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Attorneys for Plaintiff AMANDIA SMITH
on behalf of herself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

AMANDIA SMITH, on behalf of herself and
other aggrieved employees,

Plaintiff,

vs.

DEL TACO, LLC.; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: **CVRI 2204587**

PAGA ACTION

**PLAINTIFF AMANDIA SMITH'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff AMANDIA SMITH ("Plaintiff"), who alleges and complains
against Defendants DEL TACO, 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, herself
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

1 wages for all hours worked at the employees' minimum wage rate for all hours worked; failure to
2 pay at employees' overtime rate for overtime hours worked; failure to provide all legally required
3 and/or legally compliant meal and rest periods and/or pay meal and rest period premium wages;
4 failure to timely pay earned wages during employment; failure to produce requested employment
5 records failure to provide complete and accurate wage statements; failure to timely pay all due and
6 owing wages following separation of employment. Plaintiff seeks on a representative basis,
7 following notice to the Labor and Workforce Development Agency, civil penalties, reasonable
8 attorney's fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff,
9 the State of California, and others aggrieved.

10 **II. JURISDICTION AND VENUE**

11 2. This Court has jurisdiction over Plaintiff and the other current and former
12 aggrieved California-based hourly non-exempt employees' claims because Plaintiff's lawsuit seeks
13 damages in excess of \$25,000 and Defendants employed other current and former aggrieved
14 California-based hourly non-exempt employees and injuries occurred in locations throughout
15 California including but not limited to Riverside County at 31904 Mission Trail, Lake Elsinore,
16 CA 92530.

17 **III. PARTIES**

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

26 4. Plaintiff is informed and believes and thereon alleges that Defendant DEL TACO,
27 LLC. is authorized to do business within the State of California and is doing business in the State
28 of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto were persons

1 acting on behalf of Defendant DEL TACO, LLC. in the establishment of, or ratification of, the
2 aforementioned illegal wage and hour practices or policies. Defendant DEL TACO, LLC. operates
3 in Riverside County and employed Plaintiff and other current and former aggrieved employees in
4 Riverside County, including but not limited to, at 31904 Mission Trail, Lake Elsinore, CA 92530

5 5. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
6 through 50 are corporations or are other business entities or organizations of a nature unknown to
7 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
8 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
9 working conditions of employment of Plaintiff and aggrieved employees.

10 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
11 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
12 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
13 supervisor, independent contractor and/or employee of each defendant who violated or caused to
14 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of
15 the Industrial Welfare Commission's wage orders regulating hours and days of work.

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

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

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26 ///

27 ///

28 ///

1 **FIRST CAUSE OF ACTION**

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

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

4 **(Against all Defendants)**

5 9. Plaintiff incorporates all paragraphs above as though fully set forth herein.

6 10. During the period beginning one-year period preceding the sending of the initial
7 notice to the LWDA and to Defendants to the present (“the Civil Penalty Period), Defendants
8 violated Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, and 1197.

9 11. Specifically, Defendants have committed the following violations of California
10 Labor Code:

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

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

20 14. In this case, Plaintiff and other current and former aggrieved California-based
21 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
22 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
23 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
24 wage for all hours worked due to Defendants’ policies, practices, and/or procedures including, but
25 not limited to:

26 (a) Requiring Plaintiff and other current and former aggrieved California-
27 based hourly non-exempt employees who worked opening shifts to perform work-related tasks
28 off-the-clock before being permitted to clock in for their shifts including, but not limited to, for

1 example unlocking the doors to the premises, disarming the alarm system for the restaurant,
2 removing any trash bags left in the restaurant overnight, retrieving the cash drawers, and powering
3 on cash registers.

4 (b) Requiring Plaintiff and other current and former aggrieved California-
5 based hourly non-exempt employees who worked closing shifts to perform work-related tasks off-
6 the-clock after clocking out for their shifts including, but not limited to, for example checking and
7 locking all doors to the premises, taking bags of trash to the front of the restaurant, meeting up
8 with all the other employees who worked the closing shift in the front of the restaurant, arming the
9 alarm system for the restaurant, and exiting the restaurant together into the parking lot.

10 (c) Requiring Plaintiff and other current and former aggrieved California-
11 based hourly non-exempt shift supervisors to pick up items or supplies from Defendants' other
12 restaurant locations or a distribution warehouse while they were off-the-clock and/or during their
13 meal without being paid for that time; and,

14 (d) Since the outbreak of COVID-19, requiring Plaintiff and other current and
15 former aggrieved California-based hourly non-exempt employees to line up to wait to undergo off-
16 the-clock COVID-19 medical questionnaires and/or temperature checks prior to being permitted to
17 clock in for the start of their shifts.

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

24 16. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
25 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
26 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
27 which includes all time that an employee is under control of the employer and all time the
28 employee is suffered and permitted to work. This includes the time an employee spends, either

1 directly or indirectly, performing services that inure to the benefit of the employer.'

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

5 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
6 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
7 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
8 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve
9 (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.

10 Labor Code section 510.

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

14 (a) Requiring Plaintiff and other current and former aggrieved California-
15 based hourly non-exempt employees who worked opening shifts to perform work-related tasks
16 off-the-clock before being permitted to clock in for their shifts including, but not limited to, for
17 example unlocking the doors to the premises, disarming the alarm system for the restaurant,
18 removing any trash bags left in the restaurant overnight, retrieving the cash drawers, and powering
19 on cash registers.

20 (b) Requiring Plaintiff and other current and former aggrieved California-
21 based hourly non-exempt employees who worked closing shifts to perform work-related tasks off-
22 the-clock after clocking out for their shifts including, but not limited to, for example checking and
23 locking all doors to the premises, taking bags of trash to the front of the restaurant, meeting up
24 with all the other employees who worked the closing shift in the front of the restaurant, arming the
25 alarm system for the restaurant, and exiting the restaurant together into the parking lot.

26 (c) Requiring Plaintiff and other current and former aggrieved California-
27 based hourly non-exempt shift supervisors to pick up items or supplies from Defendants' other
28 restaurant locations or a distribution warehouse while they were off-the-clock and/or during their

1 meal without being paid for that time; and,

2 (d) Since the outbreak of COVID-19, requiring Plaintiff and other current and
3 former aggrieved California-based hourly non-exempt employees to line up to wait to undergo off-
4 the-clock COVID-19 medical questionnaires and/or temperature checks prior to being permitted to
5 clock in for the start of their shifts.

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

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

18 21. California law requires an employer to authorize or permit an employee an
19 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
20 all duties and the employer relinquishes control over the employee's activities prior to the
21 employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 5 at §11; *Brinker*
22 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
23 employee for a work period of more than ten (10) hours per day without providing the employee
24 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
25 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
26 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
27 period is only permitted when: (1) the nature of the work prevents an employee from being
28 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

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

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

(a) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to remain on the premises during meal periods. Defendant's continued exercise of control over how Plaintiff and other current and former aggrieved California-based hourly non-exempt employees spend their meal periods results in meal periods that are not duty-free.

(b) Failing to provide Plaintiff and other current and former aggrieved California-based hourly non-exempt employees with a second meal period when they worked shifts over ten (10) hours in length; and,

(c) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt shift supervisors to remain "on-duty" while off-the-clock during meal periods. For example, Defendant required Plaintiff and other current and former aggrieved California-based hourly non-exempt shift supervisors to take phone calls, assist with other job duties, and/or pick up items or supplies from Defendant's other restaurant locations or distribution warehouses while off-the-clock during meal periods, resulting in meal periods which were not duty-free, uninterrupted and/or thirty (30) minutes in length.

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

1 section 226.7.

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

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

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

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

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

1 (a) Requiring Plaintiff and other current and former aggrieved California-based
2 hourly non-exempt employees to remain on the premises during rest periods. Defendant's exercise
3 of control over how Plaintiff and other current and former aggrieved California-based hourly non-
4 exempt employees spend their rest periods results in rest periods that are not duty-free as required.

5 (b) Failing to provide Plaintiff and other current and former aggrieved
6 California-based hourly non-exempt employees with a third rest period when they worked shifts
7 over ten (10) hours; and,

8 (c) Requiring Plaintiff and other current and former aggrieved California-based
9 hourly non-exempt shift supervisors to remain "on-duty" during rest periods. For example,
10 Defendant required Plaintiff and other current and former aggrieved California-based hourly non-
11 exempt shift supervisors to take phone calls, assist with other job duties, and/or pick up items or
12 supplies from Defendant's other restaurant locations or distribution warehouses during rest
13 periods, resulting in rest periods which were not duty-free, uninterrupted and/or a net 10 minutes.

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

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

23 32. **Failure to timely pay earned wages during employment:** In California, wages
24 must be paid at least twice during each calendar month on days designated in advance by the
25 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
26 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
27 16th and the 26th day of that month and wages earned between the 16th and the last day,
28 inclusive, of any calendar month must be paid between the 1st and 10th day of the following

1 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
2 paid within seven (7) calendar days following the close of the payroll period in which wages were
3 earned. Labor Code section 204(d).

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

11 34. **Failure to provide complete and accurate wage statements:** Labor Code section
12 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
13 employee his or her wages, the employer must "furnish each of his or her employees ... an
14 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
15 employee, except for any employee whose compensation is solely based on a salary and who is
16 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
17 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
18 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
19 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
20 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
21 name of the employee and his or her social security number, (8) the name and address of the legal
22 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
23 the corresponding number of hours worked at each hourly rate by the employee."

24 35. First, in direct violations of Labor Code section 226, Defendants failed to provide
25 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
26 accurate itemized wage statements in writing. This failure was the result of Defendant issuing
27 wages due in the form of electronic direct deposit into the bank accounts of employees and not
28 providing Plaintiff and other current and former aggrieved California-based hourly non-exempt

1 employees with an option to receive a regularly furnished physical paycheck. Defendant did not
2 provide Plaintiff and other current and former aggrieved California-based hourly non-exempt
3 employees with any way to access accurate wage statements while at work or through any
4 computer and failed to provide them with a way to print free copies of their electronic wage
5 statements. Instead, Plaintiff and other current and former aggrieved California-based hourly non-
6 exempt employees are required to call Defendant and specially request a physical paycheck, and
7 these requests would need to be constantly made in order to receive all wage statements in the
8 form of a physical document.

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

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

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

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

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

1 Labor Code section 2699.3.

2 41. Plaintiff has complied with the procedures for bringing suit specified in Labor
3 Code section 2699.3. On October 15, 2021, Plaintiff filed notice with LWDA and provided notice
4 to Defendants by certified mail which provided notice of the specific provisions of the Labor Code
5 alleged to have been violated, including the facts and theories to support the violations alleged.

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

11 43. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
12 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226, 226.7, 510,
13 512, 1194, and 1197 during the Civil Penalty Period in the following amounts:

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

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

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

26 d. For violations of Labor Code section 1194 and 1197, one hundred dollars
27 (\$100) for each underpaid employee for each pay period for the initial violation, and for each
28 subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay

period [penalty amounts established by Labor Code section 1197.1] and any unpaid wages.

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

PRAYER FOR RELIEF

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

ON THE FIRST CAUSE OF ACTION:

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

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

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

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

Dated: October 21, 2022

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By:



Joseph Lavi, Esq.
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AMANDIA SMITH
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