

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Courtney M. Miller, Esq. (SBN 327850)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Emails: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
cmiller@lelawfirm.com
wht1@lelawfirm.com

Assigned For All Purposes
Judge William Cluster
cx-104

Attorneys for Plaintiff PATRICK GERARD C. HALILI,
on behalf of himself and all other current and former
aggrieved California-based hourly non-exempt employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

PATRICK GERARD C. HALILI, on behalf of
himself and all other current and former
aggrieved California-based hourly non-exempt
employees,

Plaintiff,

vs.

B. BRAUN MEDICAL INC.; and DOES 1 to
100, inclusive,

Defendants.

Case No.: 30-2022-01244784-CU-OE-CXC

PAGA ACTION

**PLAINTIFF PATRICK GERARD C.
HALILI'S COMPLAINT FOR:**

- 1. CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

COMES NOW Plaintiff PATRICK GERARD C. HALILI ("Plaintiff"), on behalf of
himself and all other current and former aggrieved California-based hourly non-exempt
employees, who alleges and complains against Defendants B. BRAUN MEDICAL INC.; and
DOES 1 to 100, inclusive (collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*,
("PAGA") representative action brought by Plaintiff on behalf of himself, all other current and

1 former aggrieved California-based hourly non-exempt employees, and the State of California
2 seeking civil penalties associated with Defendants’ violations of the Labor Code based on
3 Defendants’ failure to pay minimum wages for all hours worked; failure to pay overtime wages for
4 overtime hours worked; failure to pay meal period premiums at the proper regular rate; failure to
5 pay rest period premiums at the proper regular rate; failure to timely pay earned wages during
6 employment; failure to provide complete and accurate wage statements; failure to timely pay all
7 earned and unpaid wages due upon separation of employment; and failure to maintain
8 temperatures providing reasonable comfort. After filing the requisite notice with the Labor and
9 Workforce Development Agency (“LWDA”), Plaintiff now seeks the following on a
10 representative basis: civil penalties, reasonable attorneys’ fees pursuant to Labor Code section
11 2699(g)(1) and costs brought on behalf of Plaintiff, all other current and former aggrieved
12 California-based hourly non-exempt employees of Defendants, and the State of California.

13 **II. JURISDICTION AND VENUE**

14 2. This Court has jurisdiction over the claims of Plaintiff and other current and former
15 aggrieved California-based hourly non-exempt employees because Plaintiff’s lawsuit seeks civil
16 penalties on behalf of himself, all other current and former aggrieved California-based hourly non-
17 exempt employees of Defendants, and the State of California in excess of twenty-five thousand
18 dollars (\$25,000); Defendants employed Plaintiff and other current and former aggrieved
19 California-based hourly non-exempt employees in locations throughout California, including
20 Orange County at 2525 McGaw Avenue, Irvine, California 92614; and the injuries to Plaintiff and
21 other current and former aggrieved California-based hourly non-exempt employees occurred in
22 locations throughout California, including Orange County.

23 **III. PARTIES**

24 3. Plaintiff brings this action on behalf of himself, all other current and former
25 aggrieved California-based hourly non-exempt employees of Defendants, and the State of
26 California pursuant to PAGA. The named Plaintiff and other aggrieved employees are current,
27 former, and/or future employees of Defendants who work, worked, or will work for Defendants as
28 hourly non-exempt employees in California. At all times mentioned herein, the currently named

1 Plaintiff is and was domiciled in and a resident of California and was employed by Defendants as
2 an hourly non-exempt employee within the one (1) year prior to the filing of PAGA Claim Notice
3 with LWDA. More specifically, Plaintiff worked for Defendants as an hourly non-exempt
4 employee from in or around June 2018 until on or around December 21, 2020.

5 4. Plaintiff is informed and believes, and thereon alleges, that Defendant B. BRAUN
6 MEDICAL INC. is authorized to do business within the State of California and is doing business
7 in the State of California and/or that Defendants DOES 1-33 are, and at all times relevant hereto,
8 were persons acting on behalf of Defendant B. BRAUN MEDICAL INC. who violated or caused
9 to be violated provisions of the Labor Code and/or the Industrial Welfare Commission's wage
10 orders regulating hours and days of work. Plaintiff is informed and believes, and thereon alleges,
11 that Defendant B. BRAUN MEDICAL INC. was Plaintiff's employer and suffered and permitted
12 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to
13 work and exercised control over the wages, hours, and working conditions of employment of
14 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees.

15 5. Plaintiff is informed and believes, and thereon alleges, that Defendants DOES 34-
16 66 are corporations, or are other business entities or organizations of a nature unknown to Plaintiff
17 that employed Plaintiff and other current and former aggrieved California-based hourly non-
18 exempt employees to work, and exercised control over the working conditions of employment of
19 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees.

20 6. Plaintiff is informed and believes, and thereon alleges, that Defendants DOES 67-
21 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued individually
22 and in his or her capacity as an agent, shareholder, owner, representative, manager, supervisor,
23 independent contractor and/or employee of each defendant who violated or caused to be violated
24 the Labor Code and/or any provision of the Industrial Welfare Commission's wage orders
25 regulating working conditions.

26 7. Plaintiff is unaware of the true names of Defendants DOES 1-100. Plaintiff sues
27 said Defendants by said fictitious names and will amend this Complaint when the true names and
28 capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted

1 by law or by the Court. Plaintiff is informed and believes that each of the fictitiously named
2 Defendants is in some manner responsible for the events and allegations set forth in this
3 Complaint.

4 8. Plaintiff makes the allegations in this Complaint without any admission that
5 Plaintiff bears the burden of pleading, proving, or persuading as to any particular allegation, and
6 Plaintiff reserves all of Plaintiff's rights to plead in the alternative.

7 **FIRST CAUSE OF ACTION**

8 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
9 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

10 **(Against All Defendants by Plaintiff)**

11 9. Plaintiff hereby incorporates by reference paragraphs 1-8 above, as if fully set forth
12 below.

13 10. Pursuant to the applicable Industrial Welfare Commission ("IWC") Wage Order
14 ("Wage Order") codified in the California Code of Regulations, Title 8, Defendants were
15 employers of Plaintiff within the meaning of the applicable Wage Order and Labor Code sections.
16 Therefore, each of the Defendants is jointly and severally liable for the wrongs complained of
17 herein in violation of the Wage Order and Labor Code.

18 11. During the one (1) year preceding the filing of the PAGA Claim Notice with
19 LWDA, Defendants violated Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194,
20 1197, and 1198. Specifically, Defendants committed the following violations of the Labor Code:

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

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

1 Wage Orders.

2 14. Plaintiff and other current and former aggrieved California-based hourly non-
3 exempt employees worked more minutes per shift than Defendants credited them with having
4 worked. Specifically, Defendants employed policies, practices, and/or procedures including, but
5 not limited to: since the outbreak of COVID-19, requiring Plaintiff and other current and former
6 aggrieved California-based hourly non-exempt employees to arrive prior to the start of their shifts
7 in order to line up to wait to undergo off-the-clock temperature checks and complete medical
8 questionnaires prior to being permitted to clock in for the start of their shifts – without paying
9 employees for such time.

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

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

21 17. Labor Code sections 510 and 1194 require an employer to compensate employees a
22 higher rate of pay for hours worked in excess of eight (8) hours in a workday, forty (40) hours in a
23 workweek, and on any seventh consecutive day of work in a workweek. Any work in excess of
24 eight (8) hours in one workday, any work in excess of forty (40) hours in any one (1) workweek,
25 and the first eight (8) hours worked on the seventh day of work in any one (1) workweek, shall be
26 compensated at the rate of no less than one-and-one-half (1.5) times the regular rate of pay for an
27 employee. Any work in excess of twelve (12) hours in one (1) day shall be compensated at the rate
28 of no less than twice the regular rate of pay for an employee. In addition, any work in excess of

1 eight (8) hours on any seventh day of a workweek shall be compensated at the rate of no less than
2 twice the regular rate of pay of an employee. Labor Code section 510.

3 18. Despite California law requiring employers to pay employees a higher rate of pay
4 for all hours worked more than eight (8) hours in a workday, more than forty (40) hours in any one
5 (1) workweek, and/or the first eight (8) hours worked on the seventh day of work, Defendants
6 failed to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt
7 employees overtime wages due them for their daily overtime hours worked.

8 19. As described above, Plaintiff and other current and former aggrieved California-
9 based hourly non-exempt employees worked more minutes per shift than Defendants credited
10 them with having worked. Specifically, Defendants employed policies, practices, and/or
11 procedures including, but not limited to: since the outbreak of COVID-19, requiring Plaintiff and
12 other current and former aggrieved California-based hourly non-exempt employees to arrive prior
13 to the start of their shifts in order to line up to wait to undergo off-the-clock temperature checks
14 and complete medical questionnaires prior to being permitted to clock in for the start of their shifts
15 – without paying employees for such time.

16 20. The foregoing policies, practices, and/or procedures resulted in time during each
17 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
18 employees were under the control of Defendants but were not compensated for such time. To the
19 extent that the foregoing uncompensated time occurred on workdays that Plaintiff and other
20 current and former aggrieved California-based hourly non-exempt employees already worked
21 eight (8) in a workday, forty (40) hours in a workweek and/or seven (7) consecutive days, this
22 unpaid time should have been paid at the overtime rate of pay for Plaintiff and other current and
23 former aggrieved California-based hourly non-exempt employees, pursuant to Labor Code
24 sections 510, 1194, 1198, and the Wage Order.

25 21. **Failure to pay meal period premiums at employees' regular rate of pay:**
26 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
27 regularly worked shifts of more than five (5) hours in length.

28 ///

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

23. 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 at §11.

24. "The regular rate at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf, of the employee." See Division of Labor Standards Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

25. In this case, during pay periods that Defendants paid Plaintiff and other current and former aggrieved California-based hourly non-exempt employees both additional remuneration (including, but not limited to, for example "Shift Pay") and meal period premium wages for missed, late, short, and/or interrupted meal periods, Defendants failed to pay the meal period premium wages at one (1) hour of pay at Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees' regular rate of compensation due to Defendants' failure to include the additional remuneration when calculating Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees' regular rate of compensation for the purpose of paying meal period premium wages.

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26. For example, during the pay period beginning June 8, 2020, and ending June 21, 2020, Plaintiff earned additional remuneration in the form of “Shift Pay” and “Shift Pay Ot” and earned 1.0 hours of meal period premium pay coded as “Ca Lunch Pen.” The meal period premium pay rate reflected on the paystub for this pay period, however, was \$17.15/hour, which was Plaintiff’s base rate of pay as also reflected on this paystub. Because the meal period premium pay rate reflected is equal to Plaintiff’s base rate, it is evident that Defendants failed to include Plaintiff’s additional remuneration when computing Plaintiff’s regular rate of pay for purposes of paying meal period premium wages during this pay period.

27. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff and other current and former aggrieved California-based hourly non-exempt employees not receiving premium wages at the regular rate to compensate them for workdays in which Defendants failed to authorize or permit them to take all legally required and compliant meal periods, as required by Labor Code section 226.7 and Wage Order at §11.

28. **Failure to pay rest period premiums at employees’ regular rate of pay:** Plaintiff and other current and former aggrieved California-based hourly non-exempt employees regularly worked shifts of more than three-and-a-half (3.5) hours.

29. California law requires every employer to authorize and permit an employee a rest period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code section 226.7; Wage Order at §12. If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday the employer did not authorize or permit a legally required rest period. *Id.* Under California law, “[e]mployees are entitled to 10 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7; Wage Order at §12. Rest periods, insofar as practicable, shall be in the middle of each work period. Wage Order at §12. Additionally, the rest period requirement “obligates employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*, (2016) 5

1 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and
2 relinquish control over how employees spend their time. *Id.*

3 30. As previously noted, “[t]he regular rate at which an employee is employed shall be
4 deemed to include all remuneration for employment paid to, or on behalf, of the employee.” See
5 Division of Labor Standards Enforcement – Enforcement Policies and Interpretations Manual,
6 Section 49.1.2.

7 31. In this case, during pay periods that Defendants paid Plaintiff and other current and
8 former aggrieved California-based hourly non-exempt employees both additional remuneration
9 (including, but not limited to, for example “Shift Pay”) and rest period premium wages for missed,
10 late, short, and/or interrupted rest periods, Defendants failed to pay the rest period premium wages
11 at one (1) hour of pay at Plaintiff’s and other current and former aggrieved California-based
12 hourly non-exempt employees’ regular rate of compensation due to Defendants’ failure to include
13 the additional remuneration when calculating Plaintiff’s and other current and former aggrieved
14 California-based hourly non-exempt employees’ regular rate of compensation for the purpose of
15 paying rest period premium wages.

16 32. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff
17 and other current and former aggrieved California-based hourly non-exempt employees not
18 receiving premium wages at the regular rate to compensate them for workdays in which
19 Defendants failed to authorize or permit them to take all legally required and compliant rest
20 periods, as required by Labor Code section 226.7 and Wage Order at §12.

21 33. **Failure to timely pay earned wages during employment:** In California, wages
22 must be paid at least twice during each calendar month on days designated in advance by the
23 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
24 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
25 16th and the 26th day of that month and wages earned between the 16th and the last day,
26 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
27 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
28 paid within seven (7) calendar days following the close of the payroll period in which wages were

1 earned. Labor Code section 204(d).

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

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

25 36. As a derivative of Plaintiff's claims above, Defendants failed to provide accurate
26 wage and hour statements to Plaintiff and other current and former aggrieved California-based
27 hourly non-exempt employees who were subject to Defendants' control for uncompensated time
28 and who did not receive all their earned wages (including minimum wages, overtime wages, meal

period premium wages at the proper regular rate, and/or rest period premium wages at the proper regular rate), in violation of Labor Code section 226.

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

38. As a result of Defendants' aforementioned violations of the Labor Code (including failure to pay minimum wages, overtime wages, meal period premium wages at the proper regular rate, and/or rest period premium wages at the proper regular rate), Plaintiff alleges that he, and on information and belief, other former aggrieved California-based hourly non-exempt employees, were not timely paid all their final wages after each employee's termination and/or resignation, as required by Labor Code sections 201, 202, and 203.

39. **Failure to maintain temperatures providing reasonable comfort:** Labor Code section 1198 requires an employer to comply with the standard conditions of labor for California employees as set forth by the IWC. Section 15 of the Wage Order states:

(A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.

(B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort. Where the nature of the employment requires a temperature of less than 60° F., a heated room shall be provided to which employees may retire for warmth, and such room shall be maintained at not less than 68°.

(C) A temperature of not less than 68° shall be maintained in the toilet rooms, resting rooms, and change rooms during hours of use.

(D) Federal and State energy guidelines shall prevail over any conflicting provision of this section.

40. California law requires an employer to endeavor to provide a safe and healthy workplace. (California Code of Regulations, title 8, section 3203). Further, Labor Code section 6720 required the California Division of Occupational Safety and Health ("Cal/OSHA") to propose an indoor heat illness standard by January 1, 2019. (Labor Code section 6720).

1 Cal/OSHA's draft standard applies its proposed regulations to "all indoor work areas where the
2 temperature equals or exceeds 82 degrees Fahrenheit when employees are present."

3 41. At times during the one (1) year prior to the filing of the initial PAGA Claim
4 Notice, Defendants subjected Plaintiff and other current and former aggrieved California-based
5 hourly non-exempt employees to excessive heat and/or humidity in the workplace resulting in
6 temperatures equaling or exceeding eighty-two (82) degrees Fahrenheit.

7 42. In particular, Plaintiff alleges that Defendants' facility where Plaintiff and other
8 current and former aggrieved California-based hourly non-exempt employees worked, 2525
9 McGaw Avenue, Irvine, California 92614, routinely experienced excessive heat above 82 degrees
10 Fahrenheit during the months of June through September in addition at various points throughout
11 the year. Further, Plaintiff alleges that Defendants failed to employ any type of effective cooling
12 systems including, but not limited to, air conditioning systems, swamp fans, misters, or other
13 cooling devices at the Irvine facility. Rather, Plaintiff alleges that Defendants simply maintained
14 ceiling fans and/or one (1) or more floor fans that merely pushed the excessively hot air
15 throughout the facility rather than cooling the facility temperatures to a reasonable comfort.

16 43. Plaintiff further alleges that other current and former aggrieved California-based
17 hourly non-exempt employees often complained to Defendants' management personnel about the
18 excessive heat and asked that Defendants place additional and more effective cooling devices in
19 the facility. Other than placing additional, ineffective floor fans in the facility, Defendants failed to
20 take any measures to maintain facility temperatures to a reasonable comfort. For these reasons, at
21 times during the one (1) year prior to the filing of the initial PAGA Claim, Defendants failed to
22 provide Plaintiff and other aggrieved employees with reasonable comfort by maintaining the
23 indoor temperature within the range of industry standards through Defendants' policies, practices,
24 and/or procedures including, but not limited to, failing to provide adequate cooling and/or
25 ventilation, in violation of Labor Code section 1198 and Section 15 of the IWC Wage Orders.

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

1 section 2699.3.

2 45. Plaintiff has complied with the procedures for bringing suit specified in Labor
3 Code section 2699.3. On November 12, 2021, Plaintiff gave notice to Defendants by certified
4 mail, providing notice of the specific provisions of the Labor Code alleged to have been violated
5 and including the facts and theories to support the violations alleged, and filed such initial PAGA
6 Claim Notice with LWDA on December 1, 2021.

7 46. On December 1, 2021, Plaintiff filed an amended PAGA Claim Notice with
8 LWDA and gave notice to Defendants by certified mail, providing notice of the specific
9 provisions of the Labor Code alleged to have been violated and including the facts and theories to
10 support the violations alleged.

11 47. Pursuant to Labor Code section 2699.3, LWDA must give written notice by
12 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
13 within sixty-five (65) days of the date of the aggrieved employee or representative's written notice
14 and/or the employer may attempt to cure for certain violations. LWDA failed to provide the parties
15 notice within sixty-five (65) days of the date of Plaintiff's notice that it intended to investigate
16 Plaintiff's claims and/or Defendants failed to cure any of the alleged violations which could have
17 been cured.

18 48. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks civil penalties for
19 Defendants' violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194,
20 1197, 1198, for the one (1) year preceding the filing of the PAGA Claim Notice with LWDA, in
21 the following amounts:

22 a. For violations of Labor Code sections 201, 202, 203, 226.7, 1197, and
23 1198: one hundred dollars (\$100) for each employee per pay period for the initial violation and
24 two hundred dollars (\$200) for each employee per pay period for each subsequent violation, as
25 established by Labor Code section 2699(f)(2);

26 b. For violations of Labor Code section 204: one hundred dollars (\$100) for
27 any initial violation for each failure to pay each employee, and for each subsequent violation, or
28 any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each

1 employee, plus twenty-five percent (25%) of the amount unlawfully withheld, as established by
2 Labor Code section 210;

3 c. For violations of Labor Code section 226, subdivision (a): two hundred fifty
4 dollars (\$250) for each employee for each pay period for the initial violation, and for each
5 subsequent violation, one thousand dollars (\$1,000) for each underpaid employee for each pay
6 period, as established by Labor Code section 226.3;

7 d. For violations of Labor Code section 226, subdivision (a): seven hundred
8 fifty dollars (\$750) for each employee, as established by Labor Code section 226, subdivision (f).

9 e. For violations of Labor Code sections 510, 512, and 1194: fifty dollars
10 (\$50) for each employee for each pay period for the initial violation, and for each subsequent
11 violation, one hundred dollars (\$100) for each underpaid employee for each pay period, as
12 established by Labor Code section 558.

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

15 **PRAYER FOR RELIEF**

16 **WHEREFORE, PLAINTIFF ON BEHALF OF HIMSELF AND ALL OTHER**
17 **CURRENT AND FORMER AGGRIEVED CALIFORNIA-BASED HOURLY NON-**
18 **EXEMPT EMPLOYEES, PRAYS AS FOLLOWS:**

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

20 1. That Defendants be found to have violated the provisions of the Labor Code and
21 applicable IWC Wage Order as to Plaintiff and all other current and former aggrieved California-
22 based hourly non-exempt employees;

23 2. For any and all legally applicable penalties during the relevant statute of limitations
24 subject to any permissible tolling, including but not limited to, those recoverable under Labor
25 Code sections 2699(a) and (f), 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, and 1198;

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

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

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4 Dated: February 7, 2022

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

5
6 By: /s/ Courtney M. Miller
7 Joseph Lavi, Esq.
8 Vincent C. Granberry, Esq.
9 Courtney M. Miller, Esq.
10 Attorneys for Plaintiff PATRICK GERARD
11 C. HALILI, on behalf of himself and all other
12 current and former aggrieved California-
13 based hourly non-exempt employees
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