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**FILED**  
Superior Court of California  
County of Los Angeles

06/20/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: M. Molinar Deputy

Attorneys for Plaintiffs  
CHRISTIAN TWOMEY, individually and on behalf  
of all other similarly situated aggrieved employees

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

CHRISTIAN TWOMEY, on behalf of all  
other similarly situated aggrieved employees,

Plaintiffs,

v.

LOS ANGELES CONSERVATION CORPS,  
INC., a California Domestic Non-profit  
Corporation; and DOES 1 through 100,  
Inclusive

Defendants.

**CASE NO.: 21STCV45110**

[Assigned for all purposes to the Honorable Elihu M.  
Berle - SSC Dept. "6"]

Complaint Filed: December 10, 2021

**REPRESENTATIVE ACTION**

**FIRST AMENDED COMPLAINT FOR CIVIL  
PENALTIES UNDER THE LABOR CODE  
PRIVATE ATTORNEYS GENERAL ACT  
("PAGA") [Labor Code §§2698, et seq.] for:**

- 1. FAILURE TO PAY OVERTIME WAGES;**
- 2. FAILURE TO PAY MINIMUM WAGES;**
- 3. FAILURE TO PROVIDE MEAL  
PERIODS OR COMPENSATION IN LIEU  
OF;**
- 4. FAILURE TO PROVIDE PAID REST  
PERIODS;**
- 5. FAILURE TO TIMELY FURNISH  
ACCURATE ITEMIZED WAGE  
STATEMENTS;**
- 6. VIOLATION OF LABOR CODE §203**

Action Filed: December 10, 2021  
Trial Date: None Set

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15 Plaintiff CHRISTIAN TWOMEY, on behalf of the State of California and all other similarly  
16 situated aggrieved employees (hereinafter collectively referred to as “Plaintiffs”), hereby file this  
17 Complaint against Defendants LOS ANGELES CONSERVATION CORPS, INC. and DOES 1 through  
18 100, Inclusive (hereinafter collectively referred to as “Defendants”). Plaintiffs are informed and believe,  
19 and on the basis of that information and belief, allege as follows:

20 1. This is a representative action seeking recovery of civil penalties under the Private  
21 Attorneys General Act of 2004 (“PAGA”), California Labor Code (“Labor Code”) §§2698, et seq.  
22 PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of  
23 themselves and other aggrieved current and former employees to recover civil penalties for Defendants’  
24 violations of the Labor Code, and all applicable Industrial Welfare Commission (“IWC”) Orders.

25 2. The acts complained of herein occurred, occur and will occur, at least in part, within the  
26 time period from one (1) year preceding the filing of the PAGA notice, up to and through the time of  
27 trial for this matter. Plaintiffs timely exhausted their administrative remedies with the Labor Workforce  
28

1 Development Agency (“LWDA”) by sending a letter stating the facts and theories of liability to the  
2 LWDA and a copy to Defendant via certified mail. Plaintiffs waited sixty-five (65) days from the date  
3 of their notice to the LWDA before commencing this lawsuit.

4 3. The relevant employees in this action are Defendants’ hourly-paid non-exempt  
5 California based current and former employees during the relevant time period from one (1) year  
6 preceding the filing of the PAGA notice, up to and through the time of trial for this matter (hereinafter,  
7 the “aggrieved employees”).

## 8 I. SUMMARY OF CLAIMS

9 4. With regard to Defendants’ aggrieved employees, Defendants have:

- 10 a. Failed to pay all minimum wages and overtime wages;  
11 b. Failed to provide all legally-requisite meal periods;  
12 c. Failed to authorize and permit all paid legally-requisite rest periods;  
13 d. Derivatively failed to timely furnish accurate itemized wage statements; and  
14 e. Derivatively violated Labor Code §203.

15 5. With regard to Defendants’ California based non-exempt, hourly paid current and former  
16 employees that worked for Defendants in California, Defendants do not compensate said employees for  
17 the time they actually worked and as a result Defendants have failed to pay all wages due including  
18 overtime wages for all hours worked and failed to pay the required minimum wage for all hours worked  
19 because their employees work off the clock. Further, Defendants have failed to provide timely  
20 uninterrupted 30-minute meal periods; failed to provide paid rest periods; failed to timely furnish  
21 accurate itemized wage statements; violated Labor Code §203. Such policies and practices, as described  
22 herein, violate the Labor Code, and therefore trigger civil penalties. Therefore, Plaintiffs, on behalf of  
23 all aggrieved employees, bring this representative PAGA action pursuant to violations of the Labor  
24 Code, seeking penalties for the violations alleged herein, reasonable attorney’s fees and costs, and other  
25 relief as deemed proper.

## 26 II. PARTIES

### 27 PLAINTIFF CHRISTIAN TWOMEY

28 6. Plaintiff CHRISTIAN TWOMEY (hereinafter “TWOMEY” or “Plaintiff”) is an

individual over the age of eighteen (18) and is now and/or at all times mentioned in this Complaint was a citizen of the state of California and resident of the county of Los Angeles.

7. Plaintiff TWOMEY worked for Defendants as a non-exempt hourly employee. Plaintiff is a former employee of Defendants.

8. Plaintiff seeks statutory and civil penalties as applicable for the relevant time period because Defendants have (Plaintiff himself was harmed by):

- a. Failed to pay all wages due including overtime wages for all hours worked;
- b. Failed to pay the required minimum wage for all hours worked;
- c. failed to provide meal periods
- d. failed to provide paid rest periods;
- e. failed to timely furnish accurate itemized wage statements;
- f. violated Labor Code §203.

### **DEFENDANTS**

9. Plaintiff is informed and believes, and thereon alleges, that, at all times herein mentioned, Defendants were California business entities, with members that are citizens of California and duly organized, authorized, and licensed to do business in the State of California with their primary place of business in Los Angeles County. Defendants and DOES 1 through 100 were joint employers of Plaintiffs in that they were operating as a joint enterprise and both suffered and permitted Plaintiffs to work for each and both of them; controlled Plaintiffs' hours and working conditions; Controlled Plaintiffs' wages; Defendants and DOES 1 through 100 made the decision to hire Plaintiffs and had control of Plaintiffs' employment and therefore jointly employed Plaintiffs.

### **DOES 1 TO 100, INCLUSIVE**

10. DOES 1 to 100, inclusive at all times mentioned in this Complaint were doing business in the State of California.

11. Plaintiffs do not know the true names or capacities, whether individual, partner or corporate, of DOES 1 to 100, inclusive and for that reason, DOES 1 to 100 are sued under such fictitious names pursuant to California Code of Civil Procedure ("CCP") §474.

12. Plaintiffs will seek leave of court to amend this Complaint to allege such names and

capacities as soon as they are ascertained.

**ALL DEFENDANTS**

13. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were in some manner legally responsible for the events, happenings and circumstances alleged in this Complaint.

14. Defendants, and each of them, proximately subjected Plaintiffs to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in the Complaint.

15. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were the agents, servants and/or employees of some or all other Defendants, and vice versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this Complaint were acting within the course and scope of that agency, servitude and/or employment.

16. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint venture, partnership and common enterprise, and were acting within the course and scope of, and in pursuance of said joint venture, partnership and common enterprise.

17. Defendants, and each of them, at all times mentioned in this Complaint concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing complaint, injuries and/or damages alleged in this Complaint.

18. Defendants, and each of them, at all times mentioned in this Complaint approved of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in this Complaint.

19. Defendants, and each of them, at all times mentioned in this Complaint aided and abetted the acts and omissions of each and every one of the other Defendants thereby proximately causing the damages alleged in this Complaint.

**III. JURISDICTION AND VENUE**

20. The California Superior Court has jurisdiction in this matter due to Defendants' violations of Labor Code §201 et seq, Labor Code §500 et seq., Labor Code §1194, the IWC Wage Order(s) and related common law principles.

1           21.     The California Superior Court also has jurisdiction in this matter because both the  
2 individual and aggregate monetary damages and restitution sought herein exceed the minimal  
3 jurisdictional limits of the Superior court and will be established at trial according to proof. Further,  
4 there is no federal question at issue, as the issues herein are based solely on California statutes and law,  
5 including the Labor Code, IWC Wage Order(s) and the California Code of Civil Procedure.

6           22.     Venue is proper in Los Angeles County pursuant to CCP §395(a) and CCP §395.5 in  
7 that liability arose there because at least some of the transactions that are the subject matter of this  
8 Complaint occurred therein and/or each Defendant either is found, maintains offices, transacts business,  
9 and/or has an agent therein.

10                               **IV. CAUSES OF ACTION**

11                               **FIRST CAUSE OF ACTION**

12                               **PENALTIES PURSUANT TO LABOR CODE §§2698, et seq.**

13                               **(On Behalf of the Aggrieved Employees)**

14                               **(Against All Defendants)**

15           23.     Plaintiffs incorporate by reference and reallege each and every one of the allegations  
16 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

17           **A.     FAILURE TO PAY OVERTIME WAGES AND MINIMUM WAGES**

18           24.     Labor Code §510(a) states in pertinent part: “Any work in excess of eight hours in one  
19 workday and any work in excess of 40 hours in any one workweek ... shall be compensated at the rate  
20 of no less than one and one-half times the regular rate of pay for any employee.”

21           25.     Labor Code §204 establishes the fundamental right of all employees in the State of  
22 California to be paid wages in a timely fashion for their work.

23           26.     The minimum wage for employees with twenty six (26) employees or more is not less  
24 than ten dollars fifty cents (\$10.50) per hour on and after January 1, 2017, Eleven dollars (\$11) per hour  
25 on and after January 1, 2018, Twelve dollars (\$12) per hour on and after January 1, 2019, Thirteen  
26 dollars (\$13) per hour on or after January 1, 2020, Fourteen dollars (\$14) per hour on and after January  
27 1, 2021, Fifteen dollars (\$15) per hour on and after January 1, 2022 and Fifteen dollars (\$15) per hour  
28 for all employers regardless of size on and after January 1, 2023.

27. Further, pursuant to Labor Code §1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

28. Pursuant to Labor Code §1198, it is unlawful to employ persons for longer than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage Order(s).

29. Pursuant to the IWC Wage Order(s), Defendants are required to pay all aggrieved employees for all hours worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work, whether or not required to do so.

30. Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants had a consistent policy of failing to pay wages and/or overtime to Plaintiffs and aggrieved employees. Defendants do not compensate said employees for the time they actually worked and as a result Defendants have failed to pay all wages due including overtime wages for all hours worked and failed to pay the required minimum wage for all hours worked because their employees work off the clock Defendants' pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to all applicable civil penalties.

**B. FAILURE TO PROVIDE ALL MEAL PERIODS**

31. Labor Code §226.7(b) provides that "An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health."

32. Labor Code §512 provides that "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is

no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

33. Labor Code §516 provides that the Industrial Welfare Commission “may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for any workers in California consistent with the health and welfare of those workers.”

34. Section 11(A) of the IWC Wage Order(s) provides that “Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.”

35. Section 11(B) of the IWC Wage Order(s) provides that “If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.”

26. Labor Code §204 establishes the fundamental right of all employees in the State of California to be paid wages in a timely fashion for their work.

37. Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants in California, consistently:

a. Administered a uniform company policy and practice as to the pay policies regarding the aggrieved employees; and

b. On one or more occasions, certain aggrieved employees worked over five (5) hours per shift and therefore were entitled to a meal period of not less than thirty (30) minutes prior to exceeding five (5) hours of employment.

38. Further, on one or more occasions, certain aggrieved employees worked over ten (10) hours per shift and therefore were entitled to a second meal period of not less than 30 minutes.

39. These aggrieved employees did not validly or legally waive their meal periods, by mutual consent with Defendants or otherwise.

1           40.     These aggrieved employees did not enter into any written agreement with Defendants  
2 agreeing to an on-the-job paid meal period.

3           41.     As such, as a matter of Defendants' established company policy, Defendants failed to  
4 always comply with the meal period requirements established by Labor Code §226.7, Labor Code §512,  
5 Labor Code §516 and Section 11 of the IWC Wage Order(s) by failing to always provide these  
6 aggrieved employees with a first and in some cases a second legally compliant meal period, which  
7 creates an entitlement to recovery by the aggrieved employees of penalties pursuant to Labor Code  
8 §§2698, et seq. Defendants further "auto-deducted" meal periods even when meal periods were missed,  
9 short and/or late.

10          42.     Pursuant to Labor Code §§2699(g)(1), and/or any other applicable statute, these  
11 aggrieved employees request that the Court award reasonable attorneys' fees and costs incurred by  
12 them in this action.

13     **C.     FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS**

14          43.     Labor Code §226.7(b) provides that "An employer shall not require an employee to  
15 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable  
16 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and  
17 Health Standards Board, or the Division of Occupational Safety and Health."

18          44.     Labor Code §516 provides that the Industrial Welfare Commission "may adopt or amend  
19 working condition orders with respect to break periods, meal periods, and days of rest for any workers  
20 in California consistent with the health and welfare of those workers."

21          45.     Section 12(A) of the IWC Wage Order(s) states: "Every employer shall authorize and  
22 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each  
23 work period. The authorized rest period time shall be based on the total hours worked daily at the rate  
24 of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period  
25 need not be authorized for employees whose total daily work time is less than three and one-half (3 ½)  
26 hours. Authorized rest period time shall be counted as hours worked for which there shall be no  
27 deduction from wages."

28          46.     Section 12(B) of the IWC Wage Order(s) states: "If an employer fails to provide an

1 employee a rest period in accordance with the applicable provisions of this order, the employer shall  
2 pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday  
3 that the rest period is not provided."

4 47. Labor Code §204 establishes the fundamental right of all employees in the State of  
5 California to be paid wages in a timely fashion for their work.

6 48. Here, certain aggrieved employees sometimes worked over four (4) hours per shift and  
7 therefore were entitled to a rest period of not less than ten (10) minutes prior to exceeding four (4)  
8 hours of employment.

9 49. As a matter of Defendants' established company policy, Defendants failed to always  
10 authorize and permit the required rest periods established by Labor Code §226.7 and Labor Code §516  
11 and Section 12 of the IWC Wage Order(s), which creates an entitlement to recovery by the aggrieved  
12 employees of penalties pursuant to Labor Code §§2698, et seq.

13 50. Pursuant to Labor Code §§2699(g)(1) and/or any other applicable statute, these  
14 aggrieved employees request that the Court award reasonable attorneys' fees and costs incurred by  
15 them in this action.

16 **D. DERIVATIVE FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE**  
17 **STATEMENTS**

18 51. Labor Code §226(a) states in pertinent part: "Every employer shall, semimonthly or at  
19 the time of each payment of wages, furnish each of his or her employees, either as a detachable part of  
20 the check, draft, or voucher paying the employee's wages, or separately when wages are paid by  
21 personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)  
22 total hours worked by the employee... (4) all deductions... (5) net wages earned, (6) the inclusive dates  
23 of the period for which the employee is paid... (8) the name and address of the legal entity that is the  
24 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding  
25 number of hours worked at each hourly rate by the employee....".

26 52. Further, the IWC Wage Orders §7(A) states in pertinent part: "(A) Every employer shall  
27 keep accurate information with respect to each employee including the following: (3) Time records  
28 showing when the employee begins and ends each work period. Meal periods, split shift intervals, and

1 total daily hours worked shall also be recorded...(5) Total hours worked in the payroll period and  
2 applicable rates of pay....”

3 53. Therefore, pursuant to Labor Code §226(a) and the IWC Wage Orders §7(A), California  
4 employers are required to maintain accurate records pertaining to the total hours worked for Defendants  
5 by the aggrieved employees, including but not limited to, beginning and ending of each work period,  
6 meal period and split shift interval, the total daily hours worked, and the total hours worked per pay  
7 period and applicable rates of pay.

8 54. As a pattern and practice, in violation of Labor Code §226(a) and the IWC Wage Orders  
9 §7(A), Defendants did not and still do not furnish each of the aggrieved employees with an accurate  
10 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,  
11 (3) all deductions, (4) net wages earned and/or (5) all applicable hourly rates in effect during each  
12 respective pay period and the corresponding number of hours worked at each hourly rate by each  
13 respective individual. On a regular and consistent basis, Defendant has failed to provide Plaintiff and  
14 the aggrieved employees with itemized wage statements that comply with Labor Code § 226(a).  
15 Defendants failed to accurately show total hours worked by the employee in violation of Labor Code §  
16 226(a)(2) and the corresponding number of hours worked at each hourly rate in violation of Labor Code  
17 § 226(a)(9).

18 55. As set forth herein in prior causes of action, Defendants allegedly failed to pay the  
19 aggrieved employees all wages due and owing.

20 56. As a derivative result of this failure to pay wages and as a pattern and practice in  
21 violation of Labor Code §226(a) and the IWC Wage Orders §7(A), Defendants did not and do not  
22 maintain accurate records pertaining to the total hours worked for Defendants by the aggrieved  
23 employees, including but not limited to, beginning and ending of each work period, meal period  
24 interval, total daily hours worked, total hours worked per pay period, and the applicable rates of pay.

25 57. Pursuant to *Lopez v. Friant & Associates, LLC* (2017) 15 Cal.App.5th 773, employers  
26 who fail to provide accurate itemized wage statements are subject to PAGA penalties even when the  
27 mistake is inadvertent and/or promptly corrected, and even though employees admittedly suffered no  
28 injury; said employees are permitted to recover PAGA penalties without needing to prove the “injury”

1 and “knowing and intentional” elements of a Labor Code §226(e) claim. As such, the aggrieved  
2 employees are entitled to recovery of penalties pursuant to Labor Code §§2698, et seq.

3 58. Pursuant to Labor Code §2699(g)(1) and/or §226(h), and/or any other applicable statute,  
4 the aggrieved employees are also entitled to an award of costs and reasonable attorneys’ fees.

5 **E. DERIVATIVE VIOLATIONS OF LABOR CODE §203**

6 59. Labor Code §203 provides that if an employer willfully fails to pay, without abatement  
7 or reduction, in accordance with Labor Code §§201 and 202, any wages of an employee who is  
8 discharged or who quits, the wages of the employee shall continue at the same rate, for up to thirty (30)  
9 days from the due date thereof, until paid or until an action therefore is commenced.

10 60. The aggrieved employees affected are no longer employed by Defendants as they were  
11 either discharged from or quit Defendants’ employ.

12 61. Defendants had a consistent and uniform policy, practice and procedure of willfully  
13 failing to pay the earned wages of Defendants’ former employees, as set forth above, according to  
14 amendment or proof.

15 62. As set forth above, Defendants willfully failed to pay the aggrieved employees their  
16 entire wages due and owing at the time of their termination or within seventy-two (72) hours of their  
17 resignation and failed to pay those sums for up to thirty (30) days thereafter.

18 63. Defendants’ willful failure to pay wages to the aggrieved employees violates Labor  
19 Code §203 because Defendants knew or should have known wages were due to the aggrieved  
20 employees, as set forth above, but Defendants failed to pay them. Defendant willfully failed to pay  
21 wages and compensation, when Plaintiffs and all members aggrieved employees quit or were  
22 discharged. This failure was willful, without legal justification, and interfered with the rights of  
23 Plaintiffs’ and aggrieved employees who worked one or more pay periods with overtime pay and shift  
24 differential pay.

25 64. Thus, the aggrieved employees are entitled to recovery of penalties pursuant to Labor  
26 Code §§2698, et seq.

27 **F. PENALTIES ASSESSED**

28 65. Pursuant to Labor Code §2699(a) (which provides that any provision of the Labor Code

1 that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development  
2 Agency (“LWDA”) (or any of its departments, divisions, commissions, board agencies or employees),  
3 such civil penalties may, as an alternative, be recovered through a civil action brought by an aggrieved  
4 employee on behalf of himself or herself and other current or former employees) and Labor Code  
5 §2699(f) (which establishes a civil penalty for violations of all Labor Code provisions except those for  
6 which a civil penalty is specifically provided), the aggrieved employees seek recovery of all applicable  
7 civil penalties, including but not limited to the following:

8 a. As applicable, civil penalties under Labor Code §210 (in addition to and entirely independent  
9 and apart from any other penalty provided in the Labor Code), for each employee who is/was not paid  
10 wages in accordance with Labor Code §204 in the amount of a civil penalty of one hundred dollars  
11 (\$100) for each aggrieved employee per pay period for each initial violation, and two hundred dollars  
12 (\$200) for each aggrieved employee per pay period for each subsequent violation;

13 b. As applicable, civil penalties under Labor Code §226.3 (in addition to and entirely independent  
14 and apart from any other penalty provided in the Labor Code), for each violation of Labor Code  
15 §226(a), in the amount of \$250 for each aggrieved employee per pay period for each violation and  
16 \$1,000 for each aggrieved employee per pay period for each subsequent violation;

17 c. As applicable, civil penalties under Labor Code §256 (in addition to and entirely independent  
18 and apart from any other penalty provided in the Labor Code), for any aggrieved employee who was  
19 discharged or quit, and was not paid all earned wages at termination in accordance with Labor Code  
20 §§201, 201.1, 201.5, 202, and 205.5, in the amount of a civil penalty of one day of pay, at the same rate,  
21 for each day that he or she was paid late, until payment was/is made, up to a maximum of thirty (30)  
22 days;

23 d. As applicable, civil penalties under Labor Code §2699(f), for all violations of the Labor Code  
24 except for those for which a civil penalty is specifically provided, in the amount of one hundred dollars  
25 (\$100.00) for each aggrieved employee per pay period for the initial violation; and two hundred dollars  
26 (\$200.00) for each aggrieved employee per pay period for each subsequent violation; and

27 e. Any and all additional applicable civil penalties and sums as provided by the Labor Code and/or  
28 other relevant statutes.

1           66.     In addition, Plaintiffs seek and are entitled to seventy-five percent (75%) of all penalties  
2 obtained under Labor Code §2699 to be allocated to the LWDA, for education of employers and  
3 employees about their rights and responsibilities under the Labor Code, and twenty-five percent (25%)  
4 to all aggrieved employees.

5           67.     Further, Plaintiffs are entitled to recover reasonable attorneys' fees and costs pursuant to  
6 Labor Code §§2699(g)(1) and any other applicable statute.

7           68.     Labor Code §2699.3(a) states in pertinent part: "A civil action by an aggrieved employee  
8 pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section  
9 2699.5 shall commence only after the following requirements have been met: (1) (A) The aggrieved  
10 employee or representative shall give written notice by online filing with the Labor and Workforce  
11 Development Agency and by certified mail to the employer of the specific provisions of this code  
12 alleged to have been violated, including the facts and theories to support the alleged violation."

13           69.     Labor Code §2699.3(c)(1) states in pertinent part: "A civil action by an aggrieved  
14 employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision other  
15 than those listed in Section 2699.5 or Division 5 (commencing with Section 6300) shall commence only  
16 after the following requirements have been met: (1) (A) The aggrieved employee or representative shall  
17 give written notice by online filing with the Labor and Workforce Development Agency and by  
18 certified mail to the employer of the specific provisions of this code alleged to have been violated,  
19 including the facts and theories to support the alleged violation."

20           70.     Here, Plaintiffs' civil action alleges violations of provisions listed in Labor Code  
21 §2699.5 and violations of provisions other than those listed in Labor Code §2699.5. As such, Labor  
22 Code §2699.3(a) and §2699.3(c) apply to this action.

23           71.     On or about January 21, 2022, Plaintiffs complied with Labor Code §2699.3(a) and  
24 Labor Code §2699.3(c) in that Plaintiffs gave written notice by online filing with the LWDA and by  
25 certified mail to Defendants of the specific provisions of the Labor Code alleged to have been violated,  
26 including the facts and theories to support the alleged violations.

27           72.     Labor Code §2699.3(a) further states in pertinent part: "(2)(A) The agency shall notify  
28 the employer and the aggrieved employee or representative by certified mail that it does not intend to

investigate the alleged violation within 60 calendar days of the postmark date of the notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the aggrieved employee may commence a civil action pursuant to Section 2699.”

73. As of today (more than 65 calendar days after Plaintiffs’ LWDA letters were filed online), Plaintiffs had not received any notification that the LWDA intended to investigate the alleged violations. As such, Plaintiffs have complied with Labor Code §2699.3(a) and have been given authorization therefrom to commence a civil action which includes a cause of action pursuant to Labor Code §2699.

74. Further, as of today (more than 65 calendar days after Plaintiffs’ LWDA letter was mailed via certified mail), Plaintiffs have not received from Defendants written notice by certified mail that the alleged violations have been cured, including a description of actions taken. As such, Plaintiffs have complied with Labor Code §2699.3(c) and have been given authorization therefrom to commence a civil action which includes a cause of action pursuant to Labor Code §2699.

## **V.**

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray:

As to the First Cause of Action for Penalties Pursuant to Labor Code §§2698, et seq.:

a. For civil penalties pursuant to Labor Code §2699(f), in addition to and entirely independent and apart from other penalties in the Labor Code and for Labor Code violations without a specific civil penalty, in the amount of \$100 for each aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;

b. For civil penalties under Labor Code §210, in addition to and entirely independent and apart from other penalties in the Labor Code, in the amount of \$100 for each aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;

c. For civil penalties per Labor Code §226.3, in addition to and entirely independent and apart from other penalties in the Labor Code, in the amount of \$250 for each aggrieved employee per pay

1 period for each violation, and \$1,000 for each aggrieved employee per pay period for each subsequent  
2 violation;

3 d. For civil penalties per Labor Code §256, in addition to and entirely independent and apart from  
4 other penalties in the Labor Code, in the amount of one day of pay, at the same rate, for each day that  
5 an aggrieved employee was paid late, at the time of termination, until payment was/is made, up to a  
6 maximum of thirty (30) days;

7 e. For reasonable attorneys' fees and costs incurred pursuant to Labor Code §§2699(g)(1) and any  
8 other applicable statute; and

9 f. For such relief as this Court may deem just and proper, including reasonable attorneys' fees and  
10 costs incurred.

11 DATED: June 20, 2022

KOKOZIAN LAW FIRM, APC

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14 By: Alex DiBona  
15 Bruce Kokozyan, Esq.  
16 Attorneys for Plaintiff  
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**PROOF OF SERVICE**

**Twomey v. Los Angeles Conservation Corps, Inc.**

**LASC Case No. 21STCV45110**

I, the undersigned, declare as follows:

I am over the age of 18 years and employed in the County of Los Angeles, State of California. I am employed in the office of Kokozian Law Firm, APC, and I made the service referred to below at their direction. My business address is 10940 Wilshire Blvd., Suite 1200, Los Angeles, CA 90024.

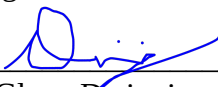
On June 20, 2022, I served true copies of **FIRST AMENDED COMPLAINT FOR CIVIL PENALTIES UNDER THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT ("PAGA") [Labor Code §§2698, et seq.]** on INTERESTED PARTIES as stated on the attached Service List.

**[X] CASE ANYWHERE:** A true and correct copy was electronically served on counsel of record by transmission to CASE ANYWHERE pursuant to Court Order Authorizing Electronic Service (Case Anywhere).

**SEE ATTACHED SERVICE LIST**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 20, 2022, at Los Angeles, California.

  
\_\_\_\_\_  
Glenn Dwiggins

SERVICE LIST

**Seyfarth Shaw LLP**

Holger Besch, Esq. ([hbesch@seyfarth.com](mailto:hbesch@seyfarth.com))

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*Representing:*

*Los Angeles Conservation Corps, Inc.*

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**PROOF OF SERVICE**

**Twomey v. Los Angeles Conservation Corps, Inc.**

**LASC Case No. 21STCV45110**

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On June 21, 2022, I served true copies of **FIRST AMENDED COMPLAINT FOR CIVIL PENALTIES UNDER THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT ("PAGA") [Labor Code §§2698, et seq.] (Conformed)** on INTERESTED PARTIES as stated on the attached Service List.

**[X] CASE ANYWHERE:** A true and correct copy was electronically served on counsel of record by transmission to CASE ANYWHERE pursuant to Court Order Authorizing Electronic Service (Case Anywhere).

**SEE ATTACHED SERVICE LIST**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 21, 2022, at Los Angeles, California.

  
\_\_\_\_\_  
Glenn Dwiggins

SERVICE LIST

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*Representing:*

*Los Angeles Conservation Corps, Inc.*