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Attorneys for Plaintiff KATHERINE HARRIS  
 on behalf of herself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

KATHERINE HARRIS, on behalf of herself  
 and other aggrieved employees,

Plaintiff,

vs.

PLATINUM CLEANING OF INDIANAPOLIS,  
 LLC; and DOES 1 to 100, inclusive,

Defendants.

Case No.: **21STCV32089**

**PAGA ACTION**

**PLAINTIFF KATHERINE HARRIS'S  
 COMPLAINT FOR:**

**CIVIL PENALTIES PURSUANT TO  
 THE PRIVATE ATTORNEYS  
 GENERAL ACT OF 2004 ("PAGA"),  
 LABOR CODE SECTION 2698, et seq.**

**COMES NOW** Plaintiff KATHERINE HARRIS ("Plaintiff"), who alleges and complains  
 against Defendants PLATINUM CLEANING OF INDIANAPOLIS, LLC. and DOES 1 to 100,  
 inclusive (collectively "Defendants") as follows:

**I. INTRODUCTION**

1. This is a Private Attorneys' General Act of 2004, Lab. Code § 2698, et seq.  
 ("PAGA"). representative action brought by Plaintiff on behalf of the State of California, herself  
 and other current and former aggrieved employees of Defendants who worked as hourly, non-  
 exempt employees, in California during the relevant time period seeking civil penalties associated  
 with Defendants' violation of the Labor Code based on Defendant's failure to pay wages for all

1 hours worked at the employees' minimum wage rate, failure to pay wages for all overtime hours  
2 worked at the employees' overtime rate, failure to provide all legally required and/or legally  
3 compliant meal periods and/or pay meal period premiums, failure to provide all legally required  
4 and/or legally compliant rest periods and/or pay rest period premiums, failure to issue payment of  
5 wages due in a legally permissible manner, failure to timely pay earned wages during  
6 employment, failure to provide complete and accurate wage statements, failure to timely pay all  
7 unpaid wages following separation of employment, Plaintiff seeks, on a representative basis  
8 following notice to the Labor and Workforce Development Agency, civil penalties, reasonable  
9 attorney's fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff,  
10 the State of California, and others aggrieved.

## 11 **II. JURISDICTION AND VENUE**

12 2. This Court has jurisdiction over Plaintiff and other current and former aggrieved  
13 California-based hourly non-exempt employees' claims because Plaintiff's lawsuit seeks damages  
14 in excess of \$25,000 and Defendants employed class members in California including but not  
15 limited to Los Angeles County, at 21860 Burbank Blvd, STE 300, Woodland Hills, CA 91367 and  
16 3565 E. Imperial Hwy, Lynwood, CA 90262, and injuries occurred in locations in California  
17 including but not limited to Los Angeles County, at 21860 Burbank Blvd, STE 300, Woodland  
18 Hills, CA 91367 and 3565 E. Imperial Hwy, Lynwood, CA 90262.

## 19 **III. PARTIES**

20 3. Plaintiff brings this action as a representative of the Labor and Workforce  
21 Development Agency on behalf of herself and other current and former aggrieved California-  
22 based hourly non-exempt employees who were subject to Defendants' violations of the Labor  
23 Code. The named Plaintiff and the persons on whose behalf this action is filed include current,  
24 former and/or future employees of Defendants who worked, work, or will work for Defendants as  
25 non-exempt hourly employees in California. At all times mentioned herein, the currently named  
26 Plaintiff is and was domiciled and a resident and citizen of California and was employed by  
27 Defendants in an hourly position at Defendants' locations in Woodland Hills, CA and Lynwood,  
28 CA from approximately April 2, 2021 until her termination on or about May 11, 2021.

1           4.       Plaintiff is informed and believes and thereon alleges that Defendant PLATINUM  
2 CLEANING OF INDIANAPOLIS, LLC is authorized to do business within the State of California  
3 and is doing business in the State of California and/or that Defendants DOES 1-50 are, and at all  
4 times relevant hereto were persons acting on behalf of Defendant PLATINUM CLEANING OF  
5 INDIANAPOLIS, LLC in the establishment of, or ratification of, the aforementioned illegal wage  
6 and hour practices or policies. Defendant PLATINUM CLEANING OF INDIANAPOLIS, LLC  
7 operates in Los Angeles County and employed Plaintiff and putative class members in Los  
8 Angeles County, including but not limited to, at 21860 Burbank Blvd, STE 300, Woodland Hills,  
9 CA 91367 and 3565 E. Imperial Hwy, Lynwood, CA 90262.

10           5.       Plaintiff is informed and believes and thereon alleges that Defendants DOES 1  
11 through 50 are corporations, or are other business entities or organizations of a nature unknown to  
12 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted  
13 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and  
14 working conditions of employment of Plaintiff and aggrieved employees.

15           6.       Plaintiff is informed and believes and thereon alleges that Defendants DOES 51  
16 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued  
17 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,  
18 supervisor, independent contractor and/or employee of each defendant who violated or caused to  
19 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of  
20 the Industrial Welfare Commission's wage orders regulating hours and days of work.

21           7.       Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff  
22 sues said defendants by said fictitious names, and will amend this complaint when the true names  
23 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as  
24 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously  
25 named defendants is in some manner responsible for the events and allegations set forth in this  
26 complaint.

27           8.       Plaintiff makes the allegations in this complaint without any admission that, as to  
28 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and

1 Plaintiff reserves all of Plaintiff's right to plead in the alternative.

2 **FIRST CAUSE OF ACTION**

3 **CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS**

4 **GENERAL ACT OF 2004, LABOR CODE SECTION 2698, et seq.**

5 **(Against all Defendants)**

6 9. Plaintiff incorporates all paragraphs above as though fully set forth herein.

7 10. During the period beginning one-year period preceding the sending of the initial  
8 notice to the LWDA to the present, Defendants violated Labor Code sections 201, 202, 203, 204,  
9 226, 226.7, 510, 512, 1194, 1197, 1198, and the applicable IWC Wage Orders.

10 11. Specifically, Defendants have committed the following violations of California  
11 Labor Code:

12 12. **Failure to pay wages for all hours worked at the legal minimum wage:**  
13 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt  
14 employees. In California, an employer is required to pay hourly employees for all “hours worked,”  
15 which includes all time that an employee is under control of the employer and all time the  
16 employee is suffered and permitted to work. This includes the time an employee spends, either  
17 directly or indirectly, performing services which inure to the benefit of the employer.

18 13. Labor Code sections 1194 and 1197 require an employer to compensate employees  
19 for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the  
20 Wage Orders.

21 14. In this case, Plaintiff and other current and former aggrieved California-based  
22 hourly non-exempt employees worked more minutes per shift than Defendants credited them with  
23 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former  
24 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum  
25 wage for all hours worked due to Defendants’ policies, practices, and/or procedures including, but  
26 not limited to, the following:

27 (a) Since the outbreak of COVID-19, requiring Plaintiff and other current and  
28 former aggrieved California-based hourly non-exempt employees to arrive at the job site prior to

1 the start of their shifts each workday in order to line up and wait to undergo then undergo off-the-  
2 clock COVID-19 temperature checks and complete COVID-19-related medical questionnaires  
3 prior to being permitted to clock in for the start of their shifts without being paid for this time;

4 (b) Automatically deducting thirty (30) minutes from Plaintiff's and other  
5 current and former aggrieved California-based hourly non-exempt employees' daily hours worked  
6 and attributing that time to a meal period despite Defendants routinely failing to provide Plaintiff  
7 and other current and former aggrieved California-based hourly non-exempt employees with a full  
8 thirty (30) minute meal period, or any meal period at all; and

9 (c) Issuing wages due and requiring Plaintiff and other current and former  
10 aggrieved California-based hourly non-exempt employees to accept payment in the form of a  
11 prepaid debit card which requires a fee to use. Said fee was not considered in Defendants'  
12 calculation of total wages paid nor did Defendants reimburse Plaintiff and other current and  
13 former aggrieved California-based hourly non-exempt employees for fees paid to use the prepaid  
14 debit card, which was the only form of compensation offered by Defendants. Because Plaintiff and  
15 other current and former aggrieved California-based hourly non-exempt employees were not  
16 compensated for any fees associated with the use of the prepaid debit card, Defendants failed to  
17 pay minimum wage for all hours worked to the extent that the fees reduced gross earnings issued  
18 to Plaintiff and other current and former aggrieved California-based hourly non-exempt employees  
19 below minimum wage.

20 15. Therefore, Defendants suffered, permitted, and required Plaintiff and other current  
21 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants'  
22 control without paying wages for that time. This resulted in Plaintiff and other current and former  
23 aggrieved California-based hourly non-exempt employees working time for which they were not  
24 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable  
25 Wage Order.

26 16. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**  
27 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt  
28 employees. In California, an employer is required to pay hourly employees for all "hours worked,"

1 which includes all time that an employee is under control of the employer and all time the  
2 employee is suffered and permitted to work. This includes the time an employee spends, either  
3 directly or indirectly, performing services that inure to the benefit of the employer.’

4 17. Labor Code sections 510 and 1194 require an employer to compensate employees a  
5 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty  
6 (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

7 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)  
8 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of  
9 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-  
10 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve  
11 (12) hours in one (1) day shall be compensated at the rate of no less than twice the regular  
12 rate of pay for an employee. In addition, any work in excess of eight (8) hours on any  
13 seventh day of a workweek shall be compensated at the rate of no less than twice the  
14 regular rate of pay of an employee.

15 Labor Code section 510.

16 18. In this case, Defendants failed to pay Plaintiff and other current and former  
17 aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours  
18 worked due to Defendants’ policies, practices, and/or procedures including, but not limited to, the  
19 following:

20 (a) Since the outbreak of COVID-19, requiring Plaintiff and other current and  
21 former aggrieved California-based hourly non-exempt employees to arrive at the job site prior to  
22 the start of their shifts each workday in order to line up and wait to undergo then undergo off-the-  
23 clock COVID-19 temperature checks and complete COVID-19-related medical questionnaires  
24 prior to being permitted to clock in for the start of their shifts without being paid for this time;

25 (b) Automatically deducting thirty (30) minutes from Plaintiff’s and other  
26 current and former aggrieved California-based hourly non-exempt employees’ daily hours worked  
27 and attributing that time to a meal period despite Defendants routinely failing to provide Plaintiff  
28 and other current and former aggrieved California-based hourly non-exempt employees with a full  
thirty (30) minute meal period, or any meal period at all; and

(c) Issuing wages due and requiring Plaintiff and other current and former  
aggrieved California-based hourly non-exempt employees to accept payment in the form of a

1 prepaid debit card which requires a fee to use. Said fee was not considered in Defendants'  
2 calculation of total wages paid nor did Defendants reimburse Plaintiff and other current and  
3 former aggrieved California-based hourly non-exempt employees for fees paid to use the prepaid  
4 debit card, which was the only form of compensation offered by Defendants. Because Plaintiff and  
5 other current and former aggrieved California-based hourly non-exempt employees were not  
6 compensated for any fees associated with the use of the prepaid debit card, Defendants failed to  
7 pay overtime wages at the proper overtime rate of pay for all hours worked to the extent that the  
8 fees reduced gross earnings issued to Plaintiff and other current and former aggrieved California-  
9 based hourly non-exempt employees below the proper overtime wage rate.

10 19. The foregoing policies, practices, and/or procedures resulted in time during each  
11 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt  
12 employees were under the control of Defendants but were not compensated. To the extent that the  
13 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved  
14 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,  
15 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed  
16 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code  
17 sections 510 and 1194 and the applicable Wage Order.

18 20. **Failure to pay wages to hourly non-exempt employees for workdays that**  
19 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other  
20 current and former aggrieved California-based hourly non-exempt employees regularly worked  
21 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

22 21. California law requires an employer to authorize or permit an employee an  
23 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of  
24 all duties and the employer relinquishes control over the employee's activities prior to the  
25 employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 5 at §11; *Brinker*  
26 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an  
27 employee for a work period of more than ten (10) hours per day without providing the employee  
28 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh

1 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period  
2 shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal  
3 period is only permitted when: (1) the nature of the work prevents an employee from being  
4 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

5       22. If an employer fails to provide an employee a meal period in accordance with the  
6 law, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay  
7 for each workday that a legally required and compliant meal period was not provided. Labor Code  
8 section 226.7; Wage Order 5 at §11.

9       23. In this case, Defendants failed to authorize or permit legally required and compliant  
10 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-  
11 exempt employees due to Defendants’ policies, practices, and/or procedures including, but not  
12 limited to, the following:

13               (a) Automatically deducting thirty (30) minutes from Plaintiff’s and other  
14 current and former aggrieved California-based hourly non-exempt employees’ daily hours worked  
15 and attributing that time to a meal period despite Defendants routinely failing to provide Plaintiff  
16 and other current and former aggrieved California-based hourly non-exempt employees with full,  
17 duty-free and uninterrupted thirty (30) minute meal periods, or any meal periods at all; and

18               (b) Failing to provide Plaintiff and other current and former aggrieved  
19 California-based hourly non-exempt employees with a second duty-free, uninterrupted meal  
20 period of no less than thirty (30) minutes during shifts lasting over ten (10) hours.

21       24. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or  
22 procedure of failing to compensate Plaintiff and other current and former aggrieved California-  
23 based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each  
24 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt  
25 employees did not receive legally required and compliant meal periods, in violation of Labor Code  
26 section 226.7.

27       25. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff  
28 and other current and former aggrieved California-based hourly non-exempt employees not

1 receiving wages to compensate them for workdays during which Defendants did not provide them  
2 with meal periods in compliance with California law.

3       26.     **Failure to pay wages to hourly non-exempt employees for workdays that**  
4 **Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other  
5 current and former aggrieved California-based hourly non-exempt employees regularly worked  
6 shifts of more than three-and-a-half (3.5) hours.

7       27.     California law requires every employer to authorize and permit an employee a rest  
8 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor  
9 Code section 226.7; Wage Order 5 at §12. Under California law, “[e]mployees are entitled to 10  
10 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more  
11 than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so  
12 on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code  
13 section 226.7; Wage Order 5 at §12. Rest periods, insofar as practicable, shall be in the middle of  
14 each work period. Wage Order 5 at §12. Additionally, the rest period requirement “obligates  
15 employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM*  
16 *Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must  
17 relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

18       28.     If the employer fails to authorize or permit a required rest period, the employer  
19 must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday  
20 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;  
21 Wage Order 5 at § 12.

22       29.     In this case, Defendants failed to authorize or permit all legally required and  
23 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly  
24 non-exempt employees due to Defendants’ policies, practices, and/or procedures including, but not  
25 limited to, failing to permit Plaintiff and other current and former aggrieved California-based  
26 hourly non-exempt employees to have more than one (1) rest period of net ten (10) minutes for an  
27 entire shift, regardless of length of time worked in a single workday, resulting in Defendant failing  
28 to permit a second uninterrupted, duty-free rest period of a net ten (10) minutes for shifts more

1 than six (6) hours and up to ten (10) hours, and failing to authorize or permit a third uninterrupted,  
2 duty-free rest period of a net ten (10) minutes for shifts exceeding ten (10) hours.

3 30. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or  
4 procedure of failing to compensate Plaintiff and other current and former aggrieved California-  
5 based hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each  
6 workday they did not receive legally required and compliant rest periods, in violation of Labor  
7 Code section 226.7.

8 31. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff  
9 and other current and former aggrieved California-based hourly non-exempt employees not  
10 receiving wages to compensate them for workdays in which Defendants did not provide them with  
11 rest periods in compliance with California law.

12 32. **Failure to issue payment of wages due in a legally permissible manner:** Labor  
13 Code section 212 forbids an employer, or agent thereof, from issuing payment of wages due, or to  
14 become due, or as an advance on wages to be earned in the form of any order, check, draft, note,  
15 memorandum, or other acknowledgement of indebtedness, unless it is negotiable and payable in  
16 cash, on demand, without discount, at some established place of business in the state, the name  
17 and address of which must appear on the instrument, and at the time of its issuance and for a  
18 reasonable time thereafter, which must be at least 30 days, the maker or drawer has sufficient  
19 funds in, or credit, arrangement, or understanding with the drawee for its payment.

20 33. Defendants failed to issue payment of wages due to Plaintiff and other current and  
21 former aggrieved California-based hourly non-exempt employees in a legally permissible manner  
22 due to Defendants policies, practices, and/or procedures including, but not limited to, issuing  
23 payment of wages due in the form of a prepaid debit card and requiring Plaintiff and other current  
24 and former aggrieved California-based hourly non-exempt employees to accept payment in the  
25 form of a prepaid debit card. The funds on the prepaid debit card were only accessible to Plaintiff  
26 and other current and former aggrieved California-based hourly non-exempt employees if a  
27 service charge or fee was paid from the funds of the prepaid debit card. Defendants did not  
28 provide reimbursement of fees or charges paid by Plaintiff and other current and former aggrieved

1 California-based hourly non-exempt employees, nor were the fees considered in Defendants  
2 calculation of total overtime wages paid.

3 34. The aforementioned policies, practices, and/or procedures of Defendants resulted in  
4 Plaintiff and similarly situated employees not being provided with wages due in a legally  
5 permissible manner in violation of Labor Code section 212.

6 35. **Failure to timely pay earned wages during employment:** In California, wages  
7 must be paid at least twice during each calendar month on days designated in advance by the  
8 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages  
9 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the  
10 16th and the 26th day of that month and wages earned between the 16th and the last day,  
11 inclusive, of any calendar month must be paid between the 1st and 10th day of the following  
12 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be  
13 paid within seven (7) calendar days following the close of the payroll period in which wages were  
14 earned. Labor Code section 204(d).

15 36. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed  
16 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-  
17 exempt employees' earned wages (including minimum wages, overtime wages, meal period  
18 premium wages and/or rest period premium wages), in violation of Labor Code section 204.  
19 Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay  
20 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'  
21 their earned wages within the applicable time frames outlined in Labor Code section 204.

22 37. **Failure to provide complete and accurate wage statements:** Labor Code section  
23 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an  
24 employee his or her wages, the employer must "furnish each of his or her employees ... an  
25 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the  
26 employee, except for any employee whose compensation is solely based on a salary and who is  
27 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of  
28 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable

1 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all  
2 deductions made on written orders of the employee may be aggregated and shown as one item, (5)  
3 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the  
4 name of the employee and his or her social security number, (8) the name and address of the legal  
5 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and  
6 the corresponding number of hours worked at each hourly rate by the employee.”

7       38. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff  
8 and other current and former aggrieved California-based hourly non-exempt employees all wages  
9 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest  
10 period premium wages) rendered Plaintiff’s and other current and former aggrieved California-  
11 based hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code  
12 section 226.

13       39. **Failure to pay employees all wages due at time of termination/resignation:** An  
14 employer is required to pay all unpaid wages timely after an employee’s employment ends. The  
15 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)  
16 hours of resignation (Labor Code section 202).

17       40. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay  
18 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees  
19 all their earned wages (including minimum wages, overtime wages, meal period premium wages,  
20 and/or rest period premium wages), Defendants failed to pay those employees timely after each  
21 employee’s termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

22       41. Defendants’ violations of Wage Order 5 constituted violations of Labor Code  
23 section 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

24       42. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved  
25 employee, on behalf of himself or herself and other current or former employees, to bring a civil  
26 action to recover civil penalties against all Defendants pursuant to the procedures specified in  
27 Labor Code section 2699.3.

28       43. Plaintiff has complied with the procedures for bringing suit specified in Labor

1 Code section 2699.3. On June 9, 2020, Plaintiff filed notice with LWDA and provided notice to  
2 Defendants by certified mail which provided notice of the specific provisions of the Labor Code  
3 alleged to have been violated, including the facts and theories to support the violations alleged.

4 44. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by  
5 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code  
6 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the  
7 parties notice within 60 days of the date of Plaintiff's letter that the LWDA intends to investigate  
8 Plaintiff's claims.

9 45. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil  
10 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226, 226.7, 510,  
11 512, 1194, 1197, and 1198 during the Civil Penalty Period in the following amounts:

12 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, 512, and  
13 1198; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial  
14 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each  
15 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

16 b. For violations of Labor Code section 226, two hundred fifty dollars (\$250)  
17 for each employee for each pay period for the initial violation, and for each subsequent violation,  
18 one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts  
19 established by Labor Code section 226.3].

20 c. For violations of Labor Code section 510, fifty dollars (\$50) for each  
21 employee for each pay period for the initial violation, and for each subsequent violation, one  
22 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts  
23 established by Labor Code section 558] and any unpaid wages.

24 d. For violations of Labor Code section 1194 and 1197, one hundred dollars  
25 (\$100) for each underpaid employee for each pay period for the initial violation, and for each  
26 subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay  
27 period [penalty amounts established by Labor Code section 1197.1] and any unpaid wages.

28 46. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of

reasonable attorney's fees and costs in connection with her claims for civil penalties

**PRAYER FOR RELIEF**

**WHEREFORE, PLAINTIFF, ON HER BEHALF AND ON OTHER AGGRIEVED PRAYS  
AS FOLLOWS:**

**ON THE FIRST CAUSE OF ACTION:**

1. That the Defendants be found to have violated the provisions of the Labor Code and the IWC Wages Orders as to the Plaintiff and aggrieved employees;

2. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling, including but not limited to that recoverable under California Labor Code, including but not limited to sections 2699(f).

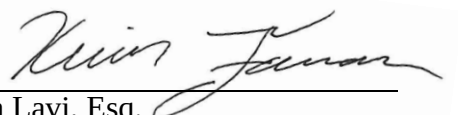
3. For attorneys' fees and costs of suit, including but not limited to that recoverable under California Labor Code section 2699(g); and,

4. For such and other further relief, in law and/or equity, as the Court deems just or appropriate

Dated: August 30, 2021

Respectfully submitted,  
**LAVI & EBRAHIMIAN, LLP**

By:

  
\_\_\_\_\_  
Joseph Lavi, Esq.  
Vincent C. Granberry, Esq.  
Kevin Joseph Farnan, Esq.

Attorneys for Plaintiff  
KATHERINE HARRIS  
on behalf of herself and current and former  
aggrieved employees