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10 Attorneys for Plaintiff REINA ALFARO,
11 on behalf of herself and all other aggrieved employees

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF LOS ANGELES

14 REINA ALFARO, on behalf of herself and all
15 other aggrieved employees,

16 PLAINTIFF,

17 vs.

18 HIGHGATE HOTELS, L.P., a Delaware limited
19 partnership d/b/a WESTIN LONG BEACH, and
20 DOES 1 through 10, inclusive,

21 DEFENDANTS.

CASE NO.: 22STCV02672

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

1 Plaintiff REINA ALFARO (“PLAINTIFF”), on behalf of herself and all other aggrieved
2 employees, alleges as follows:

3 **SUMMARY OF CASE**

4 1. PLAINTIFF brings this action on behalf of herself and all other aggrieved employees of
5 Defendant HIGHGATE HOTELS, L.P., a Delaware limited partnership (“HIGHGATE HOTELS”)
6 d/b/a WESTIN LONG BEACH, and DOES 1 through 10, inclusive (collectively, “DEFENDANTS”) to
7 recover civil penalties arising from Defendants’ unpaid wages earned and due to Plaintiff and the
8 aggrieved employees, including but not limited to unpaid minimum wages, failure to pay all wages due
9 to discharged or quitting employees, failure to maintain required records, failure to provide accurate
10 itemized wage statements, failure to reimburse business expenses, and failure to timely pay wages during
11 employment.

12 **THE PARTIES**

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

16 3. PLAINTIFF is informed and believes, and based thereon alleges, that Defendant
17 HIGHGATE HOTELS is, and all times relevant to this action was, a corporation organized and existing
18 under the laws of the State of Delaware. PLAINTIFF is further informed and believes, and based thereon
19 alleges, that Defendant HIGHGATE HOTELS is authorized to transact and conduct business in the State
20 of California and does transact and conduct business in the County of Los Angeles, State of California.
21 Further, HIGHGATE HOTELS maintains grounds, facilities, and offices in the County of Los Angeles,
22 State of California. HIGHGATE HOTELS employed PLAINTIFF and other aggrieved persons within
23 the State of California.

24 4. PLAINTIFF is informed and believes, and based thereon alleges, that Defendant
25 HIGHGATE HOTELS does business as WESTIN LONG BEACH in the County of Los Angeles, State
26 of California. HIGHGATE HOTELS d/b/a WESTIN LONG BEACH is, and at all relevant times was,
27 an employer whose employees were and are engaged to work in the State of California.

28 5. PLAINTIFF is informed and believes, and based thereon alleges, that defendant

1 HIGHGATE HOTELS is a hotel management company.

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

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

16 8. PLAINTIFF is informed and believes, and based thereon alleges, that in perpetrating the
17 acts and omissions alleged herein, DEFENDANTS, and each of them, acted pursuant to, and in
18 furtherance of, their policies and practices of not paying PLAINTIFF and other aggrieved employees all
19 wages earned and due, through methods and schemes which include, but are not limited to: failing to
20 properly maintain records; failing to provide accurate itemized statements for each pay period; failing
21 to timely pay wages during employment; and requiring, permitting, or suffering the employees to work
22 off the clock, in violation of the California Labor Code ("Labor Code") and applicable Industrial Welfare
23 Commission ("IWC") Wage Order(s).

24 9. PLAINTIFF is informed and believes, and thereon alleges, that each and every one of
25 the acts and omissions alleged herein were performed by, and/or attributable to, all DEFENDANTS,
26 each acting as agents and/or employees, and/or under the direction and control of, each of the other
27 DEFENDANTS, and that said acts and failures to act were within the course and scope of said agency,
28 employment, and/or direction and control.

1 10. PLAINTIFF is informed and believes, and based thereon alleges, that in accordance with
2 Labor Code Section 558.1, DEFENDANTS and any person acting on behalf of DEFENDANTS are
3 liable for violating, or causing to violate, any provision regulating minimum wages or hours and days
4 of work in any order of the Industrial Welfare Commission, or Labor Code Sections 1194, 203, 204,
5 210, 226, 1193.6 and/or 2802.

6 **JURISDICTION AND VENUE**

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

10 12. No federal question is at issue because the claims are based exclusively on California
11 state law.

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

19 **PAGA ALLEGATIONS**

20 14. In accordance with Labor Code Section 2699.3, on or about November 18, 2021,
21 PLAINTIFF gave written notice to the California Labor and Workforce Development Agency
22 ("LWDA"), by filing a PAGA Notice online, a copy of which was sent by certified mail to
23 DEFENDANTS notifying them of the specific provisions of the Labor Code and applicable Industrial
24 Welfare Commission ("IWC") Wage Order(s) alleged to have been violated, including the facts and
25 theories to support the alleged violations. PLAINTIFF'S PAGA Notice was sent by certified mail to
26 DEFENDANTS on November 18, 2021.

27 15. The LWDA did not provide notice of its intention to investigate DEFENDANTS'
28 violations within the sixty-five (65) calendar days of the postmark date of PLAINTIFF'S PAGA Notice.

1 Since PLAINTIFF has waited more than sixty-five (65) days from the postmark date of PLAINTIFF's
2 PAGA Notice before filing this Civil Action, PLAINTIFF has complied with all of the requirements
3 set forth in Labor Code Section 2699.3 to commence a representative action under the PAGA.

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

10 17. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code
11 Sections 2698-2699.5, PLAINTIFF brings this action on behalf of herself and all current and former
12 non-exempt aggrieved employees of DEFENDANTS in the State of California beginning from May
13 27, 2020 (as tolled by Emergency Rule 9) and ending at the time this action settles or proceeds to final
14 judgment (the "PAGA PERIOD").

15 **PREDICATE LABOR CODE VIOLATIONS**

16 **Failure to Pay Minimum Wages**

17 **(Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4)**

18 18. Under Labor Code Sections 1194 and 1197 and applicable IWC Wage Orders, including
19 but not limited to IWC Wage Order No. 5-2001, § 4, payment to an employee of less than the applicable
20 minimum wage for all hours worked in a payroll period is unlawful.

21 19. PLAINTIFF is informed and believes, and based thereon alleges, that during the PAGA
22 PERIOD and in violation of Labor Code Sections 1194 and 1197 and the applicable IWC Wage Order(s),
23 DEFENDANTS failed to pay PLAINTIFF and other aggrieved employees the applicable minimum
24 wages for all hours worked in a payroll period by, among other things: requiring, suffering, or permitting
25 PLAINTIFF and other aggrieved employees to wait in line pre-shift and off-the-clock for and during
26 their COVID-19 temperature checks that occurred before the start of their shifts, and before they
27 "clocked in."

1 20. Although DEFENDANTS maintained a common policy and practice of requiring
2 PLAINTIFF and the aggrieved employees to stand/wait in line pre-shift and complete screening
3 documents for COVID-19 temperature checks during the PAGA PERIOD, DEFENDANTS failed to
4 compensate PLAINTIFF and the other aggrieved employees for such time, despite the fact that it is
5 compensable time under state law.

6 21. PLAINTIFF is informed and believes, and based thereon alleges, that beginning around
7 March 2020 and continuing to the present, PLAINTIFF and aggrieved employees formed a line in or
8 near DEFENDANTS' premises before shifts and were required to have their temperatures checked by
9 DEFENDANTS, and complete screening documents.

10 22. Through their policy and practice of requiring PLAINTIFF and the aggrieved employees
11 to undergo pre-shift COVID-19 temperature checks, DEFENDANTS violated Labor Code Section
12 1194.

13 23. Under California law, employees must be paid for all "hours worked." Hours worked
14 include "the time during which an employee is subject to the control of an employer and includes all the
15 time the employee is suffered or permitted to work, whether or not required to do so." See IWC Wage
16 Order Nos. 1-2001 and 7-2001, 2(G); see also *Mendiola v. CPS Security Solutions, Inc.*, 60 Cal. 4th 833
17 (2015). "[I]t is only necessary that the worker be subject to the control of the employer in order to be
18 entitled to compensation." *Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 584 (2000). An employee
19 is under the employer's control and entitled to compensation when the employer "'directs, commands
20 or restrains' an employee." *Id.* at 583 (citation omitted).

21 24. As the California Supreme Court made clear in *Morillion*, when determining whether an
22 employee's activity is under the employer's control entitling him or her to compensation, the import is
23 not whether the employer requires the activity and thus whether employees can avoid it, but the level of
24 control employers exert over employees during the activity: "The level of the employer's control, *rather*
25 *than the mere fact that the employer requires the employees' activity is determinative.*" *Morillion*, 22
26 Cal.4th at 587 (emphasis added).

27 25. In *Frlekin v. Apple Inc.*, the California Supreme Court reaffirmed its holding in *Morillion*
28 that "[t]he level of the employer's control over its employees, rather than the mere fact that the employer

1 requires the employees’ activity, is determinative” concerning whether an activity is compensable under
2 the “hours worked” control clause. *Frlekin*, 8 Cal. 5th 1038, 1051 (2020) (citing *Morillion*, 22 Cal. 4th
3 at 587). In *Frlekin*, the California Supreme Court found that time employees spent undergoing bag
4 searches for security purposes at the end of their shifts was compensable. The Court reasoned its decision
5 by analyzing the factors that determine whether an employer has exerted compensable control:

6 We also emphasize that whether an activity is required remains probative in determining
7 whether an employee is subject to the employer’s control. But, at least with regard to
8 cases involving *onsite* employer-controlled activities, the mandatory nature of an activity
9 is not the only factor to consider. We conclude that courts may and should consider
10 additional relevant factors—including, but not limited to, the location of the activity, the
degree of the employer’s control, whether the activity primarily benefits the employee or
employer, and whether the activity is enforced through disciplinary measures—when
evaluating such employer-controlled conduct.

11 *Id.* at 1056. To be free of the employer’s control for purposes of “hours worked,” the employee must
12 be free to use his or her time “effectively for his or her own purposes.” *Morillion*, 22 Cal.4th at 583.

13 26. Here, as in *Frlekin*, Plaintiff and the aggrieved employees could not avoid DEFENDANTS’
14 COVID-19 temperature checks and completion of screening documents (which took place on
15 DEFENDANTS’ premises and before they could clock in) and could not then use their time effectively
16 for their own purposes. As such, DEFENDANTS exercised compensable control over Plaintiff and the
17 aggrieved employees who underwent COVID-19 temperature checks and owe wages to those
18 employees and former employees at this time.

19 27. Notably, under state law, perhaps in contrast to federal law, there is no *de minimis* defense
20 allowing DEFENDANTS not to pay for such time. *See, Troester v. Starbucks Corp.*, 5 Cal.5th 829 (2018)
21 where the California Supreme Court held that the *de minimis* principle was not applicable in the context
22 of an alleged policy requiring employees to work minutes off the clock routinely; *see also, Frlekin*, 2020
23 Cal. LEXIS 547 (February 13, 2020) (hours work is defined as the time during which an employee is
24 subject to the control of an employer, and includes all the time the employee is suffered or permitted to
25 work, whether or not required to do so).

26 28. Applying these legal principles, the California Department of Industrial Relations
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1 issued guidance that supports Plaintiff’s claim that DEFENDANTS unlawfully failed to pay him and
2 the aggrieved employees for their time spent on worksite temperature checks before clocking in for their
3 shifts. See Cal. Dept. of Industrial Relations, Safe Reopening FAQs for Workers and Employers (July
4 8, 2021), available at https://www.dir.ca.gov/covid19/FAQs_COVID-19_Safe_Reopening.htm, which
5 provides the following in regard to FAQ #10 (titled “Medical Checks, Testing, and Vaccinations”):

6 **“10. Q: Must my employer pay me for time spent at my employer’s worksite completing**
7 **certain medical checks (including temperature checks) before beginning a shift?**

8 **A: Yes.** Employers must pay workers for all hours worked, including time that a worker is under
9 the control of the employer. Employers that require their workers to complete a medical check
10 in order to begin a shift, even if it is recommended under public health orders, must compensate
11 workers for that time worked.

12 The term “hours worked” means the time during which a worker is subject to the control of an
13 employer, and includes all the time the worker is suffered or permitted to work, whether or not
14 required to do so. Under this definition, one way to determine whether time a worker spends
15 performing a task is compensable—that is, whether it is time “worked”—is whether the
16 employer exercised control over the worker by requiring the worker to perform that task.

17 If an employer requires that all workers perform a medical check (such as a temperature check)
18 onsite before beginning a shift, the time completing the medical check, including any time
19 waiting in line, would constitute time worked. This requirement applies even if such tasks were
20 performed pursuant to a state or local public health guideline, because the check is done at the
21 request and thus under the control of the employer.” (emphasis added).

22 29. Through their policy and practice of requiring Plaintiff and the aggrieved employees to
23 undergo pre-shift COVID-19 temperature checks and complete screening documents, DEFENDANTS
24 violated Labor Code § 1194.

25 30. As a result of DEFENDANTS’ policy and practices described above, DEFENDANTS
26 regularly failed to pay PLAINTIFF and all aggrieved employees for all hours worked in violation of
27 Labor Code Sections 1194 and 1197.

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

31. Under Labor Code Section 204, for all compensable time and labor performed between
the 1st and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
employees between the 16th and 26th day of the month during which the labor was performed. Labor

1 Code Section 204 provides that for all labor performed between the 16th and 26th days of any calendar
2 month, DEFENDANTS are required to pay their nonexempt employees between the 1st and 10th day
3 of the following calendar month.

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

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

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

11 **(Labor Code §§ 201, 202, 203)**

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

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

20 36. Labor Code Section 203 provides that if an employer willfully fails to pay, in accordance
21 with Labor Code Sections 201 and 202, any wages of an employee who is discharged or who quits, the
22 employer is liable for waiting time penalties in the form of continued wages to the employee for up to
23 thirty (30) days.

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

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Failure to Furnish Accurate Itemized Wage Statements
(Labor Code § 226(a); IWC Wage Order No. 5-2001, § 7)

38. During the PAGA PERIOD, DEFENDANTS failed and continue to fail to provide PLAINTIFF and other aggrieved employees with timely and accurate itemized wage statements in writing showing each employee's accurate total of gross wages earned, accurate total of total hours worked, and the accurate total of net wages earned, in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code Section 226, subdivision (a) and applicable IWC Wage Order(s), including but not limited to IWC Wage Order No. 5-2001, § 7.

39. As alleged above, PLAINTIFF is informed and believes, and based thereon alleges, that during the PAGA PERIOD, DEFENDANTS knowingly and intentionally failed to pay PLAINTIFF and all aggrieved employees all minimum wages associated with time spent by them on off-the-clock and pre-shift COVID-19 temperature checks. Accordingly, all wage statements contained inaccurate information as to hours worked and wages earned (since time spent on pre-shift COVID temperature checks were never included).

40. As a result of DEFENDANTS' unlawful policies and practices and failure to pay all earned wages, including minimum wages, DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and other aggrieved employees with timely and accurate itemized wage statements in accordance with Labor Code Section 226, subdivision (a).

41. During the PAGA PERIOD, PLAINTIFF and other aggrieved employees suffered injury as a result of DEFENDANTS' failure to provide timely and accurate itemized wage statements as PLAINTIFF and other aggrieved employees could not timely and easily determine from the wage statements the actual and accurate total hours worked by the employees, the gross wages earned, the net wages earned, since time spent on COVID-19 temperature checks, and waiting in line was always done off the clock and pre-shift.

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1 **Failure to Reimburse Business Expenses**

2 **(Labor Code § 2802)**

3 42. California Labor Code Section 2802 requires an employer to indemnify an employee
4 for all necessary expenditures incurred by the employee in direct consequence of the discharge of his
5 or her duties.

6 43. During the PAGA PERIOD, PLAINTIFF and other aggrieved employees incurred
7 necessary business expenses and costs that were not reimbursed by DEFENDANTS.

8 44. During the PAGA PERIOD, PLAINTIFF, and on information and belief other aggrieved
9 employees, were routinely called upon to use their personal cell phones for work-related calls and
10 communications during shifts.

11 45. DEFENDANTS failed to indemnify PLAINTIFF, and other aggrieved employees, for
12 cell phone charges incurred during the term of their employment, thereby violating Labor Code Section
13 2802. PLAINTIFF, and other aggrieved employees, are entitled to indemnification from
14 DEFENDANTS for these expenses in accordance with Labor Code Section 2802, who do not have a
15 policy or practice in place for reimbursement of business expenses incurred by PLAINTIFF and other
16 employees.

17 46. DEFENDANTS had an obligation to reimburse PLAINTIFF, and other aggrieved
18 employees, for business related costs incurred for their cell phones and because of their failure to do
19 so, DEFENDANTS are subject to penalties, interest, and attorneys' fees. LABOR CODE § 2802 (b)-
20 (d).

21 **FIRST CAUSE OF ACTION**

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

23 **(Labor Code §§ 2698 *et seq.*)**

24 **(AGAINST ALL DEFENDANTS)**

25 47. PLAINTIFF hereby incorporates by reference, as though fully set forth herein, each of
26 the allegations in paragraphs 1 through 46, above.

27 48. PLAINTIFF is an "aggrieved employee" within the meaning of Labor Code Section
28 2699, subdivision (c), and a proper representative to bring a civil action on behalf of herself and other

1 current and former non-exempt employees and joint employees of DEFENDANTS under the procedures
2 specified in Labor Code Section 2699.3, because PLAINTIFF was jointly employed by DEFENDANTS
3 and one or more of the alleged Labor Code violations was committed against PLAINTIFF during the
4 PAGA PERIOD.

5 49. PLAINTIFF seeks to recover civil penalties through a representative action permitted by
6 PAGA.

7 50. Pursuant to Labor Code Sections 2698 through 2699.5, PLAINTIFF seeks to recover
8 civil penalties from DEFENDANTS in a representative action for the violations set forth above which
9 include, but are not limited to, violations of Labor Code Sections 201, 202, 203, 204, 210, 226,
10 subdivision (a), 1194, 1194.2, 1197, 1197.1, 1198, and 2802.

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

14 a. Under Labor Code Section 210, pursuant to which DEFENDANTS are subject to a civil
15 penalty in the amount of one hundred dollars (\$100.00) for the initial violation and two hundred dollars
16 (\$200.00) per employee for violations in subsequent pay periods for violations of Labor Code Section
17 204;

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

22 c. Under Labor Code Section 1197.1, pursuant to which an employer who pays or causes
23 to be paid to any employee a wage less than the minimum fixed by an order of the commission, shall be
24 subject to a civil penalty as follows: for any initial violation that is intentionally committed, one hundred
25 dollars (\$100.00) for each underpaid employee for each pay period for which the employee is underpaid;
26 and for each subsequent violation of the same offense, two hundred fifty dollars (\$250.00) for each
27 underpaid employee for each pay period for which the employee is underpaid regardless of whether or
28 not the initial violation was intentionally committed.

1 52. PLAINTIFF seeks civil penalties based on DEFENDANTS' violations of Labor Code
2 provisions for which a civil penalty is not specifically provided. Labor Code Section 2699, subdivision
3 (f) provides that for all Labor Code violations for which a civil penalty is not specifically provided, the
4 following civil penalties apply: one hundred dollars (\$100.00) for each aggrieved employee per pay
5 period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay
6 period for each subsequent violation.

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

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

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PRAYER FOR RELIEF

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

1. For civil penalties according to proof and all penalties authorized under the PAGA including under Labor Code Sections 210, 226.3, 1197.1, 1194, 1197.1, and 2699, subdivisions (a) and (f);

2. For reasonable attorneys' fees and costs as allowed by law including pursuant to Labor Code Section 2699, subdivision (g) and any other applicable provisions providing for attorneys' fees and costs; and

3. For such further and additional relief as allowed by law or which the Court deems just and proper.

DATED: January 24, 2022

Respectfully submitted,

PROXY LAW FIRM LLP



Rana Nader
Hengameh Safaei
Co-Counsel for Plaintiff REINA ALFARO,
on behalf of herself and all other aggrieved
employees