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ENDORSED
FILED
ALAMEDA COUNTY

SEP 17 2021

CLERK OF THE SUPERIOR COURT

By _____ Deputy

CHRISTNA ROGERS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

LALONI CARTER, individually, and on
behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

BRIUS MANAGEMENT CO., a California
corporation; BRIUS, LLC, a California
limited liability company; SOLNUS ONE,
LLC, an unknown business entity;
SHLOMO RECHNITZ, an individual; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: **RG21113019**

**COMPLAINT FOR ENFORCEMENT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA LABOR
CODE § 2698, ET SEQ.**

Violation of California Labor Code §
2698, et seq. (California Labor Code
Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff LALONI CARTER (“Plaintiff”), individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This representative action is brought pursuant to the California Labor Code section 2698, et seq. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiff, including claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, and/or transacts business in the State of California, including the County of Alameda.

PARTIES

5. Plaintiff LALONI CARTER is an individual residing in the State of California.

6. Defendant BRIUS MANAGEMENT CO. at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

7. Defendant BRIUS, LLC at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

8. Defendant SOLNUS ONE, LLC. at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

9. Defendant SHLOMO RECHNITZ at all times herein relevant was acting either individually or as an officer, owner, director, agent or employee of Defendants BRIUS MANAGEMENT CO., BRIUS, LLC, and/or SOLNUS ONE, LLC, who caused and continues to cause all of the wage and hour violations alleged herein against the aggrieved employees, including without limitation violations of Labor Code Section 558 and 1197.1.

10. At all relevant times, BRIUS MANAGEMENT CO., BRIUS, LLC, SOLNUS ONE, LLC, AND SHLOMO RECHNITZ were the “employer” of Plaintiff within the meaning of all applicable state laws and statutes.

11. At all times herein relevant, BRIUS MANAGEMENT CO., BRIUS, LLC, SOLNUS ONE, LLC, SHLOMO RECHNITZ, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

12. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully

1 caused the injuries and damages to Plaintiff as alleged in this Complaint. Plaintiff will seek
2 leave of court to amend this Complaint to show the true names and capacities when the same
3 have been ascertained.

4 13. BRIUS MANAGEMENT CO., BRIUS, LLC, SOLNUS ONE, LLC,
5 SHLOMO RECHNITZ, and DOES 1 through 100 will hereinafter collectively be referred to
6 as “Defendants.”

7 14. Plaintiff further alleges that Defendants including the unknown defendants
8 identified as DOES, directly or indirectly controlled or affected the working conditions,
9 wages, working hours, and conditions of employment of Plaintiff and the other aggrieved
10 employees so as to make each of said Defendants employers and employers liable under the
11 statutory provisions set forth herein.

12 **PAGA ALLEGATIONS**

13 15. At all times herein set forth, PAGA was applicable to Plaintiff’s employment
14 by Defendants.

15 16. At all times herein set forth, PAGA provides that any provision of law under
16 the California Labor Code that provides for a civil penalty to be assessed and collected by the
17 LWDA for violations of the California Labor Code may, as an alternative, be recovered
18 through a civil action brought by an aggrieved employee on behalf of herself and other
19 current or former employees pursuant to procedures outlined in California Labor Code
20 section 2699.3.

21 17. Pursuant to PAGA, a civil action under PAGA may be brought by an
22 “aggrieved employee,” who is any person that was employed by the alleged violator and
23 against whom one or more of the alleged violations was committed.

24 18. Plaintiff was employed by Defendants and the alleged violation was
25 committed against her during her time of employment and she is, therefore, an aggrieved
26 employee. Plaintiff and the other employees are “aggrieved employees” as defined by
27 California Labor Code section 2699(c) in that they are all current or former employees of
28 Defendants, and one or more of the alleged violations were committed against them.

1 19. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
2 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
3 following requirements have been met:

- 4 a. The aggrieved employee shall give written notice by online submission
5 (hereinafter "Employee's Notice") to the Labor & Workforce
6 Development Agency (hereinafter "LWDA") and by U.S. Certified
7 Mail to the employer of the specific provisions of the California Labor
8 Code alleged to have been violated, including the facts and theories to
9 support the alleged violations.
- 10 b. The LWDA shall provide notice (hereinafter "LWDA Notice") to the
11 employer and the aggrieved employee by certified mail that it does not
12 intend to investigate the alleged violation within sixty (60) calendar
13 days of the postmark date of the Employee's Notice. Upon receipt of
14 the LWDA Notice, or if the LWDA Notice is not provided within
15 sixty-five (65) calendar days of the postmark date of the Employee's
16 Notice, the aggrieved employee may commence a civil action pursuant
17 to California Labor Code section 2699 to recover civil penalties in
18 addition to any other penalties to which the employee may be entitled.

19 20. On July 13, 2021, Plaintiff provided written notice by online submission to the
20 LWDA and by U.S. Certified Mail to Defendants BRIUS MANAGEMENT CO., BRIUS,
21 LLC, SOLNUS ONE, LLC, and SHLOMO RECHNITZ of the specific provisions of the
22 California Labor Code alleged to have been violated, including the facts and theories to
23 support the alleged violations. Plaintiff has not received an LWDA Notice within sixty-five
24 (65) calendar days of the date of Plaintiff's notice.

25 21. Therefore, Plaintiff has satisfied the administrative prerequisites under
26 California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in
27 addition to other remedies, for violations of California Labor Code sections 201, 202, 203,
28 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

GENERAL ALLEGATIONS

22. At all relevant times set forth herein, Defendants employed Plaintiff and other aggrieved hourly-paid or non-exempt employees who worked for any of the Defendants in the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate (hereinafter collectively referred to as the “other aggrieved employees”).

23. The aggrieved employees also include employees who worked for any senior living/assisted living/hospice/respite/residential care and any like facilities managed and/or operated by any of the Defendants, including but not limited to, Alameda Healthcare & Wellness Center, Brookdale Healthcare & Wellness Centre, Hayward Healthcare & Wellness Center, Oakland Healthcare & Wellness Center, The Rehabilitation Center Of Oakland, Chico Heights Rehabilitation & Wellness Centre, Chico Terrace Healthcare & Wellness Centre, Gridley Healthcare And Wellness Centre, Riverside Point Healthcare & Wellness Centre, San Pablo Healthcare & Wellness Center, North Point Healthcare And Wellness Centre, The Rehabilitation Center Of Fresno, Eureka Rehabilitation & Wellness Center, Fortuna Rehabilitation & Wellness Center, Granada Rehabilitation & Wellness Center, Pacific Rehabilitation & Wellness Center LP, Seaview Rehabilitation & Wellness Center LP, Imperial Heights Healthcare & Wellness Centre, The Rehabilitation Center Of Bakersfield, Alhambra Healthcare & Wellness Centre, Bay Vista Healthcare And Wellness Centre, Centinela Skilled Nursing And Wellness Centre East, Centinela Skilled Nursing And Wellness Centre West, Driftwood Health Care Center, East Terrace Rehabilitation And Wellness Centre, Four Seasons Healthcare And Wellness Center, Gardenview Healthcare And Wellness Center, Grand Avenue Healthcare And Wellness Centre, Hawthorne Healthcare And Wellness Centre, Highland Park Skilled Nursing And Wellness Centre, Ivy Creek Healthcare & Wellness Centre, Lakewood Healthcare Center, Las Flores Convalescent Hospital, Lawndale Healthcare & Wellness Centre KKC, Lighthouse Healthcare Center LLC,

Los Angeles Rehabilitation And Wellness Centre, Los Feliz Healthcare And Wellness
Centre, Mar Vista Country Villa Healthcare & Wellness Centre, Maywood Skilled Nursing
And Wellness Centre, Mission Grove Healthcare & Wellness Centre, Montecito Heights
Healthcare & Wellness Centre, Monterey Healthcare & Wellness Centre, North Palms
Rehabilitation & Wellness Centre, Norwalk Skilled Nursing & Wellness Centre, Overland
Terrace Healthcare & Wellness Centre, Park Avenue Healthcare & Wellness Center, Pavilion
On Pico Healthcare & Wellness Centre, Pine Grove Healthcare & Wellness Centre LP,
Skyline Healthcare Center-Los Angeles, The Rehabilitation Center Of North Hills, Verdugo
Valley Skilled Nursing & Wellness Centre LLC, Vernon Healthcare LLC, West Hollywood
Healthcare And Wellness Center, West Pico Terrace Healthcare & Wellness Centre,
Westwood Healthcare & Wellness Centre, York Healthcare & Wellness Centre LP, Oakhurst
Healthcare And Wellness Centre LLC, Novato Healthcare Centre LLC, San Rafael
Healthcare & Wellness Centre LP, Mesa Verde Post Acute Care Center, Orange Healthcare
& Wellness Center, Santa Ana Healthcare & Wellness Centre, The Pavilion At Sunny Hills,
Windsor Gardens Convalescent Center Of Anaheim, Roseville Point Health And Wellness
Center, Alta Vista Healthcare And Wellness Centre, California Nursing And Rehabilitation
Center, Desert Springs Healthcare And Wellness Center, Hacienda Heights Healthcare And
Wellness Centre, Ontario Grove Healthcare And Wellness Center, Amaya Springs Health
Care Center, Brighton Place – San Diego, Brighton Place Spring Valley, Clairemont
Healthcare & Wellness Centre, Granite Hills Healthcare & Wellness Centre, Point Loma
Convalescent Hospital, Cupertino Healthcare & Wellness Center, San Jose Healthcare &
Wellness Center, River Valley Healthcare & Wellness Centre, Oxnard Manor LP, CNRC
LLC, Fresno Skilled Nursing & Wellness Centre LLC, Fullerton healthcare & Wellness
Centre LP, LAIBCO LLC, Mesa Verde Convalescent Hospital Inc., Point Loma
Rehabilitation Center LLC, Pomona Healthcare & Wellness Center LLC, Rockport
Administrative Services LLC, Rockport Healthcare Services LLC, San Gabriel Healthcare &
Wellness Centre LP, San Marino Gardens Wellness Center LP, Sol Healthcare LLC, Solnus
Eight LLC, Solnus Five LLC, Solnus Four LLC, Solnus Seven LLC, Solnus Six LLC, Solnus

Three LLC, Solnus Two LLC, South Pasadena Rehabilitation Center LLC, The Healthcare Center of Downey LLC, and Wish-I-Ah Healthcare & Wellness Centre LLC.

24. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee from approximately June 2018 to approximately June 2020 in the State of California, County of Alameda.¹

25. Defendants hired Plaintiff and the other aggrieved employees, and failed to compensate them for all hours worked, missed meal periods or rest breaks.

26. Defendants had the authority to hire and terminate Plaintiff and the other aggrieved employees, to set work rules and conditions governing Plaintiff's and the other aggrieved employees' employment, and to supervise their daily employment activities.

27. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and the other aggrieved employees' employment for them to be joint employers of Plaintiff and the other aggrieved employees.

28. Defendants directly hired and paid wages and benefits to Plaintiff and the other aggrieved employees.

29. Defendants continue to employ hourly-paid or non-exempt employees, within the State of California.

30. Plaintiff and the other aggrieved employees worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

31. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. This scheme involved, *inter alia*, failing to pay them for all hours worked and for missed (short, late, interrupted, and altogether missed) meal periods and rest breaks in violation of California law.

32. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other aggrieved employees were entitled to

¹ Pursuant to the Emergency Rules Related to COVID-19, Rule 9(a), "the statutes of limitation and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020."

1 receive certain wages for overtime compensation and that they were not receiving wages for
2 overtime compensation.

3 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 failed to provide Plaintiff and the other aggrieved employees the required rest and meal
5 periods during the relevant time period as required under the Industrial Welfare Commission
6 Wage Orders and thus they are entitled to any and all applicable penalties.

7 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
9 receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other
10 aggrieved employee's regular rate of pay when a meal period was missed, and they did not
11 receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other
12 aggrieved employee's regular rate of pay when a meal period was missed.

13 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
15 receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other
16 aggrieved employees' regular rate of pay when a rest period was missed, and they did not
17 receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other
18 aggrieved employees' regular rate of pay when a rest period was missed.

19 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
21 receive at least minimum wages for compensation and that they were not receiving at least
22 minimum wages for all hours worked.

23 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
25 receive all wages owed to them upon discharge or resignation, including overtime and
26 minimum wages and meal and rest period premiums, and they did not, in fact, receive all
27 such wages owed to them at the time of their discharge.

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38. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other aggrieved employees were entitled to receive all wages owed to them during their employment. Plaintiff and the other aggrieved employees did not receive payment of all wages, including overtime and minimum wages and meal and rest period premiums, within any time permissible under California Labor Code section 204.

39. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other aggrieved employees were entitled to receive complete and accurate wage statements in accordance with California law, but, in fact, they did not receive complete and accurate wage statements from Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and the other aggrieved employees.

40. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Defendants had to keep complete and accurate payroll records for Plaintiff and the other aggrieved employees in accordance with California law, but, in fact, did not keep complete and accurate payroll records.

41. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other aggrieved employees were entitled to reimbursement for necessary business-related expenses and costs.

42. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that they had a duty to compensate Plaintiff and the other aggrieved employees pursuant to California law, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the other aggrieved employees that they were properly denied wages, all in order to increase Defendants' profits.

43. At all material times set forth herein, Defendants failed to pay overtime wages to Plaintiff and the other aggrieved employees. Plaintiff and the other aggrieved employees
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1 were required to work more than eight (8) hours per day and/or forty (40) hours per week
2 without overtime compensation.

3 44. At all material times set forth herein, Defendants failed to provide
4 uninterrupted meal and rest periods to Plaintiff and the other aggrieved employees.

5 45. At all material times set forth herein, Defendants failed to pay Plaintiff and the
6 other aggrieved employees at least minimum wages for all hours worked.

7 46. At all material times set forth herein, Defendants failed to pay Plaintiff and the
8 other aggrieved employees all wages owed to them upon discharge or resignation.

9 47. At all material times set forth herein, Defendants failed to pay Plaintiff and the
10 other aggrieved employees' wages within any time permissible under California law,
11 including, *inter alia*, California Labor Code section 204.

12 48. At all material times set forth herein, Defendants failed to provide complete
13 and accurate wage statements to Plaintiff and the other aggrieved employees.

14 49. At all material times set forth herein, Defendants failed to keep complete and
15 accurate payroll records for Plaintiff and the other aggrieved employees.

16 50. At all material times set forth herein, Defendants failed to reimburse Plaintiff
17 and the other aggrieved employees for necessary business-related expenses and costs.

18 51. At all material times set forth herein, Defendants failed to properly
19 compensate Plaintiff and the other aggrieved employees pursuant to California law in order
20 to increase Defendants' profits.

21 52. California Labor Code section 218 states that noting in Article 1 of the Labor
22 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
23 due to him [or her] under this article."

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FIRST CAUSE OF ACTION

Violation of California Labor Code § 2698, et seq.

**(Against BRIUS MANAGEMENT CO., BRIUS, LLC, SOLNUS ONE, LLC,
SHLOMO RECHNITZ, and DOES 1 through 100)**

53. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 52, and each and every part thereof with the same force and effect as though fully set forth herein.

54. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

55. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

56. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

57. Defendants’ failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

58. Defendants’ failure to provide legally required meal periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

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Failure to Provide Rest Periods

59. Defendants’ failure to provide legally required rest periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Minimum Wages

60. Defendants’ failure to pay legally required minimum wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

61. Defendants’ failure to timely pay wages to Plaintiff and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

62. Defendants’ failure to timely pay wages to Plaintiff and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

63. Defendants’ failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

64. Defendants’ failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

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Failure to Reimburse Necessary Business-Related Expenses and Costs

65. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

66. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010 et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

67. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the

1 Labor and Workforce Development Agency for the enforcement of labor laws and education
2 of employers and employees about their rights and responsibilities and twenty-five percent
3 (25%) to the aggrieved employees.

4 68. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and
5 costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other
6 applicable statute.

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff, individually, and on behalf of other aggrieved employees pursuant to the
9 California Private Attorneys General Act, requests a trial by jury.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff, individually, and on behalf of other aggrieved employees
12 pursuant to the Private Attorneys General Act, prays for relief and judgment against
13 Defendants, jointly and severally, in excess of twenty-five thousand dollars (\$25,000):

14 **As to the First Cause of Action**

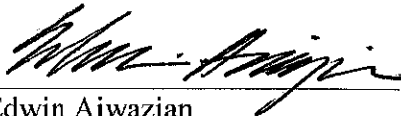
15 1. For civil penalties pursuant to California Labor Code sections 2699(a), (f) and
16 (g), costs/expenses, and attorneys' fees for violation of California Labor Code sections 201,
17 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and
18 2802; and

19 2. For such other and further relief as the Court may deem equitable and
20 appropriate.

21
22 DATED: September 16, 2021

LAWYERS for JUSTICE, PC

23
24 By:



Edwin Aiwanian
Attorneys for Plaintiff