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Attorneys for Plaintiff YETZWVELYTH MARTINEZ,
on behalf of herself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

YETZWVELYTH MARTINEZ, on behalf of
herself and other aggrieved employees,

Plaintiff,

vs.

HOPE SPEECH AND LANGUAGE
THERAPY, INC.; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: **CVSW2207208**

PAGA ACTION

**PLAINTIFF YETZWVELYTH
MARTINEZ'S COMPLAINT FOR:**

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

COMES NOW Plaintiff YETZWVELYTH MARTINEZ ("Plaintiff"), who alleges and
complains against Defendants HOPE SPEECH AND LANGUAGE THERAPY, INC.; 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, herself
and other current and former aggrieved employees of Defendants who worked as hourly non-
exempt employees in California during the relevant time period seeking civil penalties associated

1 with Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all
2 hours worked at the employees' minimum wage rate or overtime rate, failure to pay reporting time
3 pay, failure to provide all legally required and/or legally compliant meal and rest periods, failure
4 to timely pay earned wages during employment, indemnification for all necessary expenditures or
5 losses incurred by employees in direct consequence of discharging their duties, failure to provide
6 complete and accurate wage statements, failure to timely pay all unpaid wages following
7 separation of employment. Plaintiff seeks on a representative basis, following notice to the Labor
8 and Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor
9 Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and
10 others aggrieved.

11 **II. JURISDICTION AND VENUE**

12 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
13 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
14 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
15 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
16 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
17 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
18 aggrieved California-based hourly non-exempt employees occurred in locations throughout
19 California, including but not limited to Riverside County, including but not limited to, at 41760
20 Ivy Street #101, CA 92562.

21 3. In response to the COVID-19 pandemic, the Judicial Council of California enacted
22 Emergency Rule 9 to the California Rules of Court, which provided that, notwithstanding any
23 other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are
24 tolled from April 6, 2020, until October 1, 2020.

25 **III. PARTIES**

26 4. Plaintiff brings this action as a representative of the Labor and Workforce
27 Development Agency on behalf of herself and other current and former employees subject to
28 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is

1 filed include current, former and/or future employees of Defendants who work, worked, or will
2 work for Defendants as direct employees as well as temporary employees employed through temp
3 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
4 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
5 employed by Defendants in an hourly position at Defendants' location in Riverside from in or
6 around April 19, 2021, until on or about February 1, 2022.

7 5. Plaintiff is informed and believes and thereon alleges that Defendant HOPE
8 SPEECH AND LANGUAGE THERAPY, INC. is authorized to do business within the State of
9 California and is doing business in the State of California and/or that Defendants DOES 1-50 are,
10 and at all times relevant hereto were persons acting on behalf of Defendant HOPE SPEECH AND
11 LANGUAGE THERAPY, INC. in the establishment of, or ratification of, the aforementioned
12 illegal wage and hour practices or policies. Defendant HOPE SPEECH AND LANGUAGE
13 THERAPY, INC. operates in Riverside County and employed Plaintiff and putative class
14 members in Riverside County, including but not limited to, at 41760 Ivy Street #101, CA 92562.

15 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
16 through 50 are corporations, or are other business entities or organizations of a nature unknown to
17 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
18 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
19 working conditions of employment of Plaintiff and aggrieved employees.

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

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

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

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

7 **FIRST CAUSE OF ACTION**

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

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

11 10. Plaintiff incorporates all paragraphs above as though fully set forth herein.

12 11. During the period beginning one (1) year preceding Plaintiff sending the initial
13 PAGA Claim Notice to the LWDA to the present, Defendants violated Labor Code sections 201,
14 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198, 2802, and Sections 14 and 15 of the
15 applicable Wage Orders.

16 12. Specifically, Defendants have committed the following violations of California
17 Labor Code:

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

24 14. Labor Code sections 1194 and 1197 require an employer to compensate employees
25 for all "hours worked" at least at a minimum wage rate of pay as established by the IWC and the
26 Wage Orders.

27 15. In this case, Plaintiff and other current and former aggrieved California-based
28 hourly non-exempt employees worked more minutes per shift than Defendants credited them with

1 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
2 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
3 wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but
4 not limited to:

5 (a) "rounding" down or "shaving" Plaintiff and other current and former aggrieved
6 California-based hourly non-exempt employees total daily hours at the time of their clock-in and
7 clock-out to the nearest quarter of an hour, to the benefit of Defendants; and

8 (b) requiring Plaintiff and other current and former aggrieved California-based hourly
9 non-exempt employees to continue working by having them input data and signatures into
10 Defendants' databases before clocking-in and/or after clocking-out – without paying Plaintiff and
11 other current and former aggrieved California-based hourly non-exempt employees for that time
12 worked while off-the-clock.

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

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

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

28 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of

work in any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

Labor Code section 510.

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

(a) "rounding" down or "shaving" Plaintiff and other current and former aggrieved California-based hourly non-exempt employees total daily hours at the time of their clock-in and clock-out to the nearest quarter of an hour, to the benefit of Defendants; and

(b) requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to continue working by having them input data and signatures into Defendants' databases before clocking-in and/or after clocking-out – without paying Plaintiff and other current and former aggrieved California-based hourly non-exempt employees for that time worked while off-the-clock.

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

21. **Failure to provide reporting time pay:** Labor Code sections 1194, 1197, and 1198, require an employer to pay "reporting time pay" under the applicable Wage Order. The applicable Wage Order requires that when an "employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for

1 less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which
2 shall not be less than the minimum wage.” Applicable Wage Order.

3 22. Here, Defendants failed to pay Plaintiff and all other current and former aggrieved
4 California-based hourly non-exempt employees all wages at the applicable minimum wage for all
5 hours worked due to Defendants’ policies, practices, and/or procedures including, but not limited
6 to, requiring Plaintiff and all other current and former aggrieved California-based hourly non-
7 exempt employees to go to Defendants’ workplace for their shifts. However, if the client(s) were
8 sick or unable to attend therapy for that day Plaintiff and all other current and former aggrieved
9 California-based hourly non-exempt employees were told to leave the premises and Defendants
10 only paid them for one (1) hour of their shift – less than half of the Plaintiff and all other current
11 and former aggrieved California-based hourly non-exempt employees usual scheduled day’s work.

12 23. Therefore, Defendants require Plaintiff and all other current and former aggrieved
13 California-based hourly non-exempt employees to report for work and be put to work for less than
14 half of their usual or scheduled day's work, but Defendants did not pay Plaintiff or all other current
15 and former aggrieved California-based hourly non-exempt employees any reporting time pay.

16 24. Defendants’ practice resulted in Plaintiff and all other current and former aggrieved
17 California-based hourly non-exempt employees not receiving reporting time pay when required to
18 work less than their half their usual schedule or scheduled day's work in compliance with
19 California law.

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

24 26. California law requires an employer to authorize or permit an employee an
25 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
26 all duties and the employer relinquishes control over the employee’s activities prior to the
27 employee’s sixth hour of work. Labor Code sections 226.7, 512; Applicable Wage Order; *Brinker*
28 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an

1 employee for a work period of more than ten (10) hours per day without providing the employee
2 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
3 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
4 shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal
5 period is only permitted when: (1) the nature of the work prevents an employee from being
6 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

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

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

15 (a) Failing to authorize or permit Plaintiff and other current and former aggrieved
16 California-based hourly non-exempt employees a meal period for no less than thirty (30) minutes
17 for shifts longer than five (5) hours in length.

18 29. On occasion, when Defendants offered meal periods, they employed policies,
19 practices, and/or procedures of “rounding” down or “shaving” Plaintiff and other current and
20 former aggrieved California-based hourly non-exempt employees total daily hours at the time of
21 their clock-in and clock-out for their meal periods to the nearest quarter of an hour – resulting in
22 meal periods less than the thirty (30) minutes as required by California law.

23 30. Plaintiff and other current and former aggrieved California-based hourly non-
24 exempt employees regularly suffered from missed and late meal periods due to Defendants
25 policies and practices requiring Plaintiff and other current and former aggrieved California-based
26 hourly non-exempt employees to work through meal periods in order to continue working.

27 31. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
28 procedure of failing to compensate Plaintiff and other current and former aggrieved California-

1 based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each
2 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
3 employees did not receive legally required and compliant meal periods, in violation of Labor Code
4 section 226.7.

5 32. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
6 and other current and former aggrieved California-based hourly non-exempt employees not
7 receiving wages to compensate them for workdays during which Defendants did not provide them
8 with meal periods in compliance with California law.

9 33. **Failure to pay wages to hourly non-exempt employees for workdays that**
10 **Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other
11 current and former aggrieved California-based hourly non-exempt employees regularly worked
12 shifts of more than three-and-a-half (3.5) hours.

13 34. California law requires every employer to authorize and permit an employee a rest
14 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
15 Code section 226.7; Applicable Wage Order. Under California law, "[e]mployees are entitled to
16 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of
17 more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours,
18 and so on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029;
19 Labor Code section 226.7; Applicable Wage Order. Rest periods, insofar as practicable, shall be in
20 the middle of each work period. Applicable Wage Order. Additionally, the rest period requirement
21 "obligates employers to permit – and authorizes employees to take – off-duty rest periods."
22 *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods
23 employers must relieve employees of all duties and relinquish control over how employees spend
24 their time. *Id.*

25 35. If the employer fails to authorize or permit a required rest period, the employer
26 must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday
27 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;
28 Applicable Wage Order.

1 36. In this case, Defendants failed to authorize or permit all legally required and
2 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
3 non-exempt employees due to Defendants' policies, practices, and/or procedures including, but not
4 limited to:

5 (a) failing to authorize or permit Plaintiff and other current and former aggrieved
6 California-based hourly non-exempt employees an uninterrupted duty-free rest period of a net ten
7 (10) minutes for shifts from three and one-half (3.5) to six hours (6) in length; and

8 (b) failing to authorize or permit Plaintiff and other current and former aggrieved
9 California-based hourly non-exempt employees a second uninterrupted duty-free rest period of a
10 net twenty (20) minutes for shifts of more than six (6) hours up to ten (10) hours.

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

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

20 39. Plaintiff is informed and believes and thereon alleges that other similarly situated
21 employees also sent written requests for their employment records, but Defendants failed to timely
22 produce the required and requested records, in violation of Labor Code sections 226 and 1198.5.

23 40. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**
24 **Employment:** California law requires that every employer must indemnify its employees for all
25 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at
26 the obedience of the directions of the employer. Moreover, an employer is prohibited from passing
27 the ordinary business expenses and losses of the employer onto the employee. (Lab. Code, §
28 2802.)

1 41. Defendants have violated Labor Code Section 2802 by failing to indemnify
2 Plaintiff and other current and former aggrieved California-based non-exempt hourly employees'
3 necessary expenditures they incurred in the discharge of their duties. Specifically, Defendants
4 employed a policy, practice, and procedure included, but were not limited to, requiring Plaintiff
5 and other current and former aggrieved California-based hourly non-exempt employees to use
6 their own personal cellphones to clock-in and clock-out for their shifts and to take and submit
7 patient notes to Defendants' management – without reimbursing Plaintiff and other current and
8 former aggrieved California-based hourly non-exempt employees for such use.

9 42. Moreover, Defendants employed policies and procedures which ensured Plaintiff
10 and aggrieved employees would not receive indemnification for their employment related
11 expenses. This practice resulted in Plaintiff and aggrieved employees not receiving such
12 indemnification in compliance with California law.

13 43. Therefore, Defendants are liable to Plaintiff and aggrieved employees for their
14 employment related expenses, including but not limited to costs related to use of their personal
15 cell phones and costs associated with their uniforms pursuant to Labor Code section 2802.

16 44. **Failure to timely pay earned wages during employment:** In California, wages
17 must be paid at least twice during each calendar month on days designated in advance by the
18 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
19 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
20 16th and the 26th day of that month and wages earned between the 16th and the last day,
21 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
22 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
23 paid within seven (7) calendar days following the close of the payroll period in which wages were
24 earned. Labor Code section 204(d).

25 45. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
26 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
27 exempt employees' earned wages (including minimum wages, overtime wages, reporting time
28 pay, meal period premium wages and/or rest period premium wages), in violation of Labor Code

1 section 204. Defendants' aforementioned policies, practices, and/or procedures resulted in their
2 failure to pay Plaintiff's and other current and former aggrieved California-based hourly non-
3 exempt employees' their earned wages within the applicable time frames outlined in Labor Code
4 section 204.

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

18 47. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
19 and other current and former aggrieved California-based hourly non-exempt employees all wages
20 earned (including minimum wages, overtime wages, reporting time pay, meal period premium
21 wages, and/or rest period premium wages) rendered Plaintiff's and other current and former
22 aggrieved California-based hourly non-exempt employees' wage statements inaccurate, in
23 violation of Labor Code section 226.

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

28 49. As a derivative of Plaintiff's allegations above, because Defendants failed to pay

1 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
2 all their earned wages (including minimum wages, overtime wages, reporting time pay, meal
3 period premium wages, and/or rest period premium wages), Defendants failed to pay those
4 employees timely after each employee's termination and/or resignation, in violation of Labor
5 Code sections 201, 202, and 203.

6 50. Defendants' violations of applicable wage order constituted violations of Labor
7 Code section 1198, which prohibits employment under conditions of labor that violate the Wage
8 Orders.

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

13 52. Plaintiff has complied with the procedures for bringing suit specified in Labor
14 Code section 2699.3. On May 17, 2022, Plaintiff filed a PAGA Claim Notice with the LWDA and
15 provided notice to Defendants by certified mail which provided notice of the specific provisions of
16 the Labor Code alleged to have been violated, including the facts and theories to support the
17 violations alleged.

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

23 54. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
24 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226, 226.7, 510,
25 512, 1194, 1197, 1198, and 2802, beginning one (1) year preceding Plaintiff sending the initial
26 PAGA Claim Notice to the LWDA to the present, in the following amounts:

27 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, 2802, 512,
28 and 1198; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial

violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

b. For violations of Labor Code section 226, two hundred fifty dollars (\$250) for each employee for each pay period for the initial violation, and for each subsequent violation, one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 226.3].

c. For violations of Labor Code section 510, fifty dollars (\$50) for each employee for each pay period for the initial violation, and for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 558] and any unpaid wages.

d. For violations of Labor Code section 1194 and 1197, one hundred dollars (\$100) for each underpaid employee for each pay period for the initial violation, and for each subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 1197.1] and any unpaid wages.

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

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, ON BEHALF OF HERSELF AND ON OTHER AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:

ON THE FIRST CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code and the IWC Wages Orders as to the Plaintiff and aggrieved employees;

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

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

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

1 appropriate

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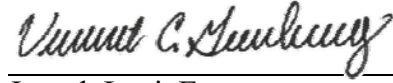
3 Dated: October 31, 2022

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By:

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP



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Joseph Lavi, Esq.

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Vincent C. Granberry, Esq.

8

Melissa A Huether, Esq.

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Attorneys for Plaintiff

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YETZWVELYTH MARTINEZ,

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on behalf of herself and current and former
aggrieved employees

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