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7 Attorneys for Plaintiff TRINA WEBB,
on behalf of herself and all other aggrieved employees

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF LOS ANGELES

11
12 TRINA WEBB, on behalf of herself and all other
aggrieved employees,

CASE NO.: 21STCV45619

13
14 PLAINTIFF,

REPRESENTATIVE ACTION

15 vs.

COMPLAINT FOR VIOLATION OF THE
CALIFORNIA PRIVATE ATTORNEYS
GENERAL ACT OF 2004, CALIFORNIA
LABOR CODE § 2698 *et seq.*

16 AMERICAN CREDIT – CREDIT REPAIR
17 CENTERS, a California corporation; STEVE
18 WHITE, an individual; and DOES 1 through 10,
inclusive,

19 DEFENDANTS.
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1 Plaintiff TRINA WEBB (“PLAINTIFF”), on behalf of herself and all other aggrieved
2 employees, hereby demands a jury trial, and alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of herself and all other aggrieved employees of
5 Defendants AMERICAN CREDIT – CREDIT REPAIR CENTERS; STEVE WHITE; and DOES 1
6 through 10, inclusive (collectively, “DEFENDANTS”) to recover civil penalties arising from unpaid
7 wages earned and due, including but not limited to unpaid minimum wage and overtime compensation,
8 unlawful meal and rest break policies and practices, failure to pay all wages due to discharged or quitting
9 employees, failure to maintain required records, failure to provide accurate and complete itemized wage
10 statements, and failure to timely pay wages during employment.

11 **PARTIES**

12 2. PLAINTIFF is a resident of the State of California. At all times relevant to this action,
13 PLAINTIFF was employed by DEFENDANTS in the County of Los Angeles, State of California as an
14 hourly, non-exempt employee.

15 3. PLAINTIFF is informed and believes, and based thereon alleges, that Defendant
16 AMERICAN CREDIT – CREDIT REPAIR CENTERS (“ACCRC”) is, and all times relevant to this
17 action was, a corporation organized and existing under the laws of the State of California. PLAINTIFF
18 is further informed and believes, and based thereon alleges, that Defendant ACCRC is authorized to
19 transact and conduct business in the State of California and does transact and conduct business in the
20 County of Los Angeles, State of California. Further, ACCRC maintains grounds, facilities, and offices
21 in the County of Los Angeles, State of California. ACCRC employed PLAINTIFF and other aggrieved
22 persons within the State of California.

23 4. PLAINTIFF is informed and believes, and thereon alleges, that ACCRC is a credit repair
24 company.

25 5. PLAINTIFF is informed and believes, and thereon alleges, that Defendant STEVE
26 WHITE, an individual, is an owner and Chief Executive Officer of Defendant ACCRC.

6. At this time, the true names and capacities of DOES 1 through 10, inclusive, are unknown to PLAINTIFF, and PLAINTIFF therefore sues such DEFENDANTS under fictitious names. PLAINTIFF is informed and believes, and thereon alleges, that each defendant designated as a DOE is in some manner responsible for the occurrences alleged herein, and that PLAINTIFF and other aggrieved employees' injuries and damages were proximately caused by the conduct of said DOE defendants. PLAINTIFF will seek leave of the court to amend this Complaint to allege the true names and capacities of said DOE defendants when such information is ascertained.

7. PLAINTIFF is informed and believes, and based thereon alleges, that at all relevant times, DEFENDANTS were joint employers of PLAINTIFF and other aggrieved employees. PLAINTIFF is informed and believes, and thereon alleges, that at all times relevant to this action, DEFENDANTS were the alter egos, predecessors, divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Each defendant was dominated by his, her, or its codefendants, and each was the alter ego of the other.

8. PLAINTIFF is informed and believes, and based thereon alleges, that in perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them, acted pursuant to, and in furtherance of, their policies and practices of depriving PLAINTIFF and other aggrieved employees their wage and hour rights, through methods which include, but are not limited to: failing to pay minimum wages; failing to pay overtime compensation; failing to provide compliant meal periods and failing to pay premium compensation in lieu thereof; failing to authorize and permit rest periods and failing to pay premium compensation in lieu thereof; failing to timely pay wages during employment; and failing to provide complete itemized statements for each pay period; all in violation of the California Labor Code (“Labor Code”) and applicable Industrial Welfare Commission (“IWC”) Wage Order(s).

9. PLAINTIFF is informed and believes, and thereon alleges, that each and every one of the acts and omissions alleged herein were performed by, and/or attributable to, all DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control of, each of the other

1 DEFENDANTS, and that said acts and failures to act were within the course and scope of said agency,
2 employment, and/or direction and control.

3 10. PLAINTIFF is informed and believes, and based thereon alleges, that in accordance with
4 Labor Code Section 558.1, DEFENDANTS and any person acting on behalf of DEFENDANTS are
5 liable for violating, or causing to violate, any provision regulating minimum wages or hours and days
6 of work in any order of the Industrial Welfare Commission, or Labor Code Sections 203, 226, 226.7,
7 1193.6, 1194, or 2802.

8 **JURISDICTION AND VENUE**

9 11. The Superior Court of the State of California has jurisdiction in this matter because
10 PLAINTIFF is a resident of the State of California, and DEFENDANTS are qualified to do business in
11 California and regularly conduct business in the State of California.

12 12. No federal question is at issue because the claims are based exclusively on California
13 state law and the California Private Attorneys General Act of 2004 (“PAGA”).

14 13. Venue is proper in this judicial district and the County of Los Angeles, California because
15 among other things, PLAINTIFF and the other aggrieved employees performed work for
16 DEFENDANTS in the County of Los Angeles; DEFENDANTS maintain grounds, facilities, and
17 offices, and transact business in the County of Los Angeles; DEFENDANTS’ unlawful policies,
18 procedures, and practices, which are the subject of this action were applied, at least in part, to
19 PLAINTIFF and other aggrieved employees in the County of Los Angeles; and DEFENDANTS’
20 unlawful acts and omissions occurred in the County of Los Angeles.

21 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

22 14. PLAINTIFF is a former hourly, full-time, non-exempt employee of DEFENDANTS.

23 15. In accordance with Labor Code Section 2699.3, on or about September 28, 2021,
24 PLAINTIFF gave written notice to the California Labor and Workforce Development Agency
25 (“LWDA”), by filing a PAGA Notice online, a copy of which was sent by certified mail to
26 DEFENDANTS, notifying them of the specific provisions of the Labor Code and IWC Wage Order(s)
27 alleged to have been violated, including the facts and theories to support the alleged violations.

16. The LWDA did not provide notice of its intention to investigate DEFENDANTS' violations within the sixty-five (65) calendar days of the postmark date of PLAINTIFF'S PAGA Notice. Since PLAINTIFF has waited more than sixty-five (65) days from the postmark date of PLAINTIFF's PAGA Notice before filing this Civil Action, PLAINTIFF has complied with all of the requirements set forth in Labor Code Section 2699.3 to commence a representative action under the PAGA.

17. California Judicial Council Emergency rule 9 related to COVID-19 tolled the statute of limitations applicable to this action for five months and 25 days from April 6, 2020 to October 1, 2020. “Notwithstanding any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020.” PAGA’s statute of limitations is governed by the Code of Civil Procedure Section 340 and thus is subject to modification by the California Judicial Council.

18. Pursuant to the PAGA, Labor Code Sections 2698-2699.5, PLAINTIFF brings this action on behalf of herself and all current and former non-exempt aggrieved employees of DEFENDANTS in the State of California beginning from April 6, 2020 (as tolled by Emergency Rule 9) and ending at the time this action settles or proceeds to final judgment (the “PAGA PERIOD”).

PREDICATE LABOR CODE VIOLATIONS

Failure to Provide Compliant Meal Periods and Failure to Pay Premium Wages In Lieu Thereof
(Labor Code §§ 226.7, 512; IWC Wage Order No. 4, § 11)

19. Labor Code Section 512 provides in relevant part, “An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

1 20. IWC Wage Order No. 4, § 11 states, “(A) No employer shall employ any person for a
2 work period of more than five (5) hours without a meal period of not less than 30 minutes, except that
3 when a work period of not more than six (6) hours will complete the day’s work the meal period may
4 be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all
5 duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and
6 counted as time worked. An ‘on duty’ meal period shall be permitted only when the nature of the work
7 prevents an employee from being relieved of all duty and when by written agreement between the parties
8 an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in
9 writing, revoke the agreement at any time. (B) If an employer fails to provide an employee a meal
10 period in accordance with the applicable provisions of this order, the employer shall pay the employee
11 one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period
12 is not provided.”

13 21. Under California law, when an employee works for a work period of more than five (5)
14 hours, a meal period must be provided no later than the end of the employee’s fifth hour of work, *i.e.*,
15 no later than the start of the employee’s sixth hour of work. When an employee works for a period of
16 more than 10 hours, a second meal period must be provided no later than the end of the employee’s tenth
17 hour of work, *i.e.*, no later than the start of the employee’s eleventh hour of work. *See Brinker*
18 *Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012).

19 22. Labor Code Section 226.7, subdivision (a) states, “An employer shall not require an
20 employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute,
21 or applicable regulation, standard, or order of the Industrial Welfare Commission”

22 23. PLAINTIFF is informed and believes, and based thereon alleges, that during the PAGA
23 PERIOD, as part of DEFENDANTS’ illegal policies, procedures, and practices, DEFENDANTS failed
24 to provide timely, compliant, off-duty meal periods to PLAINTIFF and other aggrieved employees
25 under Labor Code Sections 226.7 and 512 and IWC Order No. 4-2001, § 11 and/or otherwise required,
26 suffered or permitted PLAINTIFF and other aggrieved employees to take less than 30-minute meal
27 periods, or to work through them.

24. PLAINTIFF is informed and believes, and based thereon alleges, that during the PAGA PERIOD, DEFENDANTS (1) did not have legally-compliant policies regarding the provision and timing of meal periods and/or systematically disregarded any purported meal period policies; (2) DEFENDANTS' management affecting hourly non-exempt employees failed to implement and enforce legally compliant meal period policies and practices; (3) DEFENDANTS failed to adequately inform and train aggrieved employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) DEFENDANTS failed to adequately inform and train aggrieved employees about their right to premium wages for non-compliant meal periods; and (5) DEFENDANTS did not have any policy or practice pertaining to meal period violations.

25. PLAINTIFF is informed and believes, and based thereon alleges, that DEFENDANTS further violated Labor Code Sections 226.7 and 512 and IWC Wage Order No. 4-2001, § 11 by failing to compensate PLAINTIFF and other aggrieved employees who were not provided with a meal period one (1) additional hour of compensation at each employee's regular rate of pay for each workday that a compliant meal period was not provided.

Failure to Provide Compliant Rest Periods and Failure to Pay Premium Wages In Lieu Thereof
(Labor Code §§ 226.7; IWC Wage Order No. 4-2001, § 12)

26. The applicable Wage Order(s) and Labor Code Sections 226.7, 516, and 558 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof. Section 12(A) of the applicable Wage Order states, “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period.” The phrase “insofar as practicable” directs employers to implement the specified rest break schedule absent an adequate justification why such a schedule is not capable of being put into practice, or is not feasible as a practical schedule.” *Rodriguez v. E.M.E., Inc.* 246 Cal.App.4th 1027, 1040 (2016).

27. As the California Supreme Court has explained, “Employers are ... subject to a duty to make a good faith effort to authorize and permit rest breaks in the middle of each work period, but may deviate from that preferred course where practical considerations render it infeasible.” *See Brinker*

1 *Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1031 (2012). The Court discussed a DLSE opinion
2 letter which addressed the “extent of employer flexibility” in scheduling rest breaks. Responding to a
3 hypothetical regarding the provision of one 20-minute combined rest break in the morning or afternoon,
4 the DLSE opined that such a schedule is “never allowed under ordinary circumstances.” Dept. Industrial
5 Relations, DLSE Opn. Letter No. 2001.09.17 (Sept. 17, 2001) p. 4 (DLSE Opinion Letter No.
6 2001.09.17).

7 28. At all relevant times, as part of DEFENDANTS’ illegal policies, procedures, and
8 practices to deprive their current and former non-exempt employees all wages earned and due,
9 DEFENDANTS failed to provide compliant rest periods to PLAINTIFF and other aggrieved employees
10 as required pursuant to Labor Code Section 226.7, and IWC Wage Order No. 4-2001, § 12.

11 29. Upon information and belief, DEFENDANTS did not implement a compliant rest break
12 schedule or policy, and did not authorize and permit aggrieved employees to take all paid and duty-free
13 rest periods to which they are legally entitled and at the required time. Rather, without legal justification,
14 DEFENDANTS provided one combined 20-minute rest break to aggrieved employees in violation of
15 the applicable Wage Order(s). *Rodriguez*, 246 Cal.App.4th at 1041 (departure from a compliant rest
16 break schedule “must be predicated on facts demonstrating that the preferred schedule would impose a
17 material burden on the employer, and that the departure is necessary to alleviate such burden.”)

18 30. PLAINTIFF is informed and believes, and based thereon alleges, that during the PAGA
19 PERIOD, DEFENDANTS Failed to adequately inform and train aggrieved employees regarding rest
20 breaks and the timing of those rest breaks and did not have any policy or practice pertaining to rest break
21 violations.

22 31. DEFENDANTS further violated Labor Code Section 226.7 and IWC Wage Order No.
23 4-2001, § 12 by failing to pay PLAINTIFF and other aggrieved employees who were not provided
24 with a compliant rest period one (1) additional hour of compensation at each employee’s regular rate
25 of pay for each workday that a compliant rest period was not provided.

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1 **Failure to Pay Minimum Wages**

2 **(Labor Code §§ 1194, 1197; IWC Wage Order No. 4-2001, § 4)**

3 32. Under Labor Code Sections 1194 and 1197 and IWC Wage Order No. 4- 2001, § 4,
4 payment to an employee of less than the applicable minimum wage for all hours worked in a payroll
5 period is unlawful.

6 33. Labor Code Section 1197 states the California requirement that non-exempt employees
7 must be paid at least the minimum wage fixed by the Commission or by any applicable state or local
8 law, and any payment of less than the minimum wage is unlawful. Similarly, Labor Code Section 1194
9 entitles “any employee receiving less than the legal minimum wage...to recover in a civil action the
10 unpaid balance of the full amount of this minimum wage.” The applicable Wage Order(s), including
11 Wage Order 4-2001, obligate employers to pay each non-exempt employee minimum wages for all
12 hours worked. These minimum wage standards apply to each hour employees worked for which they
13 were not paid. Therefore, an employer’s failure to pay for any particular hour of time worked by an
14 employee is unlawful, even if averaging an employee’s total pay over all hours worked, paid or not,
15 results in an average hourly wage above minimum wage. *Armenta v. Osmose*, 135 Cal.App.4th 314,
16 324 (2005). Under California law, non-exempt employees must be paid for all “hours worked.” Hours
17 worked is “the time during which an employee is subject to the control of an employer, and includes all
18 the time the employee is suffered or permitted to work, whether or not required to do so.” See Wage
19 Order 4-2001, § 2(K).

20 34. Upon information and belief, during the PAGA PERIOD and in violation of Labor Code
21 Sections 1194 and 1197 and IWC Wage Order No. 4-2001, § 4, DEFENDANTS failed to pay
22 PLAINTIFF and other aggrieved employees the applicable minimum wages for all hours worked in a
23 payroll period by, among other things: requiring, suffering, or permitting PLAINTIFF and other
24 aggrieved employees to work off the clock; requiring, suffering, or permitting PLAINTIFF and other
25 aggrieved employees to work through meal breaks; illegally and inaccurately recording time in which
26 PLAINTIFF and other aggrieved employees worked; failing to properly maintain PLAINTIFF’s and
27 other aggrieved employees’ records; and other methods to be discovered.

1 35. Upon information and belief, during the PAGA PERIOD, DEFENDANTS have had in
2 place internal policies, practices, and procedures which are aimed at reducing labor costs while
3 demanding that a limited number of employees complete customer service and sales transactions under
4 deadlines and within short amounts of time. In accordance with DEFENDANTS' internal policies,
5 practices and procedures aimed at reducing labor costs, during the PAGA PERIOD, DEFENDANTS
6 have adjusted time worked by aggrieved employees such that employees do not get paid for any work
7 performed for DEFENDANTS prior to 9:00 a.m. and/or after 6:00 p.m. Due to the DEFENDANTS'
8 policies and practices, DEFENDANTS failed to pay aggrieved employees for all hours worked,
9 including hours worked "off-the-clock" to meet DEFENDANTS' work demands.

10 **Failure to Pay Overtime Wages**

11 **(Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 4-2001, § 3)**

12 36. Under Labor Code Sections 510 and 1194 and IWC Wage Order No. 4-2001, § 3,
13 DEFENDANTS are required to compensate PLAINTIFF and other aggrieved employees for all
14 overtime which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked
15 in excess of eight (8) hours per day or forty (40) hours per week. "The regular rate at which an employee
16 is employed shall be deemed to include all remuneration for employment paid to, or on behalf, of the
17 employee. *See* Division of Labor Standards Enforcement - Enforcement Policies and Interpretations
18 Manual, Section 49.1.2; *see also*, 29 U.S.C. § 207, subd. (e).

19 37. PLAINTIFF and other aggrieved employees are current and former non-exempt
20 employees of DEFENDANTS entitled to the protections of Labor Code Sections 510 and 1194 and IWC
21 Wage Order No. 4-2001.

22 38. As alleged above, DEFENDANTS routinely required PLAINTIFF and other aggrieved
23 employees to work more than eight (8) hours per day and/or forty (40) hours per week. On information
24 and belief, DEFENDANTS failed to compensate PLAINTIFF and other aggrieved employees for all
25 hours worked beyond eight (8) hours per day and/or forty (40) hours per week at the rate of one and half
26 times the regular rate of pay because, on information and belief, have had in place internal policies,
27 practices, and procedures which are aimed at reducing labor costs while demanding that a limited

1 number of employees complete customer service and sales transactions under deadlines and within short
2 amounts of time.

3 39. PLAINTIFF is informed and believes, and based thereon alleges, that during the PAGA
4 PERIOD, DEFENDANTS failed to compensate PLAINTIFF and other aggrieved employees for all
5 overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage
6 Order by, among other things, adjusting time worked by aggrieved employees such that employees do
7 not get paid for any work performed for DEFENDANTS prior to 9:00 a.m. and/or after 6:00 p.m.

8 40. PLAINTIFF is informed and believes, and based thereon alleges, that DEFENDANTS
9 have knowingly and willfully refused to perform their obligations to compensate PLAINTIFF and other
10 aggrieved employees for all overtime wages earned in violation of Labor Code Sections 510, 1194 and
11 1198 and IWC Wage Order No. 4-2001, § 3.

12 **Failure to Timely Pay Wages During Employment**
13 **(Labor Code § 204)**

14 41. Under Labor Code Section 204, for all labor performed between the 1st and 15th days of
15 any calendar month, DEFENDANTS are required to pay their nonexempt employees between the 16th
16 and 26th day of the month during which the labor was performed. Labor Code Section 204 provides that
17 for all labor performed between the 16th and 26th days of any calendar month, DEFENDANTS are
18 required to pay their nonexempt employees between the 1st and 10th day of the following calendar
19 month.

20 42. Labor Code Section 204 further provides that all wages earned for labor in excess of the
21 normal work period shall be paid no later than the payday of the next regular payroll period.

22 43. PLAINTIFF is informed and believes, and based thereon alleges, that during the PAGA
23 PERIOD, DEFENDANTS knowingly and willfully failed to timely pay PLAINTIFF and other
24 aggrieved employees all the wages for labor performed by the next regular payroll period as required
25 by Labor Code Section 204.

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1 **Failure to Pay All Wages Due Upon Separation of Employment**

2 **(Labor Code §§ 201, 202, 203)**

3 44. Under Labor Code Sections 201, 202 and 203, DEFENDANTS are required to pay all
4 earned and unpaid wages to an employee who is discharged. Labor Code Section 201 provides that if
5 an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge
6 are due and payable immediately.

7 45. Under Labor Code Section 202, DEFENDANTS are required to pay all accrued wages
8 due to an employee no later than 72 hours after the employee quits, unless the employee provided 72
9 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or
10 wages at the time of quitting.

11 46. Labor Code Section 203 provides that if an employer willfully fails to pay, in accordance
12 with Labor Code sections 201 and 202, any wages of an employee who is discharged or who quits, the
13 employer is liable for waiting time penalties in the form of continued wages to the employee for up to
14 thirty (30) days.

15 47. PLAINTIFF is informed and believes, and based thereon alleges, that during the PAGA
16 PERIOD and in violation of Labor Code Sections 201 and 202, DEFENDANTS willfully failed to timely
17 pay accrued wages and other compensation to PLAINTIFF and other aggrieved employees who were
18 discharged or who quit.

19 **Failure to Furnish Accurate and Complete Itemized Wage Statements**

20 **(Labor Code § 226(a); IWC Wage Order No. 4-2001, § 7)**

21 48. During the PAGA PERIOD, DEFENDANTS routinely failed to fail to provide
22 PLAINTIFF and other aggrieved employees with timely, accurate, and complete itemized wage
23 statements in writing showing each employee's gross wages earned, total hours worked, the number of
24 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, all
25 deductions made, net wages earned, the inclusive dates of the period for which the employee is paid, the
26 name of the employee and only the last four digits of his or her social security number or employee
27 identification number, the name and address of the legal entity or entities employing PLAINTIFF and

1 other aggrieved employees, and all applicable hourly rates in effect during each pay period and the
2 corresponding number of hours worked at each hourly rate, in violation of Labor Code Section 226,
3 subdivision (a) and Wage Order No. 4-2001 § 7.

4 49. During the PAGA PERIOD, and as a result of DEFENDANTS' unlawful policies and
5 practices and failure to pay all earned wages, DEFENDANTS knowingly and intentionally failed to
6 provide PLAINTIFF and other aggrieved employees with timely and accurate itemized wage statements
7 in accordance with Labor Code Section 226, subdivision (a).

8 **Failure to Maintain Accurate Records**

9 **(Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 4-2001, § 7)**

10 50. During the PAGA PERIOD, as part of DEFENDANTS' illegal payroll policies and
11 practices to deprive PLAINTIFF and other aggrieved employees of all wages earned and due,
12 DEFENDANTS knowingly and intentionally failed to maintain records as required under Labor Code
13 Sections 226, subdivision (a) and 1174, subdivision (d) and IWC Wage Order No. 4-2001, § 7, including
14 but not limited to the following records: total daily hours worked by each employee; applicable rates of
15 pay; all deductions; meal periods; and complete and accurate itemized statements.

16 **FIRST CAUSE OF ACTION**

17 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

18 **(Labor Code §§ 2698 *et seq.*)**

19 **(AGAINST ALL DEFENDANTS)**

20 51. PLAINTIFF hereby incorporates by reference, as though fully set forth herein, each of
21 the allegations in paragraphs 1 through 50, above.

22 52. PLAINTIFF is an "aggrieved employee" within the meaning of Labor Code Section
23 2699, subdivision (c), and a proper representative to bring a civil action on behalf of herself and other
24 current and former non-exempt employees of DEFENDANTS under Labor Code sections 2699.3
25 because PLAINTIFF was employed by DEFENDANTS and one or more of the alleged Labor Code
26 violations was committed against PLAINTIFF during the PAGA PERIOD.

1 53. PLAINTIFF seeks to recover civil penalties through a representative action permitted by
2 and pursuant to PAGA.

3 54. Pursuant to Labor Code Sections 2698 through 2699.5, PLAINTIFF seeks to recover
4 civil penalties from DEFENDANTS in a representative action for the violations set forth above which
5 include, but are not limited to, violations of Labor Code Sections 201, 202, 203, 204, 226, subdivision
6 (a), 226.7, 510, 512, 1174, subdivision (d), 1194, and 1198.

7 55. Under Labor Code Section 2699, subdivision (a), PLAINTIFF seeks civil penalties based
8 on DEFENDANTS' violations of Labor Code provisions for which a civil penalty is specifically
9 provided which include, but are not limited to, the following:

10 a. Under Labor Code Section 210, DEFENDANTS are subject to a civil penalty in the
11 amount of one hundred dollars (\$100.00) for the initial violation and two hundred dollars (\$200.00) per
12 employee for violations in subsequent pay periods for violations of Labor Code Section 204;

13 b. Under Labor Code Section 226.3, DEFENDANTS are subject to a civil penalty in the
14 amount of two hundred and fifty dollars (\$250.00) per aggrieved employee for the initial pay period
15 where a violation occurs and one thousand dollars (\$1,000.00) per aggrieved employee for violations in
16 subsequent pay periods for violations of Labor Code Section 226, subdivision (a);

17 c. Under Labor Code Section 558, subdivision (a), "[a]ny employer or other person acting
18 on behalf of an employer who violates, or causes to be violated, a Section of this chapter or any provision
19 regulating hours and days of work in any order of the Industrial Welfare Commission," including Labor
20 Code Sections 510 and 512, shall be subject to a civil penalty, in addition to any other penalty provided
21 by law, of fifty dollars (\$50.00) for initial violations for each employee for each pay period for which
22 the employee was underpaid and one hundred dollars (\$100.00) for each subsequent violation for each
23 employee for each pay period for which the employee was underpaid;

24 d. Under Labor Code Section 1197.1, an employer who pays or causes to be paid to any
25 employee a wage less than the minimum fixed by an order of the commission, shall be subject to a civil
26 penalty as follows: for any initial violation that is intentionally committed, one hundred dollars
27 (\$100.00) for each underpaid employee for each pay period for which the employee is underpaid; and

1 for each subsequent violation of the same offense, two hundred fifty dollars (\$250.00) for each underpaid
2 employee for each pay period for which the employee is underpaid regardless of whether or not the
3 initial violation was intentionally committed; and

4 e. Under Labor Code Section 1174.5, for violations of Labor Code Section 1174,
5 subdivision (d), DEFENDANTS are subject to a civil penalty of five hundred dollars (\$500.00).

6 56. PLAINTIFF further seeks civil penalties based on DEFENDANTS' violations of Labor
7 Code provisions for which a civil penalty is not specifically provided.

8 57. Labor Code Section 2699, subdivision (f) provides that for all Labor Code violations for
9 which a civil penalty is not specifically provided, the following civil penalties apply: one hundred dollars
10 (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars
11 (\$200.00) for each aggrieved employee per pay period for each subsequent violation.

12 58. PLAINTIFF seeks such civil penalties in accordance with Labor Code Section 2699,
13 subdivision (f) based on DEFENDANTS' violations of Labor Code provisions for which a civil penalty
14 is not specifically provided, including but not limited to Labor Code Sections 201, 202, 203, 226.7,
15 1194, 1197, and 1198.

16 59. PLAINTIFF further seeks reasonable attorneys' fees and costs as allowed by law
17 including under Labor Code Section 2699, subdivision (g)(1).

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1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other aggrieved employees,
3 prays for relief against DEFENDANTS, and each of them jointly and severally, as follows:

- 4 1. For civil penalties according to proof and all penalties authorized under the PAGA
5 including under Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2699,
6 subdivisions (a) and (f);
- 7 2. For reasonable attorneys' fees and costs as allowed by law including pursuant to Labor
8 Code Section 2699, subdivision (g) and any other applicable provisions providing for
9 attorneys' fees and costs; and
- 10 3. For such further and additional relief as allowed by law or which the Court deems just
11 and proper.

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13 DATED: December 15, 2021

14 Respectfully submitted,

15 **PROXY LAW FIRM LLP**

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19 _____
20 Hengameh S. Safaei
21 Rana Nader
22 Attorneys for Plaintiff TRINA WEBB on
23 behalf of herself and all other aggrieved
24 employees
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