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Attorneys for Plaintiff KEVIN COOPER,
on behalf of himself and current and former aggrieved employees

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

KEVIN COOPER, on behalf of himself and
other aggrieved employees,

Plaintiff,

vs.

KENT SECURITY OF CALIFORNIA, INC.;
and DOES 1 to 100, inclusive,

Defendants.

Case No.: **22CV020731**

PAGA ACTION

**PLAINTIFF KEVIN COOPER'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff KEVIN COOPER ("Plaintiff"), who alleges and complains
against Defendants KENT SECURITY OF CALIFORNIA, 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, himself
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
with Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all
hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure

1 to authorize or permit all legally required and compliant meal periods or pay meal period
2 premium wages; failure to authorize or permit all legally required and compliant rest periods or
3 pay rest period premium wages; indemnification for all necessary expenditures or losses incurred
4 by employees in direct consequence of discharging their duties; failure to pay security guards
5 earned wages on a weekly basis; statutory penalties for failure to timely pay earned wages during
6 employment; statutory penalties for failure to provide accurate wage statements; statutory waiting
7 time penalties in the form of continuation wages for failure to timely pay employees all wages due
8 upon separation of employment. Plaintiff seeks on a representative basis, following notice to the
9 Labor and Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to
10 Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California,
11 and others aggrieved.

12 **II. JURISDICTION AND VENUE**

13 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
14 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
15 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
16 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
17 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
18 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
19 aggrieved California-based hourly non-exempt employees occurred in locations throughout
20 California, including but not limited to Alameda County, at 500 William Street, Oakland, CA
21 94612.

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

26 **III. PARTIES**

27 4. Plaintiff brings this action as a representative of the Labor and Workforce
28 Development Agency on behalf of himself and other current and former employees subject to

1 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
2 filed include current, former and/or future employees of Defendants who work, worked, or will
3 work for Defendants as direct employees as well as temporary employees employed through temp
4 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
5 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
6 employed by Defendants in an hourly position at Defendants' location in Alameda from in or
7 around September 26, 2021, until on or about January 23, 2022.

8 5. Plaintiff is informed and believes and thereon alleges that Defendant KENT
9 SECURITY OF CALIFORNIA, INC. is authorized to do business within the State of California
10 and is doing business in the State of California and/or that Defendants DOES 1-50 are, and at all
11 times relevant hereto were persons acting on behalf of Defendant KENT SECURITY OF
12 CALIFORNIA, INC. in the establishment of, or ratification of, the aforementioned illegal wage
13 and hour practices or policies. Defendant KENT SECURITY OF CALIFORNIA, INC. operates in
14 Alameda County and employed Plaintiff and putative class members in Alameda County,
15 including but not limited to, at 500 William Street, Oakland, CA 94612.

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

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

27 8. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
28 sues said defendants by said fictitious names, and will amend this complaint when the true names

1 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
2 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
3 named defendants is in some manner responsible for the events and allegations set forth in this
4 complaint.

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

8 **FIRST CAUSE OF ACTION**

9 **CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS**

10 **GENERAL ACT OF 2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

13 11. During the period beginning one (1) year preceding Plaintiff sending the initial
14 PAGA Claim Notice to the LWDA to the present, Defendants violated Labor Code sections 201,
15 201.3, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198, 2802, and Sections 14 and 15 of the
16 applicable Wage Orders.

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

19 13. **Failure to pay wages for all hours worked at the legal minimum wage:**
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 which inure to the benefit of the employer.

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

28 15. In this case, Plaintiff and other current and former aggrieved California-based

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

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

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

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

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

24 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
25 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
26 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
27 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve
28 (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.

1 Labor Code section 510.

2 19. In this case, Defendants failed to pay Plaintiff and other current and former
3 aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours
4 worked due to Defendants' policies, practices, and/or procedures including, but 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 half an hour – to the benefit of Defendants.

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

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

20 22. California law requires an employer to authorize or permit an employee an
21 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
22 all duties and the employer relinquishes control over the employee's activities prior to the
23 employee's sixth hour of work. Labor Code sections 226.7, 512; the applicable Wage Order;
24 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not
25 employ an employee for a work period of more than ten (10) hours per day without providing the
26 employee with a second such meal period of not less than thirty (30) minutes prior to the start of
27 the eleventh hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the
28 meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on

duty” meal period is only permitted when: (1) the nature of the work prevents an employee from being relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

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

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

(a) automatically deducting thirty (30) minutes from Plaintiff and other current and former aggrieved California-based hourly non-exempt employees total daily hours worked and attributing them to meal periods – despite Defendants consistently failing to provide uninterrupted duty-free meal periods;

(b) exercising complete direction and control over how Plaintiff and other current and former aggrieved California-based hourly non-exempt employees spent their meal periods by requiring them to remain on-duty during their meal periods – resulting in meal periods that were not duty-free and/or less than thirty (30) minutes, as required by law;

(c) failing to authorize or permit Plaintiff and other current and former aggrieved California-based hourly non-exempt employees a first uninterrupted duty-free meal period of no less than thirty (30) minutes end of Plaintiff and other current and former aggrieved California-based hourly non-exempt employees fifth hour of work of work as required by law; and

(d) failing to authorize or permit Plaintiff and other current and former aggrieved California-based hourly non-exempt employees a second uninterrupted duty-free meal period of no less than thirty (30) minutes no later than the Plaintiff and other current and former aggrieved California-based hourly non-exempt employees tenth hour of work required by law.

25. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or

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

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

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

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

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

1 the applicable Wage Order.

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

6 (a) failing to authorize or permit Plaintiff and other current and former aggrieved
7 California-based hourly non-exempt employees an uninterrupted duty-free ten (10) minute rest
8 period for shifts lasting at least three-and-a-half (3.5) hours to six (6) hours in length;

9 (b) failing to authorize Plaintiff and other current and former aggrieved California-
10 based hourly non-exempt employees two uninterrupted duty-free rest periods of a net twenty (20)
11 minutes for shifts exceeding six (6) hours and up to ten (10) hours in length; and

12 (c) failing to authorize Plaintiff and other current and former aggrieved California-
13 based hourly non-exempt employees three uninterrupted duty-free rest periods of a net thirty (30)
14 minutes for shifts exceeding ten (10) hours in length.

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

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

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

1 2802.)

2 34. Defendants have violated Labor Code Section 2802 by failing to indemnify
3 Plaintiff and other current and former aggrieved California-based non-exempt hourly employees'
4 necessary expenditures they incurred in the discharge of their duties. Specifically, Defendants
5 employed a policy, practice, and procedure included, but were not limited to, requiring Plaintiff
6 and other current and former aggrieved California-based hourly non-exempt employees to use or
7 purchase their own tools and/or resources in order to work for Defendants, including, but not
8 limited to, use of their personal cell phones to call Defendants' management in order to clock in,
9 and also to receive calls and dispatch instructions from Defendants' management - without
10 reimbursing Plaintiff and other current and former aggrieved California-based hourly non-exempt
11 employees for such use.

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

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

19 37. **Failure to pay earned wages on a weekly basis:** Labor Code section
20 201.3(b)(1)(B), states, *inter alia*, that if an employee is employed in the security services industry,
21 then their "wages are due and payable no less frequently than weekly, regardless of when the
22 assignment ends, and wages for work performed during any workweek...shall be due and payable
23 not later than the regular payday of the following workweek."

24 38. Here, Plaintiff and other current and former aggrieved California-based hourly non-
25 exempt employees who worked as security guards were employed by Defendants in the security
26 services industry. Thus, Plaintiff and similarly situated employees who worked as security guards
27 are owed wages due and payable at the end of each workweek.

28 39. However, Defendants employed payroll policies, practices, and/or procedures that

1 ensured Plaintiff and other current and former aggrieved California-based hourly non-exempt
2 employees who worked as security guards were paid on a continuous bi-weekly basis.

3 40. These payroll policies, practices, and/or procedures resulted in Defendants' failure
4 to timely pay Plaintiff and other current and former aggrieved California-based hourly non-exempt
5 employees who worked as security guards on a weekly basis as required under Labor Code section
6 201.3.

7 41. **Failure to timely pay earned wages during employment:** In California, wages
8 must be paid at least twice during each calendar month on days designated in advance by the
9 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
10 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
11 16th and the 26th day of that month and wages earned between the 16th and the last day,
12 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
13 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
14 paid within seven (7) calendar days following the close of the payroll period in which wages were
15 earned. Labor Code section 204(d).

16 42. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
17 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
18 exempt employees' earned wages (including minimum wages, overtime wages, meal period
19 premium wages and/or rest period premium wages), in violation of Labor Code section 204.
20 Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay
21 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
22 their earned wages within the applicable time frames outlined in Labor Code section 204.

23 43. **Failure to provide complete and accurate wage statements:** Labor Code section
24 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
25 employee his or her wages, the employer must "furnish each of his or her employees ... an
26 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
27 employee, except for any employee whose compensation is solely based on a salary and who is
28 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of

1 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
2 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
3 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
4 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
5 name of the employee and his or her social security number, (8) the name and address of the legal
6 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
7 the corresponding number of hours worked at each hourly rate by the employee.”

8 44. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
9 and other current and former aggrieved California-based hourly non-exempt employees all wages
10 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest
11 period premium wages) rendered Plaintiff’s and other current and former aggrieved California-
12 based hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code
13 section 226.

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

18 46. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay
19 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
20 all their earned wages (including minimum wages, overtime wages, meal period premium wages,
21 and/or rest period premium wages), Defendants failed to pay those employees timely after each
22 employee’s termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

23 47. Defendants’ violations of The applicable Wage Order constituted violations of
24 Labor Code section 1198, which prohibits employment under conditions of labor that violate the
25 Wage Orders.

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

1 Labor Code section 2699.3.

2 49. Plaintiff has complied with the procedures for bringing suit specified in Labor
3 Code section 2699.3. On May 12, 2022, Plaintiff filed a PAGA Claim Notice with the LWDA and
4 provided notice to Defendants by certified mail which provided notice of the specific provisions of
5 the Labor Code alleged to have been violated, including the facts and theories to support the
6 violations alleged.

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

12 51. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
13 penalties for Defendants' violations of Labor Code sections 201, 201.3, 202, 203, 204, 226, 226.7,
14 510, 512, 1194, 1197, 1198, 2802, beginning one (1) year preceding Plaintiff sending the initial
15 PAGA Claim Notice to the LWDA to the present, in the following amounts:

16 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, 2802, 512,
17 and 1198; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
18 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
19 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

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

28 d. For violations of Labor Code section 1194 and 1197, one hundred dollars

1 (\$100) for each underpaid employee for each pay period for the initial violation, and for each
2 subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay
3 period [penalty amounts established by Labor Code section 1197.1] and any unpaid wages.

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

6 **PRAYER FOR RELIEF**

7 **WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF AND ON OTHER**
8 **AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:**

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

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

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

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

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

19
20 Dated: October 28, 2022

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

21
22 By:



23 Joseph Lavi, Esq.
24 Vincent C. Granberry, Esq.
25 Danielle E. Montero, Esq.
26 Attorneys for Plaintiff
27 KEVIN COOPER,
28 on behalf of himself and current and former
aggrieved employees