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Superior Court of California
County of Los Angeles

SEP 14 2021

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

UNLIMITED JURISDICTION

MARIA ELIZALDE, on behalf of herself and
all others similarly situated,

Plaintiff,

vs.

BMS HEALTHCARE, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 21STCV21933

FIRST AMENDED COMPLAINT FOR:

1. Civil Penalties (Lab. Code §§ 2698 *et seq.*)

Assigned for all purposes to the
Honorable Elihu M. Berle, Department 6

1 Plaintiff MARIA ELIZALDE (“Plaintiff”), on behalf of herself, all other aggrieved
2 employees, the State of California, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against Defendants BMS HEALTHCARE,
5 INC., a California corporation; and DOES 1 through 50, inclusive, (collectively referred to as
6 “Defendants”) for alleged violations of the California Labor Code. As set forth below, Plaintiff alleges
7 that Defendants have:

- 8 (1) failed to pay her and all other aggrieved employees overtime wages at the
9 correct rate;
- 10 (2) failed to pay them double time wages at the correct rate;
- 11 (3) failed to pay them overtime and/or double time wages by failing to include all
12 applicable remuneration in calculating the regular rate of pay;
- 13 (4) failed to provide them with meal periods;
- 14 (5) failed to provide them with rest periods;
- 15 (6) failed to pay them premium wages for missed meal and rest periods;
- 16 (7) failed to provide them with accurate written wage statements; and
- 17 (8) failed to pay them all of their final wages following separation of employment.

18 2. Based on these alleged Labor Code violations, Plaintiff now brings this representative
19 action for civil penalties, on behalf of herself, all other aggrieved employees, the State of California,
20 and the general public.

21 **JURISDICTION AND VENUE**

22 3. This Court has subject matter jurisdiction to hear this case because the civil penalties
23 sought by Plaintiff for Defendants’ conduct exceeds the minimal jurisdiction of the Superior Court of
24 the State of California.

25 4. Venue is proper in the County of Los Angeles pursuant to Code of Civil Procedure §§
26 393(a), 395(a), and 395.5 in that liability arose in this county because at least some of the transactions
27 that are the subject matter of this First Amended Complaint occurred therein and/or each defendant
28 is found, maintains offices, transacts business, and/or has an agent therein.

5. Venue is proper in Los Angeles County because Defendants' have at all times alleged herein, conducted business in Los Angeles County and throughout California. As such, venue is proper in any county in California.

PARTIES

6. Plaintiff MARIA ELIZALDE is, and at all relevant times mentioned herein, an individual residing in the State of California.

7. Plaintiff is informed and believes, and thereupon alleges that BMS HEALTHCARE, INC, is, and at all relevant times mentioned herein, a California corporation doing business in the State of California.

8. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, joint employers, owners, principals or co-participants of some or all of the other defendants, and in doing the things alleged herein, were acting within the course and scope of such relationship and with the full knowledge, consent and ratification by such other defendants.

10. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and conspired with one another, and aided and abetted one another to accomplish the occurrences, acts and omissions alleged herein.

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GENERAL ALLEGATIONS

11. Plaintiff worked for Defendants during the relevant time period.

12. Defendants implemented a common policy and practice requiring Plaintiff and the other aggrieved employees to perform work-related duties during unpaid meal periods, which they were systemically denied. Plaintiff and the other aggrieved employees were never paid wages for these hours worked. As such, Plaintiff and the other aggrieved employees were not paid proper wages and overtime for all hours worked at the proper rates of pay. Plaintiff and the other aggrieved employees were consistently required to work in excess of eight (8) hours a day and/or forty (40) hours a week, entitling Plaintiff and the other aggrieved employees to overtime wages.

13. Plaintiff and the other aggrieved employees were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; (2) no formal written meal policy that encouraged employees to take their meal periods or that advised Plaintiff and the other aggrieved employees of their meal and rest period rights; and (3) Defendants' practice of requiring Plaintiff and the other aggrieved employees to continue working through their meal and rest periods due to the excessive workload. Additionally, Plaintiff and the other aggrieved employees were not provided with the opportunity to take their meal periods prior to the completion of their fifth hour work, nor were they allowed to leave the premises during meal periods.

14. Plaintiff and the other aggrieved employees were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest period as part of each work shift, including second rest breaks for shifts of six (6) hours or more; (2) no formal compliant written rest period policy that encouraged employees to take their rest periods, or that properly advised Plaintiff and the other aggrieved employees of their rest period rights; (3) Defendants' policy and practice of requiring Plaintiff and the other aggrieved employees to remain on the premises during their rest breaks; (4) Defendants' policy and practice of requiring Plaintiff and the other aggrieved employees to continue working through their rest breaks due to the excessive workload.

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15. Additionally, and as discussed above, Defendants failed to pay Plaintiff and the other aggrieved employees premium pay wages at their appropriate regular rates of pay for each meal and rest period denied.

16. Plaintiff and the other aggrieved employees were not provided with accurate wage statements as mandated by law pursuant to Labor Code § 226. Specifically, Defendants failed to issue wage statements as “a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing.” Additionally, the wage statements issued to Plaintiff and the other aggrieved employees were not recorded in “ink or other indelible form.”

17. Defendants failed to comply with Labor Code § 226(a)(1) as “gross wages earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

18. Defendants failed to comply with Labor Code § 226(a)(2) as “total hours worked by the employee” were not accurately reflected in that: all hours worked, including overtime, were not included.

19. Defendants failed to comply with Labor Code § 226(a)(5) as “net wages earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

20. Defendants failed to comply with Labor Code § 226(a)(9) as “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” were not accurately reflected in that: all hours worked, including overtime, were not included.

FIRST CAUSE OF ACTION

CIVIL PENALTIES

(Lab. Code §§ 2698 *et seq.*)

(Plaintiff Against All Defendants)

21. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

22. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if fully alleged herein.

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1 23. At all relevant times, Plaintiff and the other aggrieved employees have been non-
2 exempt employees of Defendant entitled to the full meal period protections of both the Labor Code
3 and the applicable Industrial Welfare Commission Wage Order.

4 24. Labor Code § 512 and § 11 of the applicable Industrial Welfare Commission Wage
5 Order impose an affirmative obligation on employers to provide non-exempt employees with
6 uninterrupted, duty-free meal periods of at least thirty minutes for each work period of five hours,
7 and to provide them with two uninterrupted, duty-free meal periods of at least thirty minutes for each
8 work period of ten hours.

9 25. Labor Code § 226.7 and § 11 of the applicable Industrial Welfare Commission Wage
10 Order (“Wage Order”) both prohibit employers from requiring employees to work during required
11 meal periods and require employers to pay non-exempt employees an hour of premium wages on each
12 workday that the employee is not provided with the required meal period.

13 26. Compensation for missed meal periods constitutes wages within the meaning of Labor
14 Code § 200.

15 27. Labor Code § 1198 makes it unlawful to employ a person under conditions that violate
16 the applicable Wage Order.

17 28. Section 11 of the applicable Wage Order states:

18 No employer shall employ any person for a work period of more than five (5)
19 hours without a meal period of not less than 30 minutes, except that when a
20 work period of not more than six (6) hours will complete the day’s work the
21 meal period may be waived by mutual consent of the employer and employee.
22 Unless the employee is relieved of all duty during a 30 minute meal period, the
23 meal period shall be considered an ‘on duty’ meal period and counted as time
24 worked. An ‘on duty’ meal period shall be permitted only when the nature of
25 the work prevents an employee from being relieved of all duty and when by
26 written agreement between the parties an on-the-job paid meal period is agreed
27 to. The written agreement shall state that the employee may, in writing, revoke
28 the agreement at any time.

24 29. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
25 agreement. Plaintiff is informed and believes that, at all relevant times, the other aggrieved employees
26 were not subject to valid on-duty meal period agreements with Defendants.

27 30. Plaintiff alleges that, at all relevant times during the applicable limitations period,
28 Defendants maintained a policy or practice of not providing Plaintiff and the other aggrieved

1 employees with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5)
2 hour work period, as required by Labor Code § 512 ad the applicable Wage Order. Plaintiff and the
3 other aggrieved employees were required to perform work during their unpaid meal periods which
4 they were systemically denied.

5 31. The other aggrieved employees were not provided with meal periods of at least thirty
6 (30) minutes for each five (5) hour work period due to: (1) Defendants' policy of not scheduling each
7 meal period as part of each work shift; (2) no formal written meal policy that encouraged employees
8 to take their meal periods, or that advised the other aggrieved employees of their meal and rest period
9 rights; and (3) Defendants' practice of requiring the other aggrieved employees to continue working
10 through their meal and rest periods due to the excessive workload. Additionally, Plaintiff and the
11 other aggrieved employees were not provided with the opportunity to take their meal periods prior to
12 the completion of their fifth hour work, nor were they allowed to leave the premises during meal
13 periods.

14 32. Plaintiff alleges that, at all relevant times during the applicable limitations period,
15 Defendants maintained a policy or practice of failing to pay premium wages to the other aggrieved
16 employees when they worked five (5) hours without clocking out for any meal period.

17 33. Plaintiff alleges that, at all relevant times during the applicable limitations period,
18 Defendants maintained a policy or practice of not providing Plaintiff and the other aggrieved
19 employees with a second meal period when they worked shifts of ten or more hours and failed to pay
20 them premium wages as required by Labor Code 512 and the applicable Wage Order.

21 34. Moreover, Defendants written policies fail to inform Plaintiff and the other aggrieved
22 employees of their meal period rights under the Labor Code and applicable Wage Orders.

23 35. At all relevant times, Defendants failed to pay Plaintiff and the other aggrieved
24 employees additional premium wages, and/or were not paid premium wages at the employees' regular
25 rates of pay when required meal periods were not provided.

26 36. Section 12 of the applicable Wage Order imposes an affirmative obligation on
27 employers to permit and authorize employees to take required rest periods at a rate of no less than ten

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1 minutes of net rest time for each four-hour work period, or major fraction thereof, that must be in the
2 middle of each work period insofar as practicable.

3 37. Labor Code § 226.7 and § 12 of the applicable Wage Order both prohibit employers
4 from requiring employees to work during required rest periods and require employers to pay non-
5 exempt employees an hour of premium wages at the employees' regular rates of pay, on each workday
6 that the employee is not provided with the required rest period(s).

7 38. Compensation for missed rest periods constitutes wages within the meaning of Labor
8 Code § 200.

9 39. Labor Code § 1198 makes it unlawful to employ a person under conditions that violate
10 the Wage Order.

11 40. Plaintiff alleges that, at all relevant times during the applicable limitations period,
12 Defendants maintained a policy or practice of not providing Plaintiff and the other aggrieved
13 employees with net rest period of at least ten uninterrupted minutes for each four hour work period,
14 or major fraction thereof, as required by the applicable Wage Order.

15 41. Plaintiff and the other aggrieved employees were not provided with rest periods of at
16 least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
17 Defendants' policy of not scheduling each rest period as part of each work shift, including second
18 rest breaks for shifts of six (6) hours or more; (2) no formal compliant written rest period policy that
19 encouraged employees to take their rest periods, or that properly advised Plaintiff and the other
20 aggrieved employees of their rest period rights; (3) Defendants' policy and practice of requiring
21 Plaintiff and the other aggrieved employees to remain on the premises during their rest breaks; (4)
22 Defendants' policy and practice of requiring Plaintiff and the other aggrieved employees to continue
23 working through their rest breaks due to the excessive workload

24 42. At all relevant times, Defendants failed to pay Plaintiff and the other aggrieved
25 employees additional premium wages when required rest periods were not provided.

26 43. Section 2 of the applicable Wage Order defines "hours worked" as "the time during
27 which an employee is subject to the control of the employer and includes all the time the employee is
28 suffered or permitted to work, whether or not required to do so."

1 44. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
2 employees at least the minimum wage set forth therein for all hours worked, which consist of all hours
3 that an employer has actual or constructive knowledge that employees are working.

4 45. Labor Code § 1194 invalidates any agreement between an employer and an employee
5 to work for less than the minimum or overtime wage required under the applicable Wage Order.

6 46. Labor Code § 1194.2 entitles non-exempt employees to recover liquidated damages in
7 amounts equal to the amounts of unpaid minimum wages and interest thereon in addition to the
8 underlying unpaid minimum wages and interest thereon.

9 47. Labor Code § 1197 makes it unlawful for an employer to pay an employee less than
10 the minimum wage required under the applicable Wage Order for all hours worked during a payroll
11 period.

12 48. Labor Code § 1197.1 provides that it is unlawful for any employer or any other person
13 acting either individually or as an officer, agent, or employee of another person, to pay an employee,
14 or cause an employee to be paid, less than the applicable minimum wage.

15 49. Labor Code § 1198 makes it unlawful for employers to employ employees under
16 conditions that violate the applicable Wage Order.

17 50. Labor Code § 204 requires employers to pay non-exempt employees their earned
18 wages for the normal work period at least twice during each calendar month on days the employer
19 designates in advance and to pay non-exempt employees their earned wages for labor performed in
20 excess of the normal work period by no later than the next regular payday.

21 51. Labor Code § 223 makes it unlawful for employers to pay their employees lower
22 wages than required by contract or statute while purporting to pay them legal wages.

23 52. Labor Code § 510 and § 3 of the applicable Wage Order require employees to pay
24 non-exempt employees overtime wages of no less than one and one-half times their respective regular
25 rates of pay for all hours worked in excess of eight hours in one workday, all hours worked in excess
26 of forty hours in one workweek, and/or for the first eight hours worked on the seventh consecutive
27 day of one workweek.

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1 53. Labor Code § 510 and § 3 of the applicable Wage Order also require employers to pay
2 non-exempt employees overtime wages of no less than two times their respective regular rates of pay
3 for all hours worked in excess of twelve hours in one workday and for all hours worked in excess of
4 eight hours on a seventh consecutive workday during the workweek.

5 54. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
6 centrally devised policies and practices to her and the other aggrieved employees with respect to
7 working conditions and compensation arrangements.

8 55. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and the other
9 aggrieved employees for all time worked, including but not limited to, overtime hours at statutory
10 and/or agreed rates. Plaintiff and the other aggrieved employees were not paid proper wages and
11 overtime for all hours worked, at the proper rates of pay.

12 56. Defendants implemented a common policy and practice requiring Plaintiff and the
13 other aggrieved employees to perform work-related duties during unpaid meal periods, which they
14 were systemically denied. Plaintiff and the other aggrieved employees were never paid wages for
15 these hours worked. As such, Plaintiff and the other aggrieved employees were not paid proper wages
16 and overtime for all hours worked, at the proper rates of pay. Plaintiff and the other aggrieved
17 employees were consistently required to work in excess of eight (8) hours a day and/or forty (40)
18 hours a week, entitling Plaintiff and the other aggrieved employees to overtime wages, which they
19 were systemically denied.

20 57. Labor Code § 226(a) states:

21 An employer, semimonthly or at the time of each payment of wages, shall
22 furnish to his or her employee, either as a detachable part of the check, draft,
23 or voucher paying the employee's wages, or separately if wages are paid by
24 personal check or cash, an accurate itemized statement in writing showing (1)
25 gross wages earned, (2) total hours worked by the employee, except as
26 provided in subdivision (j), (3) the number of piece-rate units earned and any
27 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
28 deductions, provided that all deductions made on written orders of the
 employee may be aggregated and shown as one item, (5) net wages earned, (6)
 the inclusive dates of the period for which the employee is paid, (7) the name
 of the employee and only the last four digits of his or her social security
 number or an employee identification number other than a social security
 number, (8) the name and address of the legal entity that is the employer and,
 if the employer is a farm labor contractor, as defined in subdivision (b) of
 Section 1682, the name and address of the legal entity that secured the services

1 of the employer, and (9) all applicable hourly rates in effect during the pay
2 period and the corresponding number of hours worked at each hourly rate by
3 the employee and, beginning July 1, 2013, if the employer is a temporary
4 services employer as defined in Section 201.3, the rate of pay and the total
5 hours worked for each temporary services assignment. The deductions made
6 from payment of wages shall be recorded in ink or other indelible form,
7 properly dated, showing the month, day, and year, and a copy of the statement
and the record of the deductions shall be kept on file by the employer for at
least three years at the place of employment or at a central location within the
State of California. For purposes of this subdivision, 'copy' includes a
duplicate of the itemized statement provided to an employee or a computer-
generated record that accurately shows all of the information required by this
subdivision.

8 58. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize the
9 "detachable part of the check" provision and the "accurate itemized statement in writing" provision
10 of Labor Code § 226(a) by allowing for electronic wage statements so long as each employee retains
11 the right to elect to receive a written paper stub or record and that those who are provided with
12 electronic wage statements retain the ability to easily access the information and convert the electronic
13 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006.)

14 59. Plaintiff is informed and believes that, at all relevant times during the applicable
15 limitations period, Defendants have failed to provide her and the other aggrieved employees with
16 written wage statements as described above. Additionally, the wage statements issued to Plaintiff and
17 the other aggrieved employees failed to account for the unpaid minimum wages, overtime, and
18 premium pay wages described above.

19 60. Plaintiff is informed and believes that Defendants' failure to provide her and the other
20 aggrieved employees with accurate written wage statements were intentional in that Defendants have
21 the ability to provide them with accurate wage statements but have intentionally provided them with
22 written wage statements that Defendants have known do not comply with Labor Code § 226(a).

23 61. At all relevant times, Plaintiff and the other aggrieved employees have been entitled,
24 upon the end of their employment with Defendants, to timely payment of all wages earned and unpaid
25 before termination or resignation.

26 62. At all relevant times, pursuant to Labor Code § 201, employees who have been
27 discharged have been entitled to payment of all final wages immediately upon termination.

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1 63. At all relevant times, pursuant to Labor Code § 202, employees who have resigned
2 after giving at least seventy-two (72) hours' notice of resignation have been entitled to payment of all
3 final wages at the time of resignation.

4 64. Plaintiff is informed and believes that, at all relevant times during the applicable
5 limitations period, Defendants have failed to timely pay the other aggrieved employees all of their
6 final wages in accordance with the Labor Code.

7 65. Plaintiff is informed and believes that, at all relevant times during the applicable
8 limitations period, Defendants have maintained a policy or practice of paying Plaintiff and the other
9 aggrieved employees their final wages without regard to the requirements of Labor Code §§ 201 or
10 202 by failing to timely pay them all final wages.

11 66. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to
12 timely pay all final wages to her and the other aggrieved employees have been willful in that
13 Defendants have the ability to pay final wages in accordance with Labor Code §§ 201 and/or 202 but
14 have intentionally adopted policies or practices that are incompatible with those requirements.

15 67. During the applicable limitations period, Defendants have violated Labor Code
16 §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1174, 1194, 1197, 1197.1, and 1198.

17 68. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of herself
18 and other current and former employees, to bring a representative civil action to recover civil penalties
19 pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or
20 maintained as a class action pursuant to Code of Civil Procedure § 382.

21 69. Plaintiff, a former employee against whom Defendants committed one or more of the
22 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
23 within the meaning of Labor Code § 2699(c).

24 70. Plaintiff has complied with the procedures for bringing suit specified in Labor Code §
25 2699.3.

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1 71. Pursuant to Labor Code §§ 2699(a) and (f), Plaintiff seeks the following civil penalties
2 for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1174,
3 1194, 1197, 1197.1, and 1198:

- 4 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 227.3, 1174, 1194,
5 and 1198, one hundred dollars (\$100) for each employee per pay period for
6 each initial violation and two hundred dollars (\$200) for each employee per
7 pay period for each subsequent violation (penalties set by Labor Code §
8 2699(f)(2));
- 9 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty
10 (30) days' pay as waiting time (penalties set by Labor Code § 256);
- 11 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
12 employee for each initial violation that was neither willful nor intentional, two
13 hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully
14 withheld from each employee, for each initial violation that was either willful
15 or intentional, and two hundred dollars (\$200) for each employee, plus twenty-
16 five percent (25%) of the amount unlawfully withheld from each employee,
17 for each subsequent violation, regardless of whether the subsequent violation
18 was either willful or intentional (penalties set by Labor Code § 210);
- 19 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
20 employee for each initial violation that was neither willful nor intentional, two
21 hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of
22 the amount unlawfully withheld from each employee, for each initial violation
23 that was either willful or intentional, and two hundred dollars (\$200) for each
24 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
25 from each employee, for each subsequent violation, regardless of whether the
26 subsequent violation was either willful or intentional (penalties set by Labor
27 Code § 225.5);

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- v. For violations of Labor Code § 226(a), if this action is deemed to be an initial citation, two hundred and fifty dollars (\$250) for each employee for each violation. Alternatively, if an initial citation or its equivalent occurred before the filing of this action, one thousand dollars (\$1,000) for each employee for each violation (penalties set by Labor Code § 226.3);
- vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each employee for each initial pay period for which the employee was underpaid, and one hundred dollars (\$100) for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code § 558);
- vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);
- viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself, all other aggrieved employees, the State of California, and the general public, prays for relief and judgment against Defendants as follows:

- (1) Pre-judgment interest;
- (2) Civil penalties;
- (3) Costs of suit;
- (4) Reasonable attorneys' fees; and
- (5) Such other relief as the Court deems just and proper.

1 Dated: September 14, 2021

SETAREH LAW GROUP

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5 SHAUN SETAREH
6 DAVID KELEDJIAN
7 Attorneys for Plaintiff
8 MARIA ELIZALDE
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[illegible]

On September 14, 2021, I served the foregoing documents described as:

in this action by transmitting a true copy thereof enclosed in a sealed envelope addressed as follows:

[X] ONLY BY ELECTRONIC TRANSMISSION

[X] STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



Lauren Farrington