

Joseph Lavi, Esq. (SBN 209776)
 Vincent C. Granberry, Esq. (SBN 276483)
LAVI & EBRAHIMIAN, LLP
 8889 W. Olympic Blvd., Suite 200
 Beverly Hills, California 90211
 Telephone: (310) 432-0000
 Facsimile: (310) 432-0001
 Email: jlavi@lelawfirm.com
 vgranberry@lelawfirm.com
 whteam@lelawfirm.com

Attorneys for Plaintiffs FRANCISCA ALVENO and ESTEFANI
 MORALES on behalf of themselves and current and former aggrieved employees

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

FRANCISCA ALVENO and ESTEFANI
 MORALES, on behalf of themselves and other
 aggrieved employees,

Plaintiffs,

vs.

KHRG LA PEER, LLC; and DOES 1 to 100,
 inclusive,

Defendants.

Case No.: **21STCV43144**

PAGA ACTION

**PLAINTIFFS FRANCISCA ALVENO'S
 AND ESTEFANI MORALES'
 COMPLAINT FOR:**

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

COME NOW Plaintiffs FRANCISCA ALVENO and ESTEFANI MORALES
 ("Plaintiffs"), who allege and complain against Defendants KHRG LA PEER, LLC and DOES 1
 to 100, inclusive (collectively, "Defendants") as follows:

I. INTRODUCTION

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

1 wages for all overtime hours worked; failure to pay overtime wages at the proper rate of pay;
2 failure to provide all legally required and/or legally compliant meal periods and/or pay meal
3 period premium wages and/or pay meal period premium wages at the proper rate of pay; failure to
4 provide all legally required and/or legally compliant rest periods and/or pay rest period premium
5 wages and/or pay rest period premium wages at the proper rate of pay; failure to timely pay earned
6 wages during employment; failure to provide complete and accurate wage statements; and failure
7 to timely pay all unpaid wages following separation of employment. Plaintiffs seek on a
8 representative basis, following notice to the Labor and Workforce Development Agency, civil
9 penalties, reasonable attorney's fees pursuant to Labor Code section 2699(g)(1) and costs brought
10 on behalf of Plaintiffs, the State of California, and other current and former aggrieved hourly non-
11 exempt employees in California.

12 **II. JURISDICTION AND VENUE**

13 2. This Court has jurisdiction over Plaintiffs' and other current and former aggrieved
14 hourly non-exempt California-based employee's claims because Plaintiffs' lawsuit seeks damages
15 in excess of \$25,000 and Defendants employed the aggrieved employees in California including,
16 but not limited to, Los Angeles County at 627 N. La Peer Drive, West Hollywood, California
17 90069 and injuries occurred in locations in California including, but not limited to, Los Angeles
18 County at 627 N. La Peer Drive, West Hollywood, California 90069.

19 **III. PARTIES**

20 3. Plaintiffs bring this action as a representative of the Labor and Workforce
21 Development Agency on behalf of themselves, the State of California, and other current and
22 former aggrieved employees who were subject to Defendants' violations of the Labor Code. The
23 named Plaintiffs and the persons on whose behalf this action is filed include current, former and/or
24 future employees of Defendants who worked, work, or will work for Defendants as non-exempt
25 hourly employees in California. At all times mentioned herein, the currently named Plaintiffs are
26 and were domiciled and residents and citizens of California and were employed by Defendants in
27 an hourly position at Defendants' location in West Hollywood, California.
28

1 4. Plaintiff FRANCISCA ALVENO was employed by Defendants from
2 approximately May 2019 until on or about June 9, 2021.

3 5. Plaintiff ESTEFANI MORALES was employed by Defendants from approximately
4 November 2019 until on or about August 27, 2021.

5 6. Plaintiffs are informed and believes and thereon alleges that Defendant KHRG LA
6 PEER, LLC is authorized to do business within the State of California and is doing business in the
7 State of California and/or that Defendants DOES 1-33 are, and at all times relevant hereto were
8 persons acting on behalf of Defendant KHRG LA PEER, LLC in the establishment of, or
9 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant KHRG
10 LA PEER, LLC operates in Los Angeles County and employed Plaintiff and other current and
11 former aggrieved hourly non-exempt employees in Los Angeles County, including but not limited
12 to, at 627 N. La Peer Drive, West Hollywood, California 90069.

13 7. Plaintiffs are informed and believes and thereon alleges that Defendants DOES 34
14 through 66 are corporations or are other business entities or organizations of a nature unknown to
15 Plaintiffs that employed Plaintiffs and aggrieved California non-exempt employees, permitted
16 Plaintiffs and aggrieved employees to work, and exercised control over the wages, hours and
17 working conditions of employment of Plaintiffs and aggrieved employees.

18 8. Plaintiffs are informed and believes and thereon alleges that Defendants DOES 67
19 through 100 are individuals unknown to Plaintiffs. Each of the individual defendants is sued
20 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
21 supervisor, independent contractor and/or employee of each defendant who violated or caused to
22 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of
23 the Industrial Welfare Commission's wage orders regulating hours and days of work.

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

forth in this complaint.

10. Plaintiffs make the allegations in this complaint without any admission that, as to any particular allegation, Plaintiffs bear the burden of pleading, proving, or persuading and Plaintiffs reserve all of Plaintiffs' right to plead in the alternative.

FIRST CAUSE OF ACTION

CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS

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

(Against all Defendants and DOE Defendants)

11. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

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

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

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

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

16. In this case, Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees worked more minutes per shift than Defendants credited them with having worked. Specifically, Defendants failed to pay Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees all wages at the applicable minimum

1 wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but
2 not limited to, the following:

3 (a) Requiring Plaintiffs and other current and former aggrieved California-
4 based hourly non-exempt employees to line up to wait to undergo and subsequently undergo off-
5 the-clock COVID-19 temperatures checks prior to being permitted to clock in for the start of their
6 shifts without being paid for that time; and

7 (b) Requiring Plaintiffs and other current and former aggrieved California-
8 based hourly non-exempt employees to gather work-related supplies and load them into
9 housekeeping carts while off-the-clock prior to being permitted to clock in for their shifts without
10 paying them for that time.

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

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

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

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

(a) Requiring Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees to line up to wait to undergo and subsequently undergo off-the-clock COVID-19 temperatures checks prior to being permitted to clock in for the start of their shifts without being paid for that time; and

(b) Requiring Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees to gather work-related supplies and load them into housekeeping carts while off-the-clock prior to being permitted to clock in for their shifts without paying them for that 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 overtime wages at the proper overtime rate of pay:** Plaintiffs allege that Defendants employ Employees and other current and former aggrieved current and former California-based, hourly non-exempt employees with a compensation structure that includes additional remuneration, including, but not limited to, bonus compensation.

23. Overtime is based upon an employee's regular rate of pay. "The regular rate at which an employee is employed shall be deemed to include all remuneration for employment paid

1 to, or on behalf, of the employee.” See Division of Labor Standards Enforcement – Enforcement
2 Policies and Interpretations Manual, Section 49.1.2.

3 24. Plaintiffs allege that when they and other current and former aggrieved current and
4 former California-based, hourly non-exempt employees earned overtime wages, Defendants failed
5 to pay them overtime wages at the proper overtime rate of pay. Specifically, Defendants
6 maintained a policy, practice, and/or procedure of calculating Plaintiffs’ and other current and
7 former aggrieved current and former California-based, hourly non-exempt employees’ overtime
8 rate of pay as one half of Plaintiffs’ base rate of compensation instead of one and one-half times
9 the base rate of compensation as required by law.

10 25. Defendants’ foregoing policy, practice, and/or procedure resulted in Defendants’
11 failing to pay Plaintiffs and other current and former aggrieved current and former California-
12 based, hourly non-exempt employees at their overtime rate of pay for all overtime hours worked,
13 in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

14 26. **Failure to provide legally required and/or compliant meal periods and/or**
15 **failure to pay meal period premium wages and/or failure to pay meal period premium wages**
16 **at the proper rate of pay:** Plaintiffs and other current and former aggrieved California-based
17 hourly non-exempt employees regularly worked shifts of more than five (5) hours in length and
18 shifts of more than ten (10) hours in length.

19 27. California law requires an employer to authorize or permit an employee an
20 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
21 all duties and the employer relinquishes control over the employee’s activities prior to the
22 employee’s sixth hour of work. Labor Code sections 226.7, 512; Wage Order 5 at §11; *Brinker*
23 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
24 employee for a work period of more than ten (10) hours per day without providing the employee
25 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
26 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
27 shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal
28 period is only permitted when: (1) the nature of the work prevents an employee from being

1 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

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

6 29. In this case, Defendants failed to authorize or permit legally required and compliant
7 meal periods to Plaintiffs and other current and former aggrieved California-based hourly non-
8 exempt employees due to Defendants' policies, practices, and/or procedures including, but not
9 limited to, the following:

10 (a) Requiring Plaintiffs and other current and former aggrieved current and
11 former California-based, hourly non-exempt employees to remain on the premises of the
12 Defendants during their meal periods. Defendants' continued exercise of control and direction
13 over how Plaintiffs and other current and former aggrieved current and former California-based,
14 hourly non-exempt employees spent their meal periods, resulted in meal periods which were not
15 duty-free and/or not at least thirty (30) minutes in length; and

16 (b) Requiring Plaintiffs and other current and former aggrieved current and
17 former California-based, hourly non-exempt employees to keep Defendant-issued radios with
18 them during meal periods. Plaintiffs and other current and former aggrieved current and former
19 California-based, hourly non-exempt employees were required to use the radios during their meal
20 periods in order to respond to any calls from Defendants, including during their meal periods
21 resulting in meal periods that were not duty-free.

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

28 31. Finally, on occasions when Defendants did pay Plaintiffs and other current and

1 former aggrieved current and former California-based, hourly non-exempt employees a
2 “premium” wage for late, missed, short, on-premises, on-duty, and/or interrupted meal periods,
3 Defendants failed to pay the one (1) additional hour of pay at Plaintiffs’ and other current and
4 former aggrieved current and former California-based, hourly non-exempt employees’ regular rate
5 of compensation. Specifically, Plaintiffs allege that Defendants maintained a policy, practice,
6 and/or procedure of failing to include all remuneration when calculating Plaintiffs’ and other
7 current and former aggrieved current and former California-based, hourly non-exempt employees’
8 regular rate of pay for the purpose of paying meal period premium wages.

9 32. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiffs
10 and other current and former aggrieved California-based hourly non-exempt employees not
11 receiving wages to compensate them for workdays during which Defendants did not provide them
12 with meal periods in compliance with California law.

13 33. **Failure to provide legally required and/or legally compliant rest periods**
14 **and/or failure pay rest period premium wages and/or failure to pay rest period premium**
15 **wages at the proper rate of pay:** Plaintiff and other current and former aggrieved California-
16 based hourly non-exempt employees regularly worked shifts of more than three-and-a-half (3.5)
17 hours.

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

1 35. If the employer fails to authorize or permit a required rest period, the employer
2 must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday
3 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;
4 Wage Order 5 at § 12.

5 36. In this case, Defendants failed to authorize or permit all legally required and
6 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
7 non-exempt employees due to Defendants' policies, practices, and/or procedures including, but not
8 limited to, the following:

9 (a) Requiring Plaintiffs and other current and former aggrieved California-
10 based hourly non-exempt employees to remain on the premises of Defendants during rest periods.
11 This employment requirement constitutes an exercise of control and direction over how Plaintiffs
12 and other current and former aggrieved California-based hourly non-exempt employees spent their
13 rest periods, which results in rest periods that were not duty-free and/or at least ten (10) minutes in
14 violation of California law;

15 (b) Requiring Plaintiffs and other current and former aggrieved California-
16 based hourly non-exempt employees to keep Defendant-issued radios with them during rest
17 periods. Plaintiffs and other current and former aggrieved California-based hourly non-exempt
18 employees are required to use the radios during their rest periods in order to respond to any calls
19 from Defendants. This employment requirement constitutes an exercise of control and direction
20 over Plaintiffs and other current and former aggrieved California-based hourly non-exempt
21 employees by Employers during rest periods, which results in rest periods that were not duty-free
22 and/or at least ten (10) minutes in violation of California law; and

23 (c) Discouraging Plaintiffs and other current and former aggrieved California-
24 based hourly non-exempt employees who worked as housekeepers from taking legally compliant
25 rest periods by implementing a quota system that, in effect, required Plaintiffs and other current
26 and former aggrieved California-based hourly non-exempt employees who worked as
27 housekeepers to clean a certain number of rooms within an eight (8) hour shift. If Plaintiffs and
28 other current and former aggrieved California-based hourly non-exempt employees who worked

1 as housekeepers could not reach the quota set by Defendants, they may be subject to discipline up
2 to and including termination. Therefore, Plaintiffs and other current and former aggrieved
3 California-based hourly non-exempt employees who worked as housekeepers were coerced into
4 skipping rest periods if doing so meant that they would avoid discipline and/or termination from
5 Defendants.

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

11 38. Finally, on occasions when Defendants did pay Plaintiffs and other current and
12 former aggrieved California-based hourly non-exempt employees a “premium” wage for late,
13 missed, short, on-premises, on-duty, and/or interrupted rest periods, Plaintiffs allege that
14 Defendants failed to pay the one (1) additional hour of pay at Plaintiffs’ and other current and
15 former aggrieved California-based hourly non-exempt employees’ regular rate of compensation.
16 Specifically, Plaintiffs allege that Defendants maintained a policy, practice, and/or procedure of
17 failing to include all remuneration such as holiday pay, additional compensation for exceeding
18 Defendants’ work quotas, and other non-discretionary earnings when calculating Plaintiffs’ and
19 other current and former aggrieved California-based hourly non-exempt employees’ regular rate of
20 pay for the purpose of paying rest period premium wages.

21 39. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiffs
22 and other current and former aggrieved California-based hourly non-exempt employees not
23 receiving wages to compensate them for workdays in which Defendants did not provide them with
24 rest periods in compliance with California law.

25 40. **Failure to timely pay earned wages during employment:** In California, wages
26 must be paid at least twice during each calendar month on days designated in advance by the
27 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
28 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the

1 16th and the 26th day of that month and wages earned between the 16th and the last day,
2 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
3 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
4 paid within seven (7) calendar days following the close of the payroll period in which wages were
5 earned. Labor Code section 204(d).

6 41. As a derivative of Plaintiffs' claims above, Plaintiffs allege that Defendants failed
7 to timely pay Plaintiffs' and other current and former aggrieved California-based hourly non-
8 exempt employees' earned wages (including minimum wages, overtime wages, overtime wages at
9 the proper rate of pay, meal period premium wages, meal period premium wages at the proper rate
10 of pay, rest period premium wages, and/or rest period premium wages at the proper rate of pay), in
11 violation of Labor Code section 204. Defendants' aforementioned policies, practices, and/or
12 procedures resulted in their failure to pay Plaintiffs' and other current and former aggrieved
13 California-based hourly non-exempt employees' their earned wages within the applicable time
14 frames outlined in Labor Code section 204.

15 42. **Failure to provide complete and accurate wage statements:** Labor Code section
16 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
17 employee his or her wages, the employer must "furnish each of his or her employees ... an
18 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
19 employee, except for any employee whose compensation is solely based on a salary and who is
20 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
21 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
22 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
23 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
24 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
25 name of the employee and his or her social security number, (8) the name and address of the legal
26 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
27 the corresponding number of hours worked at each hourly rate by the employee."

28 43. Additionally, and a derivative of Plaintiffs' allegations above, Defendants' failure

1 to pay Plaintiffs and other current and former aggrieved California-based hourly non-exempt
2 employees all wages earned (including minimum wages, overtime wages, overtime wages at the
3 proper rate of pay, meal period premium wages, meal period premium wages at the proper rate of
4 pay, rest period premium wages, and/or rest period premium wages at the proper rate of pay)
5 rendered Plaintiffs' and other current and former aggrieved California-based hourly non-exempt
6 employees' wage statements inaccurate, in violation of Labor Code section 226.

7 44. **Failure to pay employees all wages due at time of termination/resignation:** An
8 employer is required to pay all unpaid wages timely after an employee's employment ends. The
9 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
10 hours of resignation (Labor Code section 202).

11 45. As a derivative of Plaintiffs' allegations above, because Defendants failed to pay
12 Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees
13 all their earned wages (including minimum wages, overtime wages, overtime wages at the proper
14 rate of pay, meal period premium wages, meal period premium wages at the proper rate of pay,
15 rest period premium wages, and/or rest period premium wages at the proper rate of pay),
16 Defendants failed to pay those employees timely after each employee's termination and/or
17 resignation, in violation of Labor Code sections 201, 202, and 203.

18 46. Defendants' violations of Wage Order 5 constituted violations of Labor Code
19 section 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

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

24 48. Plaintiffs have complied with the procedures for bringing suit specified in Labor
25 Code section 2699.3. On September 3, 2021, Plaintiff FRANCISCA ALVENO filed notice with
26 LWDA and provided notice to Defendants by certified mail which provided notice of the specific
27 provisions of the Labor Code alleged to have been violated, including the facts and theories to
28 support the violations alleged. On September 21, 2021 Plaintiffs subsequently filed an amended

1 notice with LWDA and provided the amended notice to Defendants by certified mail.

2 49. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
3 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
4 within 65 days of the date of the complainant's written notice. The LWDA failed to provide the
5 parties notice within 65 days of the date of Plaintiff's letter that the LWDA intends to investigate
6 Plaintiff's claims.

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

10 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, 512, and
11 1198; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
12 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
13 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

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

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

26 51. Pursuant to Labor Code section 2699(g), Plaintiffs are entitled to an award of
27 reasonable attorney's fees and costs in connection with their claims for civil penalties.

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ON THE FIRST CAUSE OF ACTION:

- Dated: November ___, 2021

By:

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Attorneys for Plaintiffs
FRANCISCA ALVENO and ESTEFANI
MORALES, on behalf of themselves and
current and former aggrieved employees