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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

MARIA JAIMES and VIRGINIA ORDAZ, on
 behalf of the State of California and other
 aggrieved persons,

Plaintiffs,

vs.

INFINITI HEALTH LLC, a California Limited
 Liability Company; and DOES 1 through 10,
 inclusive,

Defendants.

Case No.:

**PAGA REPRESENTATIVE ACTION
 COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.]

1 Plaintiffs MARIA JAIMES and VIRGINIA ORDAZ (“Plaintiffs”), based upon facts that
2 either have evidentiary support or are likely to have evidentiary support after a reasonable
3 opportunity for further investigation and discovery, allege as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiffs bring this action against Defendant INFINITI HEALTH LLC. and
6 DOES 1 through 10 (INFINITI HEALTH LLC and DOES 1 through 10 are collectively referred
7 to as “Defendants”) for civil penalties under the Private Attorneys General Act of 2004,
8 California Labor Code §§ 2698, *et seq.* (“PAGA”) stemming from Defendants’ failure to pay for
9 all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods,
10 failure to authorize and permit rest periods, failure to pay all earned wages twice per month,
11 failure to maintain accurate records of hours worked and meal periods, failure to timely pay final
12 wages at termination, failure to furnish accurate wage statements, failure to indemnify for
13 necessary business expenditures, and failure to produce requested employment records.

14 2. For over 50 years, California’s courts and legislature have recognized that this
15 State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.
16 Wages are not ordinary debts. Because of the economic position of the average worker and his
17 or her family, it is essential to the public welfare that employers obey the wage-and-hour laws so
18 that employees are promptly paid the minimum/overtime wages that the Legislature has required
19 for employees. So fundamental are California’s wage-and-hour laws that the Legislature has
20 criminalized certain types of violations. In extending extra protection to deter violations of these
21 underlying statutes—since Plaintiffs are not seeking general and/or special damages, restitution
22 or other damages other than civil penalties—California has enacted the PAGA to permit an
23 individual to bring an action for PAGA penalties only, which is the precise and sole nature of this
24 action.

25 3. All California employees during the relevant statutes of limitations who are or
26 were harmed by Defendants’ illegal practices are “Aggrieved Employees.” The Aggrieved
27 Employees worked for Defendants as hourly-paid or non-exempt employees within the
28 applicable statutory period.

4. Plaintiffs bring this action against Defendants seeking only to recover penalties on behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the State of California. Plaintiffs do not seek to recover anything other than penalties as permitted by California Labor Code Section 2699 at this time. To the extent that statutory violations are mentioned for wage violations, Plaintiffs do not seek underlying general and/or special damages for those violations, but simply penalties as permitted by California Labor Code Section 2699, declaratory relief, and injunctive relief for themselves, and all Aggrieved Employees as permitted by the PAGA.

5. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including Los Angeles County. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

6. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiffs and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

THE PARTIES

A. Plaintiffs

8. Plaintiff MARIA JAIMES (“Plaintiff Jaimes”) is a resident of Los Angeles County, California who worked for Defendants in Los Angeles, California as an hourly-paid, non-exempt employee from approximately February 2021 to approximately July 2021.

9. Plaintiff VIRGINIA ORDAZ (“Plaintiff Ordaz”) is a resident of Los Angeles

County, California who worked for Defendants in Los Angeles, California as an hourly-paid, non-exempt employee from approximately April 2021 to approximately July 2021.

B. Defendants

10. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendant INFINITI HEALTH LLC is, and at all times herein mentioned, was:

- (a) A business entity qualified to do business and actually conducting business in numerous counties throughout the State of California, including in Los Angeles County; and,
- (b) The former employer of Plaintiffs and the current and/or former employer of the Aggrieved Employees because Defendant INFINITI HEALTH LLC suffered and permitted Plaintiffs and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

11. Plaintiffs do not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiffs and the Aggrieved Employees as alleged herein. Plaintiffs will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiffs and the Aggrieved Employees in the State of California.

13. Plaintiffs are informed and believe and thereon allege that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the other employees and exercised control over their wages, hours, and working conditions. Plaintiffs are informed and believe and thereon allege that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of

1 some or all of the other Defendants, and was engaged with some or all of the other Defendants in
2 a joint enterprise for profit, and bore such other relationships to some or all of the other
3 Defendants so as to be liable for their conduct with respect to the matters alleged below.

4 Plaintiffs are informed and believe and thereon allege that each Defendant acted pursuant to and
5 within the scope of the relationships alleged above, that each Defendant knew or should have
6 known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the
7 conduct of all other Defendants.

8 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

9 14. Plaintiffs worked for Defendants in Los Angeles County, California as hourly-
10 paid, non-exempt employees. During Plaintiffs' employment for Defendants, Defendants paid
11 Plaintiffs hourly wages and classified them as non-exempt from overtime. Defendants typically
12 scheduled Plaintiffs to work at least five days in a workweek and at least eight hours per
13 workday, but Plaintiffs regularly worked more than eight hours in a workday and more than forty
14 (40) hours in a workweek.

15 15. Throughout Plaintiffs' employment, Defendants failed to pay for all hours worked
16 (including minimum, straight time, and overtime wages), failed to provide Plaintiffs with legally
17 compliant meal periods, failed to authorize and permit Plaintiffs to take rest periods, failed to
18 timely pay all final wages to Plaintiffs when Defendants terminated their employment, failed to
19 furnish accurate wage statements to Plaintiffs, failed to indemnify Plaintiffs for expenditures, and
20 failed to produce requested employment records. As discussed below, Plaintiffs' experience
21 working for Defendants was typical and illustrative.

22 **A. Failure to Pay for All Hours Worked, Including Minimum Wages, Straight**
23 **Time Wages, and Overtime Wages**

24 16. Under California law, an employer must pay for all hours worked by an employee.
25 "Hours worked" is the time during which an employee is subject to the control of an employer,
26 and includes all the time the employee is suffered or permitted to work, whether or not required
27 to do so.

28 17. In addition, Labor Code § 510 provides that employees in California shall not be

1 employed more than eight hours in any workday or forty (40) hours in a workweek unless they
2 receive additional compensation beyond their regular wages in amounts specified by law.

3 18. Labor Code §§ 1194 and 1198 also provide that employees in California shall not
4 be employed more than eight hours in any workday unless they receive additional compensation
5 beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states
6 that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

7 19. Throughout the statutory period, Defendants maintained a policy and practice of
8 not paying Plaintiffs and the Aggrieved Employees for all hours worked, including minimum,
9 straight time, and overtime wages. Defendants required Plaintiffs and the Aggrieved Employees
10 to work “off-the-clock”, uncompensated, by, for example, requiring Plaintiffs and the Aggrieved
11 Employees to work unpaid during legally required meal periods and after clocking out for the
12 workday. Some of this unpaid work should have been paid at the overtime rate. In failing to pay
13 for all hours worked, Defendant also failed to maintain accurate records of the hours Plaintiffs
14 and the Aggrieved Employees worked.

15 **B. Failure to Provide Meal Periods**

16 20. Under California law, employers have an affirmative obligation to relieve
17 employees of all duty in order to take their first 30-minute, duty-free meal periods no later than
18 the start of sixth hour of work in a workday, and to allow employees to take their second 30-
19 minute, duty-free meal period no later than the start of the eleventh hour of work in the workday.
20 Further, employees are entitled to be paid one hour of additional wages for each workday they
21 were not provided with all required meal period(s).

22 21. Despite these legal requirements, Defendants wrongfully failed to provide
23 Plaintiffs and the Aggrieved Employees with legally compliant meal periods. Defendants
24 regularly, but not always, required Plaintiffs and the Aggrieved Employees to work in excess of
25 five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal
26 period for every five hours of work, or without compensating Plaintiffs and the Aggrieved
27 Employees for meal periods that were not provided by the end of the fifth hour of work or tenth
28 hour of work. Instead, Defendants continued to assert control over Plaintiffs and the Aggrieved

1 Employees by requiring, pressuring, or encouraging them to perform work tasks which could not
2 be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiffs
3 and the Aggrieved Employees permission to take a meal period. Defendants also failed to permit
4 Plaintiffs to take a second meal period when Plaintiffs worked at least ten hours of work in a
5 workday. Accordingly, Defendants' policy and practice was not to provide meal periods to
6 Plaintiffs and the Aggrieved Employees in compliance with California law.

7 22. Plaintiffs and the Aggrieved Employees are thus entitled to be paid one hour of
8 additional wages for each workday he or she was not provided with all required meal period(s).
9 Defendants, however, regularly failed to pay Plaintiffs and the Aggrieved Employees the
10 additional wages to which they were entitled for meal periods that were not provided.

11 **C. Failure to Authorize and Permit Rest Periods**

12 23. Employers are required by California law to authorize and permit breaks of ten
13 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
14 two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the
15 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is
16 itself a violation of California's rest break laws.

17 24. Throughout the statutory period, Defendants wrongfully failed to authorize and
18 permit Plaintiffs and the Aggrieved Employees to take legally compliant rest periods.
19 Defendants regularly required Plaintiffs and the Aggrieved Employees to work in excess of four
20 consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute,
21 uninterrupted, duty-free rest period for every four hours of work (or major fraction of four
22 hours), or without compensating Plaintiffs and the Aggrieved Employees for rest periods that
23 were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiffs
24 and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work
25 tasks which could not be completed without working in lieu of taking mandatory rest periods, or
26 by denying Plaintiffs and the Aggrieved Employees permission to take a rest period.
27 Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiffs and the
28 Aggrieved Employees to take rest periods in compliance with California law.

25. Plaintiffs and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendants, however, regularly failed to pay Plaintiffs and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

D. Failure to Pay All Earned Wages Twice Per Month

26. Based on Defendants' failure to pay Plaintiffs and the Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

27. Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendants systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages for unpaid wages, and Plaintiffs and the Aggrieved Employees suffered damages in those amounts.

E. Failure to Maintain Accurate Records of Hours Worked and Meal Periods

28. Plaintiffs seek penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded

29. Defendants, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiffs and the Aggrieved Employees.

30. Defendants' failure to provide and maintain records required by the California

1 Labor Code and applicable IWC Wage Orders deprived Plaintiffs and the Aggrieved Employees
2 the ability to know, understand and question the accuracy and frequency of meal periods, and the
3 accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiffs and the
4 Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which
5 resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiffs and
6 the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the
7 use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in
8 seeking to compel Defendants to fully perform its obligation under state law, all to their
9 respective damage in amounts according to proof at trial. As a result of Defendants' knowing
10 failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiffs
11 and the Aggrieved Employees have also suffered an injury in that they were prevented from
12 knowing, understanding, and disputing the wage payments paid to them.

13 **F. Failure to Timely Pay All Wages at Termination**

14 31. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
15 the wages earned and unpaid at the time of discharge are due and payable immediately, and that
16 if an employee voluntarily leaves his or her employment, his or her wages shall become due and
17 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
18 two (72) hours previous notice of his or her intention to quit, in which case the employee is
19 entitled to his or her wages at the time of quitting.

20 32. Within the applicable statute of limitations, the employment of Plaintiffs and
21 many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged,
22 and the employment of others will be terminated. However, during the relevant time period,
23 Defendants failed, and continue to fail to pay Plaintiffs and terminated Aggrieved Employees,
24 without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at
25 the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employment.
26 These unpaid wages include wages for unpaid work time (including minimum, straight time, and
27 overtime wages), missed meal period premium wages, and missed rest period premium wages.

28 33. Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203

provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

34. Accordingly, Plaintiffs and the Aggrieved Employees are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

G. Failure to Furnish Accurate Itemized Wage Statements

35. Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Labor Code § 226(e)(2)(B)(iii).)

36. The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Labor Code § 226(e)(1).)

37. Throughout the statutory period, Defendants failed to furnish Plaintiffs and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly

1 rates, and all gross and net wages earned (including correct hours worked, correct wages for meal
2 periods that were not provided in accordance with California law, and correct wages for rest
3 periods that were not authorized and permitted to take in accordance with California law).

4 Because Defendants violated Labor Code § 226, Plaintiffs and similarly Aggrieved Employees
5 suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiffs and
6 similarly Aggrieved Employees are entitled to recover from Defendants the greater of their actual
7 damages caused by Defendants' failure to comply with Labor Code § 226(a), or an aggregate
8 penalty not exceeding four thousand dollars (\$4,000) dollars per employee.

9 **H. Failure to Indemnify for Necessary Expenditures**

10 38. Labor Code § 2802(a) provides that employers shall indemnify his or her
11 employees for all necessary business expenditures or losses that have been incurred by the
12 employees in direct discharge of his or her duties. Throughout the statute of limitations period
13 applicable to this cause of action, Defendants wrongfully required Plaintiffs and the Aggrieved
14 Employees to pay expenses that they incurred in direct discharge of their duties for Defendants.
15 Plaintiffs and the Aggrieved Employees regularly paid out-of-pocket for necessary business
16 expenses, including, without limitation, work attire, use of personal cell phones, and personal
17 protective equipment. Plaintiffs and the Aggrieved Employees incurred substantial expenses as a
18 direct result of performing their job duties for Defendants, but Defendants failed to indemnify
19 Plaintiffs and the Aggrieved Employees for these employment-related expenses.

20 **I. Failure to Produce Requested Employment Records**

21 39. Labor Code § 226 provides that current and former employees have the right to
22 inspect or receive a copy of their records pertaining to their employment, upon reasonable
23 request to their employer. Under this statute, an employer that receives a request to inspect or
24 receive a copy of records pertaining to a current or former employee must comply with the
25 request as soon as practicable, but no later than twenty-one (21) calendar days from the date of
26 the request.

27 40. Pursuant to California Labor Code § 1198.5(a), every current and former
28 employee, or his or her representative, has the right to inspect and receive a copy of the

1 personnel records that the employer maintains relating to the employee's performance or to any
2 grievance concerning the employee. Under this statute, upon written request from a current or
3 former employee or his or her representative, an employer must make the contents of those
4 personnel records available for inspection or provide a copy of the personnel records to the
5 current or former employee, or his or her representative, not later than thirty (30) calendar days
6 from the date the employer receives the written request, subject to some limited exceptions.
7 Failure to comply with these requests allows for a civil penalty of seven hundred fifty dollars
8 (\$750), pursuant to Labor Code §§ 226(f) and 1198.5(k).

9 41. On July 22, 2021, October 5, 2021, and December 3, 2021, Plaintiff Jaimes sent
10 written requests through her counsel to Defendants for her personnel file, pay records, wage
11 statements, timekeeping records, and other employment-related documents pursuant to Labor
12 Code §§ 226 and 1198.5. However, Defendants failed to timely produce the requested
13 employment records, in violation of Labor Code §§ 226 and 1198.5. Defendants have not
14 produced any of the requested employment records for Ms. Jaimes as of the date of this
15 Complaint.

16 42. On July 23, 2021, October 1, 2021, and December 3, 2021, Plaintiff Ordaz sent
17 written requests through her counsel to Defendants for her personnel file, pay records, wage
18 statements, timekeeping records, and other employment-related documents pursuant to Labor
19 Code §§ 226 and 1198.5. However, Defendants failed to timely produce the requested
20 employment records, in violation of Labor Code §§ 226 and 1198.5. Defendants have not
21 produced any of the requested employment records for Ms. Jaimes as of the date of this
22 Complaint.

23 **FIRST CAUSE OF ACTION**

24 **(By All Plaintiffs Against All Defendants for Civil Penalties Under the Private Attorneys**
25 **General Act of 2004, Cal. Lab. Code § 2698, et seq.)**

26 43. Plaintiffs incorporate by reference and re-allege all preceding paragraphs as
27 though fully set forth herein.

28 44. At all times herein mentioned, Defendants were subject to the Labor Code of the

1 State of California and the applicable IWC Orders.

2 45. California Labor Code § 2699(a) specifically provides for a private right of action
3 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of
4 law, any provision of this code that provides for a civil penalty to be assessed and collected by
5 the Labor and Workforce Development Agency or any of its departments, divisions,
6 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
7 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
8 herself and other current or former employees pursuant to the procedures specified in Section
9 2699.3.”

10 46. Plaintiffs have exhausted their administrative remedies pursuant to California
11 Labor Code § 2699.3. On March 4, 2022, they gave written notice by online filing to the Labor
12 and Workforce Development Agency (“LWDA”) and by certified mail to Defendants of the
13 specific provisions of the Labor Code that Defendants have violated against Plaintiffs and current
14 and former Aggrieved Employees, including the facts and theories to support the violations.
15 Plaintiffs also paid the filing fee on March 4, 2022. Plaintiffs’ PAGA case number is LWDA-
16 CM-871513-22 (*Maria Jaimes, et al. v. Infiniti Health LLC*).

17 47. The statute of limitations is tolled while a plaintiff exhausts his or her
18 administrative remedies with California’s LWDA prior to suit, which is required by the statute.
19 (*See* Labor Code § 2699.3(d).)

20 48. More than sixty-five (65) days has elapsed since Plaintiffs provided notice, but the
21 LWDA has not indicated that it intends to investigate Defendants’ Labor Code violations
22 discussed in the notice. Accordingly, Plaintiffs may commence a civil action to recover penalties
23 under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in
24 this Complaint. These penalties include, but are not limited to, penalties under California Labor
25 Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

26 49. Based on the conduct described in this Complaint, Plaintiffs are entitled to an
27 award of civil penalties on behalf of the State of California and similarly Aggrieved Employees
28 of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown

1 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

2 50. In addition, Plaintiffs seek an award of reasonable attorney's fees and costs
3 pursuant to Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action
4 shall be entitled to an award of reasonable attorney's fees and costs."

5 **PRAYER FOR RELIEF**

6 Plaintiffs, on behalf of all similarly aggrieved employees, pray for relief and judgment
7 against Defendants, jointly and severally, as follows:

8 1. That the Court declare, adjudge and decree that Defendants violated the California
9 Labor Code by failing to pay for all hours worked (minimum, straight time, and overtime wages),
10 failing to provide meal periods, failing to authorize and permit rest periods, failing to pay all
11 earned wages twice per month, failing to maintain accurate records of hours worked and meal
12 periods, failing to timely pay final wages at termination, failing to furnish accurate wage
13 statements, failing to indemnify for necessary business expenditures, and failing to produce
14 requested employment records;

15 2. An award of civil penalties on behalf of themselves and all similarly aggrieved
16 employees pursuant to PAGA;

17 3. Pre-judgment and post-judgment interest at the maximum rate allowed;

18 4. Attorneys' fees and costs reasonably incurred;

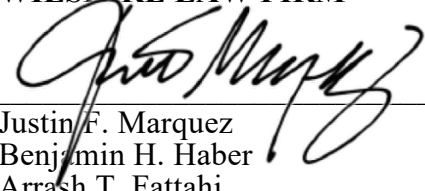
19 5. Injunctive and declaratory relief to the extent allowed by PAGA; and,

20 6. Such other and further relief that the Court deems proper.

21
22 Respectfully submitted,

23 Dated: May 26, 2022

24 **WILSHIRE LAW FIRM**

25 By: 

26 Justin F. Marquez
Benjamin H. Haber
Arrash T. Fattahi

27 Attorneys for Plaintiffs
28