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Attorneys for Plaintiff JORGE LOPEZ
 on behalf of himself and current and former aggrieved employees

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

JORGE LOPEZ, on behalf of himself and other
 aggrieved employees,

Plaintiff,

vs.

E AND S RING MANAGEMENT CORP.; and
 DOES 1 to 100, inclusive,

Defendants.

Case No.: **22STCV33044**

PAGA ACTION

**PLAINTIFF JORGE LOPEZ'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 JORGE LOPEZ ("Plaintiff"), who alleges and complains against
 Defendants E AND S RING MANAGEMENT CORP., and DOES 1 to 100, inclusive
 (collectively, "Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys' General Act of 2004, Lab. Code §§ 2698, *et seq.*
 ("PAGA") representative action brought by Plaintiff on behalf of the State of California, himself
 and other current and former aggrieved employees of Defendants who worked as hourly non-
 exempt service technicians in California during the relevant time period seeking civil penalties
 associated with Defendants' violation of the Labor Code based on Defendants' failure to pay
 wages for all hours worked at the employees' minimum wage rate or overtime rate, failure to

1 provide all legally required and/or legally compliant meal and rest periods, failure to timely pay
2 earned wages during employment, failure to provide complete and accurate wage statements, and
3 failure to timely pay all unpaid wages following separation of employment. Plaintiff seeks on a
4 representative basis, following notice to the Labor and Workforce Development Agency, civil
5 penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought
6 on behalf of Plaintiff, the State of California, and others aggrieved.

7 **II. JURISDICTION AND VENUE**

8 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
9 former aggrieved California-based hourly non-exempt service technicians because Plaintiff's
10 lawsuit seeks civil penalties on behalf of himself, all other current and former aggrieved
11 California-based hourly non-exempt service technicians, and the State of California in excess of
12 twenty-five thousand dollars (\$25,000); Defendants employed Plaintiff and all other current and
13 former aggrieved California-based hourly non-exempt service technicians; and the injuries to
14 Plaintiff and all other current and former aggrieved California-based hourly non-exempt service
15 technicians occurred in locations throughout California, including but not limited to Los Angeles
16 County, at 11050 Santa Monica Blvd., 2nd Fl., Los Angeles, CA 90025.

17 **III. PARTIES**

18 3. Plaintiff brings this action as a representative of the Labor and Workforce
19 Development Agency on behalf of himself and other current and former service technicians
20 subject to violations of the Labor Code. The named Plaintiff and the persons on whose behalf this
21 action is filed include current, former and/or future employees of Defendants who work, worked,
22 or will work for Defendants as direct employees as well as temporary employees employed
23 through temp agencies as hourly non-exempt service technicians in California. At all times
24 mentioned herein, the currently named Plaintiff is and was domiciled and a resident and citizen of
25 California and was employed by Defendants in an hourly position at Defendants' location in Los
26 Angeles from approximately August 2013 until his resignation on or about August 5, 2022.

27 4. Plaintiff is informed and believes and thereon alleges that Defendant E AND S
28 RING MANAGEMENT CORP. is authorized to do business within the State of California and is

1 doing business in the State of California and/or that Defendants DOES 1-50 are, and at all times
2 relevant hereto were persons acting on behalf of Defendant E AND S RING MANAGEMENT
3 CORP. in the establishment of, or ratification of, the aforementioned illegal wage and hour
4 practices or policies. Defendant E AND S RING MANAGEMENT CORP. operates in Los
5 Angeles County and employed Plaintiff and aggrieved service technicians in Los Angeles County,
6 at 11050 Santa Monica Blvd., 2nd Fl., Los Angeles, CA 90025.

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

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

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

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

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1 **FIRST CAUSE OF ACTION**

2 **CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS**
3 **GENERAL ACT OF 2004, LABOR CODE SECTIONS 2698, ET SEQ.**

4 **(Against all Defendants by Plaintiff)**

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

6 10. During the period beginning one (1) year preceding Plaintiff sending the initial
7 PAGA Claim Notice to the LWDA to the present, Defendants violated Labor Code sections 201,
8 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, and 1198.

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

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

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

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

26 (a) Requiring Plaintiff and other current and former aggrieved California-based
27 hourly non-exempt service technicians to be “on call” with excessive restrictions, such as
28 requiring Plaintiff and other aggrieved service technicians to arrive at the worksite within one (1)

1 hour of receiving notice that they must come in, which results in geographic restrictions on their
2 movements because they can never be more than one (1) hour away from their worksite while
3 working on call. As a result of such severe limits on their personal pursuits, Plaintiff and other
4 current and former aggrieved California-based hourly non-exempt service technicians were
5 “engaged to wait” and under the control of Defendants, but Defendants failed to pay Plaintiff and
6 such aggrieved employees for hours spent on call. Additionally, since hourly non-exempt service
7 technicians rotate on-call responsibilities with other service technicians there is no other service
8 technician available to trade duties with, which further solidifies their geographic restrictions. For
9 these reasons, while working on call, hourly non-exempt service technicians are rarely able to
10 engage in personal activities.

11 (b) Requiring Plaintiff and other current and former aggrieved California-based
12 hourly non-exempt service technicians to keep two-way radios on to take and respond to calls
13 during off-the-clock meal periods, resulting in on duty meal periods.

14 15. Plaintiff other current and former aggrieved California-based hourly non-exempt
15 service technicians were not paid for this time resulting in Defendants’ failure to pay minimum
16 wage for all the hours Plaintiff and other aggrieved service technicians worked.

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

23 17. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
24 Defendants employed many of their service technicians, including Plaintiff, as hourly non-exempt
25 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
26 which includes all time that an employee is under control of the employer and all time the
27 employee is suffered and permitted to work. This includes the time an employee spends, either
28 directly or indirectly, performing services that inure to the benefit of the employer.

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

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

12 Labor Code section 510.

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

17 (a) Requiring Plaintiff and other current and former aggrieved California-based
18 hourly non-exempt service technicians to be "on call" with excessive restrictions, such as
19 requiring Plaintiff and other aggrieved service technicians to arrive at the worksite within one (1)
20 hour of receiving notice that they must come in, which results in geographic restrictions on their
21 movements because they can never be more than one (1) hour away from their worksite while
22 working on call. As a result of such severe limits on their personal pursuits, Plaintiff and other
23 current and former aggrieved California-based hourly non-exempt service technicians were
24 "engaged to wait" and under the control of Defendants, but Defendants failed to pay Plaintiff and
25 other aggrieved service technicians for hours spent on call. Additionally, since hourly non-exempt
26 service technicians rotate on-call responsibilities with other service technicians there is no other
27 service technician available to trade duties with which further solidifies their geographic
28 restrictions. For these reasons, while working on call, hourly non-exempt service technicians are
rarely able to engage in personal activities.

 (b) Requiring Plaintiff and other current and former aggrieved California-based
hourly non-exempt service technicians are required to keep two-way radios on to take and respond

1 to calls during off-the-clock meal periods, resulting in on duty meal periods.

2 20. Plaintiff and other current and former aggrieved California-based hourly non-
3 exempt service technicians were not paid for this time.

4 21. To the extent the service technicians had already worked 8 hours in the day and on
5 workweeks they had already worked 40 hours in a workweek, the service technicians should have
6 been paid overtime for this unpaid time. This resulted in hourly non-exempt service technicians
7 working time which should have been paid at the legal overtime rate but was not paid any wages
8 in violation of Labor Code sections 510, 1194, and the applicable Wage Order.

9 22. Overtime is based upon an employee's regular rate of pay. "The regular rate at
10 which an employee is employed shall be deemed to include all remuneration for employment paid
11 to, or on behalf, of the employee." See Division of Labor Standards Enforcement – Enforcement
12 Policies and Interpretations Manual, Section 49.1.2.

13 23. In this case, Plaintiff alleges that when they and other current and former aggrieved
14 California-based hourly non-exempt service technicians earned overtime wages, Defendants failed
15 to pay them overtime wages at the proper overtime rate of pay due to Defendants' failure to
16 include all remuneration when calculating the overtime rate of pay. Specifically, Defendants
17 maintained a policy, practice, and/or procedure of failing to include all remuneration, such as non-
18 discretionary bonus pay, when calculating Plaintiff's and other current and former aggrieved
19 California-based hourly non-exempt service technicians' regular rate of pay for the purpose of
20 paying overtime.

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

1 25. **Failure to pay wages to hourly non-exempt employees for workdays that**
2 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other
3 current and former aggrieved California-based hourly non-exempt service technicians regularly
4 worked shifts of more than five (5) hours in length and shifts of more than ten (10) hours in
5 length.

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

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

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

26 (a) Requiring Plaintiff and other current and former aggrieved California-based
27 hourly non-exempt service technicians to leave their two-way radios on and respond to calls while
28 they were off the clock during their meal periods, resulting in meal periods that were on duty,

1 rather than duty-free, and/or less than thirty (30) minutes;

2 (b) Failing to provide Plaintiff and other aggrieved service technicians with
3 meal periods during on call hours; and/or

4 (c) Failing to inform Plaintiff and other aggrieved service technicians of their
5 right to meal periods during on call hours; and/or [4] failing to provide Plaintiff and other
6 aggrieved service technicians with a second uninterrupted duty-free meal period of no less than
7 thirty (30) minutes for each shift exceeding ten (10) hours.

8 29. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
9 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
10 based hourly non-exempt service technicians one (1) hour of pay at their regular rate of pay for
11 each workday that Plaintiff and other current and former aggrieved California-based hourly non-
12 exempt service technicians did not receive legally required and compliant meal periods, in
13 violation of Labor Code section 226.7.

14 30. Finally, on occasions when Defendants did pay Plaintiff other current and former
15 aggrieved California-based hourly non-exempt service technicians a “premium” wage for late,
16 missed, short, on-premises, on-duty, and/or interrupted meal periods, Defendants failed to pay the
17 one (1) additional hour of pay at Plaintiff’s and other aggrieved service technicians’ regular rate of
18 compensation. Specifically, Defendants maintained a policy, practice, and/or procedure of failing
19 to include all remuneration, such as non-discretionary bonus pay, when calculating Plaintiff’s and
20 other aggrieved service technicians’ regular rate of pay for the purpose of paying meal period
21 premiums.

22 31. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff
23 and other current and former aggrieved California-based hourly non-exempt service technicians
24 not receiving wages to compensate them for workdays during which Defendants did not provide
25 them with meal periods in compliance with California law.

26 32. **Failure to pay wages to hourly non-exempt employees for workdays that**
27 **Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other
28 current and former aggrieved California-based hourly non-exempt service technicians regularly

1 worked shifts of more than three-and-a-half (3.5) hours.

2 33. California law requires every employer to authorize and permit an employee a rest
3 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
4 Code section 226.7; Applicable Wage Order at §12. Under California law, “[e]mployees are
5 entitled to 10 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for
6 shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14
7 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004,
8 1029; Labor Code section 226.7; Applicable Wage Order at §12. Rest periods, insofar as
9 practicable, shall be in the middle of each work period. Applicable Wage Order at §12.
10 Additionally, the rest period requirement “obligates employers to permit – and authorizes
11 employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*, (2016) 5
12 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and
13 relinquish control over how employees spend their time. *Id.*

14 34. If the employer fails to authorize or permit a required rest period, the employer
15 must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday
16 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;
17 Applicable Wage Order at § 12.

18 35. In this case, Defendants failed to authorize or permit all legally required and
19 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
20 non-exempt service technicians due to Defendants’ policies, practices, and/or procedures
21 including, but not limited to, the following:

22 (a) Requiring Plaintiff and other current and former aggrieved California-based
23 hourly non-exempt service technicians to leave their two-way radios on and respond to calls
24 during their rest periods, resulting in rest periods that were on duty, rather than duty-free, and/or
25 were less than a net (10) minutes; and/or

26 (b) Failing to provide Plaintiff and other current and former aggrieved
27 California-based hourly non-exempt service technicians with rest periods during on call hours; [3]
28 failing to inform Plaintiff and other current and former aggrieved California-based hourly non-

1 exempt service technicians of their right to rest periods during on call hours; and [4] failing to
2 provide Plaintiff and other current and former aggrieved California-based hourly non-exempt
3 service technicians with a third uninterrupted duty-free rest period of a net ten (10) minutes for
4 shifts exceeding ten (10) hours.

5 36. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
6 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
7 based hourly non-exempt service technicians with one (1) hour of pay at their regular rate of pay
8 for each workday they did not receive legally required and compliant rest periods, in violation of
9 Labor Code section 226.7.

10 37. Finally, on occasions when Defendants did pay Plaintiff and other current and
11 former aggrieved California-based hourly non-exempt service technicians a “premium” wage for
12 late, missed, short, on-premises, on-duty, and/or interrupted rest periods, Defendants failed to pay
13 the one (1) additional hour of pay at Plaintiff’s and other aggrieved service technicians’ regular
14 rate of compensation. Specifically, Defendants maintained a policy, practice, and/or procedure of
15 failing to include all remuneration, such as non-discretionary bonus pay, when calculating
16 Plaintiff’s and other aggrieved service technicians’ regular rate of pay for the purpose of paying
17 rest period premiums.

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

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

1 paid within seven (7) calendar days following the close of the payroll period in which wages were
2 earned. Labor Code section 204(d).

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

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

24 42. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
25 and other current and former aggrieved California-based hourly non-exempt service technicians all
26 wages earned (including minimum wages, overtime wages, meal period premium wages, and/or
27 rest period premium wages) rendered Plaintiff's and other current and former aggrieved
28 California-based hourly non-exempt service technicians' wage statements inaccurate, in violation

of Labor Code section 226.

43. **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).

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

45. Defendants' violations of the applicable Wage Order constituted violations of Labor Code section 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

46. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee, on behalf of himself or herself and other current or former employees, to bring a civil action to recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code section 2699.3.

47. Plaintiff has complied with the procedures for bringing suit specified in Labor Code section 2699.3. On April 14, 2022, Plaintiff filed a PAGA Claim Notice with the LWDA and provided notice to Defendants by certified mail which provided notice of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the violations alleged.

48. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by certified mail to the parties that it intends to investigate the alleged violations of the Labor Code within 60 days of the date of the complainant's written notice. The LWDA failed to provide the parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends to investigate Plaintiff's claims.

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

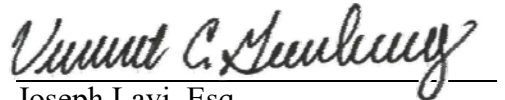
4 3. For attorneys' fees and costs of suit, including but not limited to those recoverable
5 under California Labor Code section 2699(g); and

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

8
9 Dated: October 7, 2022

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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11 By:



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