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**FILED**  
SUPERIOR COURT  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

NOV 12 2021

*Amador Sanchez*  
Amador Sanchez

SC-2022-00699 AS  
\$435.00

Attorneys for Plaintiff DENIECE BOWEN  
on behalf of herself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO**

DENIECE BOWEN, on behalf of herself and  
other aggrieved employees,

Plaintiff,

vs.

PACIFICA SENIOR LIVING; PACIFICA  
CHINO HILLS LP; TRION SOLUTIONS I,  
INC.; and DOES 1 to 100, inclusive,

Defendants.

Case No.: **CIV SB 2132269**

**PAGA ACTION**

**PLAINTIFF DENIECE BOWEN'S  
COMPLAINT FOR:**

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

**COMES NOW** Plaintiff DENIECE BOWEN ("Plaintiff"), who alleges and complains  
against Defendants PACIFICA SENIOR LIVING; PACIFICA CHINO HILLS LP; TRION  
SOLUTIONS I, INC. 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 herself, of the State of California,  
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' violations of the California Labor Code based on Defendant's failure to pay wages  
for all hours worked at the minimum wage rate for all hours worked; failure to pay for overtime  
hours worked at the overtime rate; failure to provide all legally required and/or legally compliant

**COMPLAINT**

**FILED**

1 meal and rest periods and/or pay meal and rest period premium wages; failure to indemnify for  
2 employment-related expenditures; failure to timely pay earned wages; failure to provide complete  
3 and accurate wage statements; failure to timely pay all wages due and owing following separation  
4 of employment. Plaintiff seeks on a representative basis, following notice to the Labor and  
5 Workforce Development Agency, civil penalties, reasonable attorney's fees pursuant to Labor Code  
6 section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others  
7 aggrieved.

## 8 **II. JURISDICTION AND VENUE**

9 2. This Court has jurisdiction over Plaintiff and the other current and former aggrieved  
10 California-based hourly non-exempt employees' claims because Plaintiff's lawsuit seeks damages  
11 in excess of \$25,000 and Defendants employed other current and former aggrieved California-based  
12 hourly non-exempt employees and injuries occurred in locations throughout California including  
13 but not limited to San Bernardino County at 6500 Butterfield Ranch Road, Chino Hills, CA 91709.

## 14 **III. PARTIES**

15 3. Plaintiff brings this action as a representative of the Labor and Workforce  
16 Development Agency on behalf of herself, the State of California, and other current and former  
17 aggrieved hourly non-exempt employees. The named Plaintiff and the persons on whose behalf this  
18 action is filed include current, former and/or future employees of Defendants who worked, work, or  
19 will work for Defendants as non-exempt hourly employees in California. At all times mentioned  
20 herein, the currently named Plaintiff is and was domiciled and a resident and citizen of California  
21 and was employed by Defendants in an hourly position at Defendants' location in San Bernardino.

22 4. Plaintiff is informed and believes and thereon alleges that Defendant PACIFICA  
23 SENIOR LIVING. is authorized to do business within the State of California and is doing business  
24 in the State of California and/or that Defendants DOES 1-25 are, and at all times relevant hereto  
25 were persons acting on behalf of Defendant PACIFICA SENIOR LIVING in the establishment of,  
26 or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant  
27 PACIFICA SENIOR LIVING operates in SAN BERNARDINO County and employed Plaintiff and  
28 other current and former aggrieved employees in SAN BERNARDINO County, including but not

1 limited to, at 6500 Butterfield Ranch Road Chino Hills, CA 91709.

2           5.       Plaintiff is informed and believes and thereon alleges that Defendant PACIFICA  
3 CHINO HILLS LP. is authorized to do business within the State of California and is doing business  
4 in the State of California and/or that Defendants DOES 26-50 are, and at all times relevant hereto  
5 were persons acting on behalf of Defendant PACIFICA CHINO HILLS LP in the establishment of,  
6 or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant  
7 PACIFICA CHINO HILLS LP operates in SAN BERNARDINO County and employed Plaintiff  
8 and other current and former aggrieved employees in SAN BERNARDINO County, including but  
9 not limited to, at 6500 Butterfield Ranch Road Chino Hills, CA 91709.

10           6.       Plaintiff is informed and believes and thereon alleges that Defendant TRION  
11 SOLUTIONS I, INC. is authorized to do business within the State of California and is doing  
12 business in the State of California and/or that Defendants DOES 51-75 are, and at all times relevant  
13 hereto were persons acting on behalf of Defendant TRION SOLUTIONS I, INC. in the  
14 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.  
15 Defendant TRION SOLUTIONS I, INC. operates in SAN BERNARDINO County and employed  
16 Plaintiff and other current and former aggrieved employees in SAN BERNARDINO County,  
17 including but not limited to, at 6500 Butterfield Ranch Road Chino Hills, CA 91709.

18           7.       Plaintiff is informed and believes and thereon alleges that Defendants DOES 76  
19 through 85 are corporations or are other business entities or organizations of a nature unknown to  
20 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted  
21 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and working  
22 conditions of employment of Plaintiff and aggrieved employees.

23           8.       Plaintiff is informed and believes and thereon alleges that Defendants DOES 86  
24 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued  
25 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,  
26 supervisor, independent contractor and/or employee of each defendant who violated or caused to be  
27 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the  
28 Industrial Welfare Commission's wage orders regulating hours and days of work.

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

7           10.       Plaintiff makes the allegations in this complaint without any admission that, as to  
8       any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff  
9       reserves all of Plaintiff's right to plead in the alternative.

10                               **FIRST CAUSE OF ACTION**

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

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

13                                       **(Against all Defendants and DOE Defendants)**

14           11.       Plaintiff incorporates all paragraphs above as though fully set forth herein.

15           12.       During the period beginning one-year period preceding the sending of the initial  
16       notice to the LWDA and to Defendants to the present ("the Civil Penalty Period"), Defendants  
17       violated Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198, 2802, and  
18       the applicable Wage Orders.

19           13.       Specifically, Defendants have committed the following violations of California  
20       Labor Code:

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

27           15.       Labor Code sections 1194 and 1197 require an employer to compensate employees  
28       for all "hours worked" at least at a minimum wage rate of pay as established by the IWC and the

1 Wage Orders.

2 16. In this case, Plaintiff and other current and former aggrieved California-based hourly  
3 non-exempt employees worked more minutes per shift than Defendants credited them with having  
4 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved  
5 California-based hourly non-exempt employees all wages at the applicable minimum wage for all  
6 hours worked due to Defendants' policies, practices, and/or procedures including, but not limited  
7 to:

8 (a) Since the outbreak of COVID-19, Defendants have required Plaintiff and  
9 other current and former aggrieved California-based hourly non-exempt employees to line up and  
10 wait to undergo and undergo off-the-clock temperature checks prior to being permitted to clock in  
11 for their shifts without paying Plaintiffs or other current and former aggrieved California-based  
12 hourly non-exempt employees for this additional off-the-clock time.

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

19 18. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**  
20 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt  
21 employees. In California, an employer is required to pay hourly employees for all "hours worked,"  
22 which includes all time that an employee is under control of the employer and all time the employee  
23 is suffered and permitted to work. This includes the time an employee spends, either directly or  
24 indirectly, performing services that inure to the benefit of the employer.'

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

28 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours  
in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in

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

Labor Code section 510.

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

(a) Since the outbreak of COVID-19, Defendants required Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to line up and wait to undergo and undergo off-the-clock temperature checks prior to being permitted to clock in for their shifts without paying Plaintiffs or other current and former aggrieved California-based hourly non-exempt employees for this additional off-the-clock time.

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

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

23. California law requires an employer to authorize or permit an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 4 at §11; *Brinker Rest.*

1 *Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee  
2 for a work period of more than ten (10) hours per day without providing the employee with a second  
3 such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work.  
4 *Id.* If the employee is not relieved of all duty during a meal period, the meal period shall be  
5 considered an “on duty” meal period and counted as time worked. A paid “on duty” meal period is  
6 only permitted when: (1) the nature of the work prevents an employee from being relieved of all  
7 duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

8         24. If an employer fails to provide an employee a meal period in accordance with the  
9 law, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay  
10 for each workday that a legally required and compliant meal period was not provided. Labor Code  
11 section 226.7; Wage Order 4 at §11.

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

16                 (a) Failing to provide Plaintiff and other current and former aggrieved  
17 California-based hourly non-exempt employees with duty-free meal periods before the end of their  
18 fifth (5<sup>th</sup>) hour of work;

19                 (b) Failing to provide Plaintiff and other current and former aggrieved  
20 California-based hourly non-exempt employees with duty-free meal periods because Defendants  
21 required employees to keep their walkie talkies on them during meals in order to respond to call  
22 from Defendants’ management personnel during their meal breaks, and/or;

23                 (c) Failing to provide Plaintiff and other current and former aggrieved  
24 California-based hourly non-exempt employees a second uninterrupted duty-free meal period of no  
25 less than thirty (30) minutes when they worked shifts over 10 hours.

26         26. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or  
27 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based  
28 hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each workday that

1 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees did  
2 not receive legally required and compliant meal periods, in violation of Labor Code section 226.7.

3 27. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff and  
4 other current and former aggrieved California-based hourly non-exempt employees not receiving  
5 wages to compensate them for workdays during which Defendants did not provide them with meal  
6 periods in compliance with California law.

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

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

22 30. If the employer fails to authorize or permit a required rest period, the employer must  
23 pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the  
24 employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage  
25 Order 4 at § 12.

26 31. In this case, Defendants failed to authorize or permit all legally required and  
27 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly  
28 non-exempt employees due to Defendants' policies, practices, and/or procedures including, but not

1 limited to:

2 (a) Failing to authorize or permit Plaintiff and other current and former aggrieved  
3 California-based hourly non-exempt employees uninterrupted duty-free rest periods of a net ten (10)  
4 minutes for every four hours worked or major fraction thereof.

5 32. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or  
6 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based  
7 hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday  
8 they did not receive legally required and compliant rest periods, , in violation of Labor Code section  
9 226.7.

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

14 34. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**  
15 **Employment:** California law requires that every employer must indemnify its employees for all  
16 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at the  
17 obedience of the directions of the employer. Moreover, an employer is prohibited from passing the  
18 ordinary business expenses and losses of the employer onto the employee. (Lab. Code, § 2802.)

19 35. Defendants have violated Labor Code Section 2802 by failing to indemnify Plaintiff  
20 and other current and former aggrieved California-based non-exempt hourly employees' necessary  
21 expenditures they incurred in the discharge of their duties. Specifically, Defendants employed a  
22 policy, practice, and procedure including, but not limited to:

23 (a) Requiring Plaintiff and other current and former aggrieved California-based  
24 hourly non-exempt employees to purchase and maintain nursing scrubs for work-related purposes  
25 at their own expense without reimbursement; and/or,

26 (b) Requiring Plaintiff and other current and former aggrieved California-based  
27 hourly non-exempt employees to use their personal cell phone and data plans to take and text  
28 pictures of patients' medication orders and dosages over to management.

1           36.     Moreover, Defendants employed policies and procedures which ensured Plaintiff and  
2 aggrieved employees would not receive indemnification for their employment related expenses.  
3 This practice resulted in Plaintiff and aggrieved employees not receiving such indemnification in  
4 compliance with California law.

5           37.     Therefore, Defendants are liable to Plaintiff and aggrieved employees for their  
6 employment related expenses, including but not limited to costs related to use of their personal cell  
7 phones and costs associated with their uniforms pursuant to Labor Code section 2802.

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

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

24           40.     **Failure to provide complete and accurate wage statements:** Labor Code section  
25 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee  
26 his or her wages, the employer must "furnish each of his or her employees ... an itemized statement  
27 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any  
28 employee whose compensation is solely based on a salary and who is exempt from payment of

1 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare  
2 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee  
3 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders  
4 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive  
5 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her  
6 social security number, (8) the name and address of the legal entity that is the employer, and (9) all  
7 applicable hourly rates in effect during the pay period and the corresponding number of hours  
8 worked at each hourly rate by the employee.”

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

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

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

23       44. Defendants’ violations of Wage Order 4 constituted violations of Labor Code section  
24 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

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

1           46. Plaintiff has complied with the procedures for bringing suit specified in Labor Code  
2 section 2699.3. On August 24, 2021, Plaintiff filed notice with LWDA and provided notice to  
3 Defendants by certified mail which provided notice of the specific provisions of the Labor Code  
4 alleged to have been violated, including the facts and theories to support the violations alleged.

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

10           48. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil  
11 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226, 226.7, 510, 512,  
12 1194, 1197, 1198, and 2802, during the Civil Penalty Period in the following amounts:

13               a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, 2802, 512,  
14 and 1198; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial  
15 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each  
16 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

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

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

1           49. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of  
2 reasonable attorney's fees and costs in connection with her claims for civil penalties.

3                                   **PRAYER FOR RELIEF**

4       **WHEREFORE, PLAINTIFF, ON HER BEHALF, ON BEHALF OF THE STATE OF**  
5       **CALIFORNIA, AND ON BEHALF OF OTHER AGGRIEVED PRAYS AS FOLLOWS:**

6                                   **ON THE FIRST CAUSE OF ACTION:**

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

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

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

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

16  
17 Dated: November 12 2021

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

18  
19 By:

  
\_\_\_\_\_  
Joseph Lavi, Esq.  
Vincent C. Granberry, Esq.  
Pooja V. Patel, Esq.  
Attorneys for Plaintiff  
DENIECE BOWEN  
on behalf of herself and current and former  
aggrieved employees