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on behalf of himself and current and former aggrieved employees

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

DEVAN BROWN, on behalf of himself and
current and former aggrieved employees

Plaintiff,

vs.

EISENHOWER MEDICAL CENTER; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: CVP82502117

PAGA ACTION

**PLAINTIFF DEVAN BROWN'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff DEVAN BROWN ("Plaintiff"), who alleges and complains against
Defendants EISENHOWER MEDICAL CENTER; and DOES 1 to 100, inclusive (collectively
"Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor 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

1 worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to pay
2 overtime wages at the proper overtime rate of pay; failure to authorize or permit all legally required
3 and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit
4 all legally required and/or compliant rest periods or pay rest period premium wages; failure to pay
5 wages for accrued paid sick time at the regular rate of pay; statutory penalties for failure to timely
6 pay earned wages during employment; statutory penalties for failure to provide accurate wage
7 statements; statutory waiting time penalties in the form of continuation wages for failure to timely
8 pay employees all wages due upon separation of employment. Plaintiff seeks on a representative
9 basis, following notice to the Labor and Workforce Development Agency, civil penalties, reasonable
10 attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff,
11 the State of California, 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 thirty-five thousand dollars
17 (\$35,000); 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 Riverside County, at 39000 Bob Hope Dr, Rancho Mirage,
21 CA 92270.

22 **III. PARTIES**

23 1. Plaintiff brings this action as a representative of the Labor and Workforce
24 Development Agency on behalf of himself and other current and former employees subject to
25 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
26 filed include current, former and/or future employees of Defendants who work, worked, or will work
27 for Defendants as direct employees as well as temporary employees employed through temp
28 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently

1 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
2 Defendants in an hourly position at Defendants' location in Riverside from in or around November
3 27, 2023, until on or about December 12, 2024.

4 2. Plaintiff is informed and believes and thereon alleges that Defendant EISENHOWER
5 MEDICAL CENTER is authorized to do business within the State of California and is doing
6 business in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant
7 hereto were persons acting on behalf of Defendant EISENHOWER MEDICAL CENTER in the
8 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
9 Defendant EISENHOWER MEDICAL CENTER operates in Riverside County and employed
10 Plaintiff and aggrieved employees in Riverside County, including but not limited to, at 39000 Bob
11 Hope Dr, Rancho Mirage, CA 92270.

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

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

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

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

FIRST CAUSE OF ACTION

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

**(Against all Defendants by Plaintiff on behalf of Themselves, the State of California, and
Other Current and Former Aggrieved Employees)**

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

8. During Plaintiff's employment and continuing through the present, Plaintiff alleges Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 246, 510, 512, 1194, 1197, and the applicable Wage Orders.

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

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

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

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

1 to:

2 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
3 non-exempt employees to keep their employer-issued cellphone on their person and to always
4 monitor them during their shift resulting in Plaintiff and other current and former aggrieved
5 California-based hourly non-exempt employees remaining on duty during their off-the-clock meal
6 breaks.

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

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

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

23 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
24 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
25 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
26 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
27 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
28 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.

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

4 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
5 non-exempt employees to keep their employer-issued cellphone on their person and to always
6 monitor them during their shift resulting in Plaintiff and other current and former aggrieved
7 California-based hourly non-exempt employees remaining on duty during their off-the-clock meal
8 breaks.

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

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

21 19. 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, 1194 and 1198, and the applicable Wage Order.

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

21. California law requires an employer to authorize or permit an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code sections 226.7, 512, and 1198; Wage Order 5 at §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the 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.

22. 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 sections 226.7 and 1198; Wage Order 5 at §11.

23. 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) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to keep their employer-issued cellphone on their person and to always monitor them during their shift resulting in Plaintiff and other current and former aggrieved California-based hourly non-exempt employees remaining on duty during their off-the-clock meal

1 breaks.

2 (b) Failing to provide Plaintiff and other current and former aggrieved California-based
3 hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes
4 for every five hours worked due to heavy work flow and understaffing.

5 (c) Failing to provide Plaintiff and other current and former aggrieved California-based
6 hourly non-exempt employees a second uninterrupted duty-free meal period of no less than thirty
7 (30) minutes for each workday that Plaintiff and other current and former aggrieved California-
8 based hourly non-exempt employees work shifts over twelve (12) hours.

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

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

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

27 27. **Failure to pay wages to hourly non-exempt employees for workdays that**
28 **Defendants failed to provide legally required and compliant rest periods and/or failure to pay**

1 **rest period premium:** Plaintiff and other current and former aggrieved California-based hourly
2 non-exempt employees regularly worked shifts of more than three-and-a-half (3.5) hours.

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

14 29. If the employer fails to authorize or permit a required rest period, the employer must
15 pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the
16 employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage
17 Order 5 at § 12.

18 30. 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 employees due to Defendants’ policies, practices, and/or procedures including, but not
21 limited to:

22 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
23 non-exempt employees to keep their employer-issued cellphone on their person and to always
24 monitor them during their shift resulting in Plaintiff and other current and former aggrieved
25 California-based hourly non-exempt employees remaining on duty during their rest breaks.

26 (b) Failing to provide Plaintiff and other current and former aggrieved California-based
27 hourly non-exempt employees with net ten (10) minute rest breaks for every four (4) hours worked
28 or major fraction thereof due to heavy work flow and understaffing.

1 (c) Failing to provide Plaintiff and other current and former aggrieved California-based
2 hourly non-exempt employees a third uninterrupted duty-free rest period of no less than ten (10) net
3 minutes on each workday that Plaintiff and other current and former aggrieved California-based
4 hourly non-exempt employees work shifts over ten (10) hours.

5 31. 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-based
7 hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday
8 they did not receive legally required and compliant rest periods, in violation of Labor Code section
9 226.7.

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

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

23 34. **Failure to provide sick pay wages:** Defendants had a policy and/or procedure where
24 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
25 accrued paid sick time.

26 35. Labor Code section 246, subdivision (a), states in relevant part “[a]n employee
27 who...works in California for the same employer for 30 or more days within a year from the
28 commencement of employment is entitled to paid sick days.” Additionally, an employee accrues

1 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked, beginning
2 at the commencement of employment. Labor Code section 246(b).

3 36. Here, Plaintiff and other current and former aggrieved California-based hourly non-
4 exempt employees were employed by Defendants for 30 or more days and were entitled to paid sick
5 days. Defendants, however, lacked a policy, practice, and/or procedure whereby Plaintiffs and other
6 current and former aggrieved California-based hourly non-exempt employees who were employed
7 by Defendants for 30 days or more could accrue paid sick days at the rate of no-less-than one (1)
8 hour per every thirty (30) hours worked, beginning at the commencement of employment as required
9 by Labor Code section 246(b).

10 37. In this case, Plaintiff alleges that when he and other current and former aggrieved
11 California-based hourly non-exempt employees elected to use paid sick time, Defendants failed to
12 pay them sick time wages at the proper sick time rate of pay due to Defendants' failure to include
13 all remuneration when calculating the sick time rate of pay. Specifically, Defendants maintained a
14 policy, practice, and/or procedure of failing to include all remuneration including but not limited to
15 sign on bonus pay and/or shift differential pay for example, when calculating Plaintiff and other
16 current and former aggrieved California-based hourly non-exempt employees' regular rate of pay
17 for the purpose of paying sick time.

18 38. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants
19 failing to provide Plaintiff and other current and former aggrieved California-based hourly non-
20 exempt employees' paid sick days, in violation of Labor Code section 246.

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

1 section 204(d).

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

9 41. **Secret payment of lower wages than designated by statute:** Labor Code section
10 223 provides that, where any statute or contract requires an employer to maintain the designated
11 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
12 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
13 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
14 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
15 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
16 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while
17 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

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

1 applicable hourly rates in effect during the pay period and the corresponding number of hours
2 worked at each hourly rate by the employee.”

3 43. As a result of Defendants’ knowing and intentional failure to pay Plaintiff and other
4 current and former aggrieved California-based hourly non-exempt employees all wages earned
5 (including minimum wages, overtime wages, meal period premium wages, and/or rest period
6 premium wages) Plaintiff’s and other current and former aggrieved California-based hourly non-
7 exempt employees’ wage statements were rendered inaccurate, in violation of Labor Code section
8 226(a)(1, 2, 5 & 9). As such Plaintiff and other current and former aggrieved California-based hourly
9 non-exempt employees were unable to promptly and easily determine the accurate information
10 required by Labor Code section 226(a).

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

15 45. As a result of the aforementioned willful violations of the Labor Code, because
16 Defendants failed to pay Plaintiff and other current and former aggrieved California-based hourly
17 non-exempt employees all their earned wages (including minimum wages, overtime wages, meal
18 period premium wages, and/or rest period premium wages), Defendants failed to pay those
19 employees timely after each employee’s termination and/or resignation, in violation of Labor Code
20 sections 201, 202, and 203.

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

25 47. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
26 section 2699.3. On January 21, 2025, Plaintiff filed a PAGA Claim Notice with the LWDA and
27 provided notice to Defendants by certified mail which provided notice of the specific provisions of
28 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.

49. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7, 246, 510, 512, and 1194. During Plaintiff's employment and continuing through the present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following amounts:

a. For violations of Labor Code sections 201, 202, 203, 226(a), 226.7, 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(a), alternatively, 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 and 512, 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].

d. For violations of Labor Code section 204, one hundred dollars (\$100) for each failure to pay each employee in any initial violation, and for each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code section 210].

e. For violations of Labor Code section 223, one hundred dollars (\$100) for each failure to pay each employee in any initial violation, and for each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code section 225.5].

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

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF 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 sections 210, 225.5, 226.3, 558, 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 appropriate.

Dated: March 28, 2025

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By: /s/ Matthew J. Gustin
Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Matthew J. Gustin, Esq.
Attorneys for Plaintiff
DEVAN BROWN
on behalf of himself and current and former
aggrieved employees