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NANCY ETEMAD

SUPERIOR COURT OF STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

NANCY ETEMAD, an individual, on
behalf of herself, and all others similarly
aggrieved,

Plaintiff,

v.

RAYMOND JAMES & ASSOCIATES,
INC., a Florida corporation; and DOES 1-
50, inclusive,

Defendants.

CASE NO. **21STCV35039**

**PRIVATE ATTORNEYS GENERAL
ACT ("PAGA") REPRESENTATIVE
COMPLAINT**

Plaintiff NANCY ETEMAD ("Plaintiff"), an individual, on behalf of Plaintiff and all other similarly aggrieved employees ("Aggrieved Employees"), hereby files this Complaint against Defendant RAYMOND JAMES & ASSOCIATES, INC. ("Defendant") and DOES 1-50, inclusive. Plaintiff alleges as follows:

1
2 **THE PARTIES**

3 1. Plaintiff is, and at all relevant times was, an individual domiciled in the State of California
4 and a citizen of the State of California who worked as an hourly, non-exempt employee for
5 Defendant, from approximately 2015 until Plaintiff's last day worked, on or about May 28, 2021.

6 2. Defendant RAYMOND JAMES & ASSOCIATES, INC. is a Florida corporation that, at
7 all relevant times, was authorized to do business within the State of California and is doing
8 business in the State of California.

9 3. The true names and capacities of the DOE Defendants sued herein as DOES 1 through 50,
10 inclusive, are currently unknown to Plaintiff, who therefore sues each such Defendant by said
11 fictitious names. Each of the Defendants designated herein as a DOE is legally responsible for
12 the unlawful acts alleged herein. Plaintiff will seek leave of Court to amend this Complaint to
13 reflect the true names and capacities of the Doe Defendants when such identities become known.

14 4. Plaintiff is further informed and believes that, at all relevant times, each Defendant was
15 the principal, agent, partner, joint venturer, joint employer, officer, director, controlling
16 shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in
17 interest of some or all of the other Defendants, and was engaged with some or all of the other
18 defendants in a joint enterprise for profit, and bore such other relationships to some or all of the
19 other Defendants so as to be liable for their conduct with respect to the matters alleged in this
20 complaint. Plaintiff is further informed and believes and thereon alleges that each Defendant
21 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant
22 times, each Defendant knew or should have known about, authorized, ratified, adopted,
23 approved, controlled, aided, and abetted the conduct of all other Defendants.

24 5. At all relevant times, Defendant was and is legally responsible for all the unlawful conduct,
25 policies, practices, acts, and omissions complained of herein. Further, Defendant is responsible
26 for each of the unlawful acts or omissions complained of herein under the doctrine of respondent
27 superior. The conduct of Defendant's managers and supervisors was at all relevant times
28

undertaken as employees of Defendant, acting within the scope of their employment or authority in all the unlawful activities described herein.

6. Whenever and wherever reference is made in this complaint to any act or failure to act by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts and/or failures to act by each Defendant acting individually, jointly, and severally.

JURISDICTION AND VENUE

7. This court possesses original subject matter jurisdiction over this matter. Venue is proper in Los Angeles County, California, because Defendant has not designated a principal place of business in the State of California such that Plaintiff may choose a convenient venue within the state. Moreover, Defendant transacts business within this judicial district and some of the complained of conduct occurred in this judicial district.

FACTUAL AND LEGAL ALLEGATIONS

8. During the one year and sixty-five-day period preceding filing of this Complaint, Plaintiff was employed at all relevant times by Defendant as a non-exempt employee in the State of California. Defendant, at all relevant times, exercised control over Plaintiff and the other Aggrieved Employees (as defined below) and suffered and/or permitted them to work.

9. Plaintiff worked for Defendant as a non-exempt client associate from approximately 2015 until Plaintiff's last day worked on or about May 28, 2021. Plaintiff's official schedule was 6:30 a.m. to 3:00 p.m. (Pacific Time Zone), five (5) days per week, but Plaintiff was typically required to work at least nine (9) to ten (10) hours per day, five (5) days per week, plus additional time on weekends. Plaintiff was paid on an hourly basis, but only for time counted by Defendant as hours worked, that is, those eight hours within the official shift time, after a daily meal period deduction of thirty minutes.

10. Plaintiff was not paid for all hours worked. Defendant implemented an automatic deduction policy and practice for meal periods, described in further detail below. Additionally, Defendant instructed Plaintiff to record only the scheduled beginning and end times of Plaintiff's shifts rather than the actual times Plaintiff began and stopped working, resulting in Plaintiff consistently performing off-the-clock work outside of those office shift start and stop

1 times. For example, Defendant required Plaintiff to attend early-morning training sessions, to
2 compile documents and generate reports after hours, and to drive to clients' homes to perform
3 notary services outside of her scheduled shift times; none of this unrecorded time outside her
4 shift was compensated. This regular performance of off-the-clock work resulted in
5 Defendant's underpaying both minimum wages and overtime wages owed to Plaintiff, as well
6 as record-keeping violations.

7 11. Defendant further violated California's overtime wage laws by failing to incorporate all
8 non-discretionary remuneration, including but not limited to, non-discretionary bonus pay and
9 transfer pay, into the regular pay rate used to calculate the overtime rate of pay. Failing to
10 include non-discretionary compensation in the regular pay rate resulted in a miscalculation of
11 the overtime wage rate, as well as record-keeping violations.

12 12. Plaintiff was not provided timely, off-duty, uninterrupted thirty-minute meal periods,
13 usually logged as instructed, from 11:00 to 11:30 a.m. Pacific Time, despite not being relieved
14 of her duties. Defendant required Plaintiff to take her meal periods at her desk and tend to
15 incoming phone calls from clients and financial advisors during any purported meal periods.
16 Defendant required Plaintiff to clock out thirty minutes per shift for these on-duty meal
17 periods. This automatic-deduction policy and practice, mandating a thirty-minute clock-out for
18 meal periods resulted in Plaintiff not being compensated for all hours worked. Plaintiff had to
19 remain on the work premises for the duration of her shifts, including during meal periods,
20 rendering any meal periods on duty and noncompliant. Based on information and belief,
21 second meal periods were never provided to Plaintiff when she worked more than ten hours in
22 a work day. Defendant also failed to pay Plaintiff an additional hour of premium wages at
23 Plaintiff's regular rate of pay for each missed or improper meal period or did not pay the proper
24 premium, for failure to incorporate all non-discretionary remuneration, including but not
25 limited to, bonus pay and transfer pay, into the regular rate of pay for purposes of calculating
26 the owed meal period premium.

27 13. Plaintiff did not receive compliant ten (10)-minute rest periods for every four (4) hours
28 worked (or major fraction thereof). Plaintiff regularly worked more than three-and-one-half (3½)

1 hours without being authorized or permitted to take a paid ten (10) minute rest period. Defendant
2 required Plaintiff to continuously work without authorizing or providing paid rest periods.
3 Plaintiff was required to remain on duty and was not relieved of her responsibility to attend to
4 incoming phone calls from clients and financial advisors during rest periods. Plaintiff had to
5 remain on the work premises for the duration of her shifts, including during rest periods,
6 rendering any rest periods on duty and thus improper. Defendant did not provide Plaintiff one
7 (1) additional hour of pay for each work day that a paid rest period was not provided.

8 Defendant either failed to pay sick leave at all or improperly calculated the sick leave accrual
9 and the sick leave rate of pay owed to Plaintiff by failing to base the accrued sick leave hours
10 on the correct number of hours worked by failing to account for off-the-clock work, and by
11 failing to incorporate all non-discretionary remuneration, including but not limited to, non-
12 discretionary bonuses and or transfer pay, into the sick leave pay rate calculation. On
13 information and belief, Defendant failed to provide notice of the correct sick leave amount
14 balance available to Plaintiff on Plaintiff's wage statements or other written statement of
15 Plaintiff's sick leave balance.

16 14. Defendant failed to provide wage statements that complied with Labor Code section
17 226. Due to the above-described Labor Code violations, Defendant's wage statements do not
18 accurately reflect, total hours worked (due to the mandated off-the-clock work alleged herein),
19 total gross and net wages earned, all applicable hourly rates in effect during each pay period
20 and all hours worked at each applicable hourly rate.

21 15. Defendant failed to reimburse Plaintiff for all necessary business-related expenditures
22 incurred by Plaintiff in direct discharge of Plaintiff's job duties, including but not limited to:
23 cell phone expenses, data or internet access charges and other costs associated with use of her
24 personal computer, tablet or similar device. Plaintiff was regularly required to use Plaintiff's
25 personal cell phone and computer/tablet to perform Plaintiff's job duties, including but not
26 limited to, to communicate with clients and financial advisors. Plaintiff was not reimbursed for
27 the expenses associated with this use of her personal cell phone and computer/tablet, and
28 personal internet access service.

1 16. Upon separation of employment, Defendant failed to furnish Plaintiff with a final
2 paycheck containing all earned and unpaid wages. Defendant willfully failed to timely pay all
3 wages upon separation of employment as Plaintiff's final paycheck failed to include all owed
4 minimum and overtime wages and all owed sick leave wages, calculated and paid at the correct
5 wage rate.

6 17. Defendant required Plaintiff to submit to an unlawful criminal and/or financial
7 background check as a condition of obtaining and/or holding employment in violation of Labor
8 Code sections 1024.5 and/or 432.7. Defendant also required Plaintiff to agree in writing to
9 unlawful background checks not in conformity with the requirements of Investigative
10 Consumer Reporting Agencies Act, Civil Code sections 1786, et seq. ("ICRAA"), and the Fair
11 Credit Reporting Act, 15 U.S.C. sections 1681, et seq. ("FCRA")

12 18. Plaintiff brings this complaint under the Private Attorneys General Act of 2004, Labor
13 Code sections 2698, *et seq.*, ("PAGA"), as a representative action on behalf of the State of
14 California, regarding violations of the Labor Code as to all similarly aggrieved individuals
15 employed by Defendant in the State of California as a non-exempt employee. This action is
16 brought solely pursuant to PAGA and seeks no relief beyond that available under PAGA.

17 19. From one-year prior to Plaintiff's filing of the required PAGA notice with the Labor
18 Workforce and Development Agency, and continuing through the present, as alleged herein,
19 Defendant violated Labor Code sections 201-202, 216, 221-223, 226, 226.7, 245-248.5,
20 432.5, 432.7, 436.2, 510, 512, 1024.5, 1174, 1194, 1197, 1198, 1199, 2810.5, 2802 and all
21 relevant sections of the applicable Wage Orders, as to Plaintiff and all Aggrieved Employees
22 employed by Defendant who worked as non-exempt employees. These violations subject
23 Defendant to civil penalties as set forth in the foregoing statutes as well as other provisions
24 of the Labor Code, including without limitation Labor Code sections 203, 210, 225.5, 226,
25 226.3, 256, 1174.5, 1197.1 and 2699.

26 **THE "AGGRIEVED EMPLOYEES"**

27 20. Plaintiff brings this action on behalf of Plaintiff and all similarly aggrieved employees.
28 The Aggrieved Employees shall be defined as follows: "All non-exempt employees who were

1 employed in California directly by Defendant at any time from one year and sixty-five days
2 prior to the filing of the initial complaint, through the present.”

3 **FIRST CAUSE OF ACTION**

4 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT,**
5 **LABOR CODE SECTIONS 2698, ET SEQ.**

6 21. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

7 22. Failure to Pay Wages for All Hours Worked. Defendant failed to pay Plaintiff and the
8 Aggrieved Employees for all hours worked. California law provides employees in California
9 must be paid for all hours worked, at a regular time rate no less than the mandated minimum
10 wage for up to eight (8) hours per day and up to forty (40) hours per week. California law also
11 provides that employees in California must be paid overtime, equal to one-and-one-half (1.5)
12 times the employee’s regular rate of pay for all hours worked in excess of forty (40) per work
13 week or eight (8) per work day. Plaintiff and the Aggrieved Employees regularly performed work
14 for which they were not compensated. Plaintiff and the Aggrieved Employees were not paid for
15 all hours worked, because of Defendant's automatic deduction policy and practice for meal
16 periods described herein, and because Defendant directed, suffered, or permitted Plaintiff and
17 Aggrieved Employees to perform work off-the-clock, pre-shift, post-shift and during meal
18 periods, and such hours worked outside the scheduled shift times were not recorded.
19 Additionally, Defendant instructed Plaintiff and the Aggrieved Employees to only record the
20 scheduled beginning and end times of their shifts rather than the actual times they began and
21 stopped working, resulting in consistent off-the-clock work. For example, Defendant obliged
22 Plaintiff and the Aggrieved Employees to attend early-morning training sessions, to compile
23 documents and generate reports after hours, and to drive to clients' homes to perform notary
24 services outside of the scheduled shift; none of this time was compensated or recorded.
25 Defendant also required employees to record uniform meal periods, despite Plaintiff and
26 Aggrieved Employees not being relieved of responsibilities during the thirty (30) minutes during
27 which they were to clock out. This practice resulted in Plaintiff and the Aggrieved Employees
28 not being paid for all time worked, with regular off-the-clock work – including during the meal

period, which resulted in the underpayment of minimum and overtime wages owed to Plaintiff and the Aggrieved Employees as well as record-keeping violations.

23. Miscalculation of Wage Rate/s. Defendant further violated California's overtime wage laws by failing to incorporate all non-discretionary remuneration, including but not limited to, non-discretionary bonuses and transfer pay, into the regular pay rate used to calculate the overtime rate of pay. On information and belief, this miscalculation of the regular pay rate and correct overtime rate of pay resulted in the miscalculation and the underpayment of owed overtime wages as well as recordkeeping violations.

24. Noncompliant Meal Periods. Defendant failed to provide Plaintiff and Aggrieved Employees with legally compliant meal periods or premium pay in lieu thereof. Under the Labor Code and IWC Wage Orders, Defendant was required to provide Plaintiff and the Aggrieved Employees with one thirty (30) minute meal break free from all duties for all shifts greater than five (5) but less than ten (10) hours in length, and a second thirty (30) minute meal break free from all duties for all shifts of ten (10) hours or more. The first meal period must be provided before the end of the fifth hour of work and the second meal period before the end of the tenth hour of work. Employers covered by the Wage Orders have an obligation to both (a) relieve their employees for at least one meal period for shifts over five hours, and (b) to record having done so. If the employer fails to properly record a compliant meal period, it is presumed no meal period was provided. Plaintiff and the Aggrieved Employees were not provided timely, off-duty, uninterrupted thirty-minute meal periods. Defendant required Plaintiff and the Aggrieved Employees to take their meal periods at their desks and tend to incoming phone calls from clients and financial advisors during any purported meal periods despite requiring Plaintiff and the Aggrieved Employees to clock out thirty minutes per shift for these on-duty meal periods. This auto-deduction policy and practice for meal periods resulted in Plaintiff and the Aggrieved Employees not being compensated for all hours worked as well as record-keeping violations. Based on information and belief, second meal periods were never provided to Plaintiff and the Aggrieved Employees when they worked more than ten hours. Defendant failed to pay Plaintiff and the Aggrieved Employees an additional hour of premium pay at their

1 regular rate(s) of pay for each missed or improper meal period or did not pay the proper
2 premium, for failure to incorporate all non-discretionary remuneration, including but not
3 limited to, bonus pay and transfer pay, into the regular rate of pay for purposes of calculating
4 the owed meal period premium.

5 25. Noncompliant Rest Periods. Plaintiff and the Aggrieved Employees did not receive legally
6 compliant ten (10)-minute rest periods for every four (4) hours worked (or major fraction
7 thereof). Employers covered by the Wage Orders have an obligation to provide their
8 employees with an off-duty paid rest period of ten minutes for every four (4) hours worked (or
9 major fraction thereof). Each ten-minute rest period is counted as hours worked. Plaintiff and
10 the Aggrieved Employees regularly worked more than three-and-one-half (3½) hours without
11 being authorized or permitted to take a paid ten (10)-minute rest period in which they were
12 relieved of their duties. Defendant required Plaintiff and the Aggrieved Employees to
13 continuously work without authorizing or providing paid rest periods. Plaintiff and the
14 Aggrieved Employees were required to constantly tend to incoming phone calls from clients
15 and financial advisors, and had to remain on the work premises throughout their shifts,
16 rendering any rest periods on duty and thus noncompliant. Defendant did not provide Plaintiff
17 and the Aggrieved Employees one (1) additional hour of premium wages for each work day on
18 which at least one mandated paid rest period was noncompliant.

19 26. Noncompliant Wage Statements. Defendant failed to provide Plaintiff and Aggrieved
20 Employees with legally compliant and accurate wage statements. California law provides that,
21 at the time of each payment of wages, the employer must provide each employee with an itemized
22 statement showing, *inter alia*, gross wages earned, total hours worked, all deductions taken, net
23 wages earned, the inclusive dates for which the employee is being paid, the employee's name
24 and last four digits of their social security number, the name and address of the legal entity that
25 it is the employer, and all applicable hourly rates in effect during the pay period and all hours
26 worked at each rate. Defendant knowingly and intentionally failed to provide Plaintiff and the
27 Aggrieved Employees with proper, itemized wage statements as the wage statements provided
28 by Defendant do not accurately reflect, *inter alia*, the total hours worked (due to the mandated

1 off-the-clock work alleged herein), all gross wages earned, all net wages earned, and all
2 applicable hourly rates in effect during each pay period and all hours worked at each applicable
3 hourly rate.

4 27. Inaccurate or Incomplete Recordkeeping. California law requires employers to keep
5 “accurate and complete” payroll records showing, among other things, the hours worked daily
6 by all non-exempt employees. Section 7 of all applicable IWC Wage Orders similarly requires
7 employers to keep time records showing, *inter alia*, when the employees begin and end each
8 work period and reflecting the true start and end times during which all owed meal periods are
9 provided each day. At all relevant times, Defendant has failed, and continue to fail, to keep the
10 required time records, as Defendant has failed to record the true start and end times of Plaintiff’s
11 and the Aggrieved Employees’ work days and failed to record employee meal periods.
12 Defendant’s failure to keep “accurate and complete” payroll records for Plaintiff and the
13 Aggrieved Employees violates Labor Code sections 1174, 1198-99, and Section 7 of all
14 applicable IWC Wage Orders. These violations subject Defendant to civil penalties under the
15 Labor Code, including without limitation sections 1174.5 and 2699. Each violation of each Labor
16 Code section and Wage Order provision, for each aggrieved employee, results in a separate civil
17 penalty.

18 28. Untimely Payment of Wages at Discharge. Labor Code section 201 requires employers
19 to pay all wages earned and unpaid at the time of discharge, immediately upon discharge, and
20 Labor Code section 202 extends those provisions to employees who resign. For all Aggrieved
21 Employees no longer employed by Defendant, Defendant has an ongoing failure to pay such
22 aggrieved employees all wages earned and unpaid at the time of discharge or resignation, due to
23 Defendant’s failure to pay, *inter alia*, all owed minimum and overtime wages and all owed sick
24 pay. These violations subject Defendant to civil penalties under the Labor Code, including
25 without limitation Labor Code sections 203, 256 and 2699. Each violation results in a separate
26 civil penalty, for each Aggrieved Employee for each pay period during which the statutory
27 provisions were violated.

1 29. Untimely Payment of Bimonthly Wages. Labor Code section 204 requires that wages
2 earned between the 1st and 15th of any calendar month be paid no later than the 26th, and wages
3 earned between the 16th and the last day of the month, no later than the 10th of the following
4 month. By directing, suffering or permitting Plaintiff and Aggrieved Employees to perform off-
5 the-clock work detailed herein, Defendant failed to pay Plaintiff and Aggrieved Employees all
6 wages earned by the statutory deadlines of section 204. These violations subject Defendant to
7 civil penalties under Labor Code section 210.

8 30. Refusal to Pay Wages. Labor Code section 216 declares unlawful an employer's refusal
9 to pay wages due and payable and/or an employer's denial of the validity of any claim to wages
10 due. Defendant has violated this section by failing to pay Plaintiff and the Aggrieved Employees
11 for all hours worked at the proper wage rate and by failing to pay Plaintiff and the Aggrieved
12 Employees an additional hour of premium wages for each meal or rest period not provided/that
13 was invalid. These violations subject Defendant to civil penalties under Labor Code section
14 225.5. Each violation results in a separate civil penalty, for each aggrieved employee, for each
15 pay period during which the statute provisions were violated.

16 31. Secret Wage Rate. California Labor Code section 223 makes it unlawful for an
17 employer to secretly pay wages lower than required by statute while purporting to pay legal
18 wages. As described above, Defendant willfully and systematically denied Plaintiff and the
19 Aggrieved Employees minimum and overtime wage compensation for all hours worked which
20 resulted in the payment of less than statutorily required wages to them. Defendant acted with
21 the intent to deprive them of statutory wages, including, but not limited to, overtime wages and
22 minimum wages, to which they were entitled to under California law. These violations subject
23 Defendant to civil penalties under Labor Code section 225.5.

24 32. Failure to Reimburse. California Labor Code section 2802 requires employers to indemnify
25 employees for all necessary expenditures incurred by employees in the direct discharge of their
26 duties. Defendant failed to reimburse Plaintiff and the Aggrieved Employees for all necessary
27 business-related expenditures incurred by Plaintiff and the Aggrieved Employees in direct
28 discharge of their duties, including but not limited to, cell phone expenses, data plan charges,

1 internet-access charges associated with use of their personal computers, cell phones, tablets or
2 other electronic devices. Plaintiff and the Aggrieved Employees were regularly required to use
3 their personal cell phones/mobile devices, personal computers, tablets or other electronic
4 devices to perform their job duties, including but not limited to, communicating with clients
5 and financial advisors, without receiving reimbursement for such expenses associated with the
6 use of their personal electronic devices and internet/data access plans. In failing indemnify all
7 business-related expenses incurred by Plaintiff and the Aggrieved Employees, Defendant has
8 violated Labor Code section 2802.

9 33. Unlawful Background Checks. The Labor Code places certain procedural and substantive
10 limits on employers' ability to conduct employee background checks and on how employers can
11 use the information they obtain through those background checks. Labor Code Section 1024.5
12 states that employers, except for financial institutions, may order a credit check only if the
13 individual works (or is applying to work) in certain positions, and Labor Code Section 432.7
14 prohibits an employer from asking applicants about past arrest(s) unless they resulted in
15 conviction(s) and even then, certain limitations apply. Additionally, the ICRAA, and the FCRA
16 mandate several requirements prior to and following an employee background check, including
17 but not limited to, identifying an appropriate reason for the background check, a separate consent
18 form with required disclosures and certain formatting requirements, additional forms such as a
19 summary of rights, as well as proper notice of adverse actions taken, among other statutory
20 requirements. On information and belief, Defendant required Plaintiff and the Aggrieved
21 Employees to submit to an unlawful criminal and/or financial background check as a condition
22 of obtaining and/or holding employment in violation of Labor Code sections 1024.5 and/or
23 432.7. Defendant also required Plaintiff and the Aggrieved Employees to agree in writing to
24 unlawful background checks not in conformity with the requirements of ICRAA and/or FCRA.
25 These violations subject Defendant to civil penalties under the Labor Code, including without
26 limitation Labor Code sections 432.5, 432.7 and 2699. Each violation of each Labor Code
27 section and Wage Order provision, for each aggrieved employee, results in a separate civil
28 penalty.

1 34. PAGA Penalties Liability. Under the provisions of PAGA and Labor Code sections
2 201-202, 216, 221-223, 225.5, 226, 226.7, 245-248.5, 432.5, 432.7, 510, 512, 1024.5, 1174,
3 1194, 1197, 1198, 1199, 2802, 2810.5, and all relevant sections of the applicable Wage
4 Orders, as well as all interpretations of these laws by California Courts and administrative
5 bodies, as well as any other law that is enforceable through PAGA, Defendant is liable for all
6 statutorily-specified penalties recoverable under PAGA as enumerated in the relevant
7 California Labor Code provisions listed herein, or for default PAGA penalties under Labor
8 Code Section 2699(f) for any violation of a Labor Code section without a specified civil
9 penalty.

10 35. Compliance with Cal. Lab. Code sections 2699.3 and 2699.5. Plaintiff has complied
11 with the administrative exhaustion procedures for bringing suit specified in Labor Code
12 sections 2699.3 and 2699.5. On June 28, 2021, over 65 days prior to this Complaint, Plaintiff
13 gave written notice to the California Labor and Workforce Development Agency (“LWDA”)
14 via electronic mail at PAGAfilings@dir.ca.gov and to Defendant via certified mail of the
15 specific provisions of the Labor Code and Wage Orders allegedly violated, including the facts
16 and theories to support the alleged violations.

17 36. No LWDA Notice of Investigation. Under Labor Code section 2699.3, the LWDA must
18 give written notice by certified mail to the parties that it intends to investigate the alleged
19 violations within 65 days of the date of Plaintiff’s written notice. As of the expiration of the
20 statutory exhaustion period, the LWDA has not provided the parties any notice of its intention
21 to investigate Plaintiff’s claims on behalf of the State of California and the Aggrieved
22 Employees.

23 37. No Attempt to Cure. As of the filing of this Complaint, Defendant has not responded to
24 Plaintiff’s PAGA notice in an attempt to cure the alleged violations.

25 38. Administrative Exhaustion. Plaintiff has exhausted all administrative remedies required
26 by law.

1 39. Recovery of Civil Penalties, Costs and Attorney's Fees. Pursuant to Labor Code section
2 2699(g), and/or any and all other applicable laws, Plaintiff is entitled to recover civil penalties,
3 costs, plus reasonable attorney's fees and costs, all in an amount to be proved.

4
5 **PRAYER**

6 WHEREFORE, Plaintiff, prays for judgment against each Defendant, jointly and
7 severally, as follows:

- 8 1. For civil penalties according to proof;
9 2. For reasonable attorney's fees and costs of suit; and
10 3. For such other and further relief as the Court deems just and proper.

11
12 Dated: September 22, 2021

CROSNER LEGAL, P.C.

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15 Michael R. Crosner
16 Zachary M. Crosner
17 Blake R. Jones
18 Attorneys for Plaintiff NANCY ETEMAD
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