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Attorneys for Plaintiff

LETICIA CORNELL on behalf of herself and the putative class, those similarly situated, and/or aggrieved California-based non-exempt employees

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

LOS ANGELES COUNTY

LETICIA CORNELL, on behalf of herself, those similarly situated, and/or aggrieved California-based non-exempt employees,

Plaintiff,

v.

FLEMING & BARNES, INC. DBA
 DIMONDALE ADOLESCENT CARE
 FACILITY; and Does 1 through 100, inclusive,

Defendants.

Case No. **22STCV29152**

CLASS ACTION COMPLAINT

1. Failure to Pay Minimum Wage for All Hours Worked
2. Failure to Pay Overtime Wages
3. Failure to Provide Meal Periods
4. Failure to Authorize and Permit Rest Periods
5. Failure to Timely Pay Final Wages
6. Failure to Provide Adequate Pay Stubs
7. Unfair Competition
8. Civil Penalties Pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Lab. Code Section 2698, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff LETICIA CORNELL, on behalf of herself, those similarly situated, and/or aggrieved
2 California-based non-exempt employees of Defendants (“Plaintiffs”), allege the following against
3 Defendants FLEMING & BARNES, INC. DBA DIMONDALE ADOLESCENT CARE FACILITY and
4 Does 1 through 100, inclusive (hereinafter, referred to collectively as “Defendants”) as follows:

5 ***NATURE OF THIS ACTION***

6 1. This is a class and Private Attorneys’ General Act of 2004 (“PAGA”) action for wage and
7 hour violations arising out of, among other things, Defendants’ failure to pay minimum wage for all hours
8 worked, failure to pay overtime wages, failure to provide meal periods, failure to authorize or permit rest
9 breaks, failure to pay all wages due upon termination and failure to provide adequate pay stubs, in
10 accordance with California law.

11 2. As more fully set forth herein, Defendants intentionally failed to pay minimum wage for
12 all hours worked and to pay overtime wages, to provide off-duty meal and rest periods, to provide premium
13 pay for missed meal and rest periods, to timely pay all wages due to separated employees, and to provide
14 adequate pay stubs.

15 3. Plaintiff brings this PAGA representative action on behalf of herself and the State of
16 California seeking civil penalties associated with Defendants’ violations of the Labor Code against Plaintiff
17 and other current and former aggrieved California-based non-exempt employees of Defendants based on
18 Defendants’ failure to pay minimum wage for all hours worked and to pay overtime wages, to provide off-
19 duty meal and rest periods, to provide premium pay for missed meal and rest periods, to timely pay all
20 wages due to separated employees, and to provide adequate pay stubs. Plaintiff seeks on a representative
21 basis, following notice to the Labor and Workforce Development Agency, civil penalties, reasonable
22 attorney’s fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State
23 of California, and all aggrieved California-based non-exempt employees of Defendants.

24 ***PARTIES***

25 4. Plaintiff LETICIA CORNELL (“Plaintiff”) is and at all times relevant hereto has been, an
26 individual residing in Lancaster, California. Plaintiff worked for Defendants at four of their locations in
27 Lancaster, CA at 44423 Hanstead Avenue Lancaster, CA, 93535; 823 E. Pillsbury Street, Lancaster, CA,
28 93535; 44116 63rd Street W, Lancaster, CA, 93536; and 43862 Cedar Avenue, Lancaster, CA, 93534 from

1 September 2018 through July 5, 2021.

2 5. Plaintiff brings this action on behalf of herself, all aggrieved California-based non-exempt
3 employees of Defendants, and the State of California pursuant to the PAGA. The named Plaintiff and the
4 aggrieved employees are current, former and/or future employees of Defendants who worked, work, or
5 will work for Defendants as hourly non-exempt employees in California. At all times mentioned herein,
6 Plaintiff was employed by Defendants within the one year prior to the filing of the PAGA notice with the
7 Labor and Workforce Development Agency (“LWDA”).

8 6. Plaintiff is informed and believes and, on that basis, alleges that Defendant FLEMING &
9 BARNES, INC. DBA DIMONDALE ADOLESCENT CARE FACILITY (hereinafter “FLEMING”) is a
10 business organization, form unknown, doing business through the state of California, with its principal
11 place of business in Torrance, California. Plaintiff is informed and believes and on that basis alleges that,
12 Defendant FLEMING owns and operates nine (9) locations in California, including the four (4) locations
13 where Plaintiff worked at 44423 Hanstead Avenue Lancaster, CA, 93535; 823 E. Pillsbury Street,
14 Lancaster, CA, 93535; 44116 63rd Street W, Lancaster, CA, 93536; and 43862 Cedar Avenue, Lancaster,
15 CA, 93534.

16 7. Plaintiff is informed and believes, and based thereon alleges, that Defendants DOES 1-33
17 are, and at all times relevant hereto were persons acting on behalf of FLEMING, who violated or caused
18 to be violated provisions of the Labor Code and/or the Industrial Welfare Commission’s wage orders
19 regulating hours and days of work. Plaintiffs are informed and believe and thereon allege that FLEMING
20 was Plaintiff’s employer and suffered and permitted Plaintiff, those similarly situated, and/or all aggrieved
21 California-based non-exempt employees to work and exercised control over the wages, hours and working
22 conditions of employment of Plaintiff, those similarly situated, and/or all aggrieved California-based non-
23 exempt employees.

24 8. Plaintiff is informed and believes, and based thereon alleges, that Defendants DOES 34
25 through 66 are corporations, or are other business entities or organizations of a nature unknown to Plaintiff
26 that employed Plaintiffs, permitted Plaintiff, those similarly situated, and/or all aggrieved California-based
27 non-exempt employees to work, and exercised control over the wages, hours, and working conditions of
28

1 employment of Plaintiff, those similarly situated, and/or all aggrieved California-based non-exempt
2 employees.

3 9. Plaintiff is informed and believes, and based thereon alleges, that Defendants DOES 67
4 through 100 are individuals unknown to Plaintiff. Each of the individual defendants sued individually and
5 in his or her capacity as an agent, shareholder, owner, representative, manager, supervisor, independent
6 contractors, and/or employee of each defendant who violated or caused to be violated the wage provisions
7 of the Labor Code and/or any provision of the Industrial Welfare Commission's wage orders regulating
8 hours and days of work.

9 10. The true names or capacities, whether individual, associate or otherwise, of Doe
10 Defendants 1 to 100, inclusive, are unknown to PLAINTIFF and, therefore, PLAINTIFF sues these Doe
11 Defendants by such fictitious names. Defendants DOES 1 to 100, inclusive are, and at all times relevant
12 hereto acted on behalf of FLEMING and violated or caused to be violated provisions of the Labor Code
13 and/or the Industrial Welfare Commission's wage orders regulating meal and rest periods. PLAINTIFF
14 will seek leave of this Court to amend this Complaint to allege such names and capacities as soon as they
15 are ascertained. PLAINTIFF is informed and believes and thereon alleges that each of these fictitiously
16 named defendants is responsible in some manner for the occurrences alleged herein, and that
17 PLAINTIFF'S injuries and damages as alleged and set forth herein were proximately caused by such
18 fictitiously named defendants. Each of the individual defendants is sued individually and in his or her
19 capacity as an agent, shareholder, owner, representative, manager, supervisor, independent contractor
20 and/or employee of each defendant who violated or caused to be violated the provisions of the Labor Code
21 and/or the Industrial Welfare Commission's wage orders regulating meal and rest periods.

22 11. PLAINTIFF is informed and believes and thereon alleges that at all times relevant herein,
23 each and every one of the Defendants, including the Doe Defendants, acted in concert and in furtherance
24 of each other's interest. The acts of any individual defendants, as described herein, were known to and
25 ratified by all Defendants.

26 12. PLAINTIFF is informed and believes and thereon alleges that at all relevant times each of
27 the Defendants was the integrated enterprise, joint employer of PLAINTIFF and was engaged with some
28 or all the other Defendants in a joint enterprise for profit and bore such other relationships to some or all

1 of the other Defendants so as to be liable for the conduct of them. PLAINTIFF performed services for
2 each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared
3 control of PLAINTIFF as employers, either directly or indirectly, and of the manner in which Defendants'
4 business was conducted.

5 13. PLAINTIFF is further informed and believes and thereon alleges that all Defendants acted
6 pursuant to and within the scope of the relationships alleged above, that all Defendants knew or should
7 have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of
8 all other Defendants; and that all Defendants acted pursuant to a conspiracy and agreement to do the things
9 alleged herein.

10 14. PLAINTIFF makes the allegations in this Complaint without any admission that, as to any
11 particular allegation, PLAINTIFF bears the burden of pleading, proof, or persuasion, and PLAINTIFF
12 reserves all of PLAINTIFF's rights to plead in the alternative.

13 ***JURISDICTION AND VENUE***

14 15. This Court has jurisdiction over the claims alleged herein pursuant to the Labor Code,
15 including but not limited to §§ 201-204, 226, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, and 1198.
16 Business and Professions Code section 17200, *et seq.*, and the Industrial Wage Commission ("IWC")
17 Orders, including, but not limited to Wage Order No. 5.

18 16. This Court has jurisdiction over the entire action by virtue of the fact that this is a civil
19 action wherein the matter in controversy, exclusive of interest and costs, exceeds the minimal jurisdiction
20 of this Court. Venue is proper in this Court because the events and conduct giving rise to PLAINTIFF's
21 claims in this action occurred in this Judicial District and PLAINTIFF and Defendants either resided in
22 this judicial district and/or are duly registered and authorized to do business in this judicial district located
23 in Los Angeles County.

24 17. This Court has jurisdiction over Plaintiff's and all aggrieved California-based non-exempt
25 employees' claims because Plaintiff's lawsuit seeks civil penalties for herself, the State of California, and
26 all aggrieved California-based non-exempt employees of Defendants in excess of \$25,000 and Defendants
27 employed aggrieved employees and injuries occurred in locations throughout California including, but not
28 limited to, the four locations Plaintiff worked for Defendants: 44423 Hanstead Avenue Lancaster, CA,

93535; 823 E. Pillsbury Street, Lancaster, CA, 93535; 44116 63rd Street W, Lancaster, CA, 93536; and 43862 Cedar Avenue, Lancaster, CA, 93534.

CLASS ACTION ALLEGATIONS

18. Plaintiff brings this action on her own behalf, and on behalf of all other persons similarly situated, namely each and every individual who has worked as a nonexempt employee during the Class Period at Defendants' locations in California, and who were not compensated in accordance with California law.

19. **Definition:** PLAINTIFF brings this action on behalf of herself and the class pursuant to California *Code of Civil Procedure* § 382. The class is defined as: "All current and former nonexempt employees who worked in California for Defendants, at any time beginning four (4) years prior to the filing of the Complaint through the date that class certification is granted."

20. **Numerosity of the Class:** The persons in the Class proposed herein are so numerous that joinder of all such persons is impracticable. Plaintiff is informed and believes and on that basis alleges that there are over 300 current and former employees of Defendants employed as nonexempt employees at Defendants' locations in California during the Class Period. The precise number of Class Members will be known to Plaintiff during discovery. Disposition of Plaintiff's claims in a class action will be of benefit to all parties and to the Court.

21. **Existence of Predominance of Common Questions of Fact and Law:** Pursuant to Code of Civil § 382, common questions of law and fact exist as to all members of the Class. These questions predominate over any questions affecting only individual Class members. These common legal and factual questions include:

- a. Whether Defendants failed to pay minimum and overtime wages to nonexempt employees in accordance with Labor Code §§ 510, 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Whether Defendants violated Labor Code § 226.7 and/or § 512 and/or the applicable IWC Wage Order and engaged in a pattern or practice of failing to provide timely, off-duty thirty (30) minute meal periods;

- c. Whether Defendants engaged in a pattern or practice of failing to compensate Plaintiff and the members of the Class for missed, untimely, or on-duty meal periods as required by California law;
- d. Whether Defendants violated Labor Code §226.7 and the applicable IWC Wage Order by failing to provide ten (10) minute, uninterrupted rest periods as required by California law;
- e. Whether Defendants engaged in a pattern or practice of failing to compensate Plaintiff and the members of the Class for failing to provide ten (10) minute, uninterrupted rest periods as required by California law;
- f. Whether Defendants violated Labor Code §§ 204 by failing to pay all wages due to Plaintiff and members of the Class;
- g. Whether Defendants violated Labor Code §§ 201-203 by failing to timely pay all wages due at termination;
- h. Whether Defendants violated Labor Code §226 by failing to issue accurate itemized wage statements to Plaintiff and members of the Class;
- i. The nature and extent of class-wide injury and the measure of damages for the injury.

22. **Typicality:** Plaintiff's claims are typical of the members of the Class because Plaintiff, a nonexempt employee, was exposed and subjected to the same unlawful business practices as other nonexempt employees of Defendants in California during the Class Period. Plaintiff and the members of the Class sustained the same type of damages and losses.

23. **Adequacy:** Plaintiff is an adequate representative of the Class she seeks to represent because her interests do not conflict with the interests of the members of the Class. Plaintiff has retained counsel competent and experienced in complex class action litigation and Plaintiff intends to prosecute this action vigorously. The interests of members of the Class will be fairly and adequately protected by Plaintiff and her counsel.

24. **Superiority and Substantial Benefit:** The class action is superior to other available means for the fair and efficient adjudication of Plaintiff and the Class Members' claims. The damages suffered

1 by each individual Class Member may be limited. Damages of such magnitude are small given the burden
2 and expense of individual prosecution of the complex and extensive litigation necessitated by Defendants'
3 conduct. Further, it would be virtually impossible for Class Members to redress the wrongs done to them
4 on an individual basis. Even if members of the Class themselves could afford such individual litigation,
5 the court system could not. Individualized litigation increases the delay and expense to all parties and the
6 court system, due to the complex legal and factual issues of the case. By contrast, the class action device
7 presents far fewer management difficulties, and provides the benefits of single adjudication, economy of
8 scale, and comprehensive supervision by a single court.

9 25. The Class should also be certified because the prosecution of separate actions by individual
10 Class Members would create a risk of inconsistent adjudications which would establish incompatible
11 standards of conduct for Defendants.

12 ***CLASS ACTION/PAGA ALLEGATIONS***

13 26. Defendants own and/or operate approximately nine (9) buildings providing housing for at-
14 risk youth throughout California.

15 27. Plaintiff worked for Defendants as a Direct Care Worker from September 2018 through
16 July 5, 2021, at four of its nine locations: 44423 Hanstead Avenue Lancaster, CA, 93535; 823 E. Pillsbury
17 Street, Lancaster, CA, 93535; 44116 63rd Street W, Lancaster, CA, 93536; and 43862 Cedar Avenue,
18 Lancaster, CA, 93534.

19 28. At all times relevant hereto, Defendants employed individuals as nonexempt employees,
20 but failed to pay minimum and overtime wages and failed to provide and/or permit meal and rest periods
21 as required by California law.

22 29. By virtue of this failure to abide by the California Labor Code and IWC Wage Orders,
23 Defendants have received substantial sums of money, and have realized profits from the labor of its
24 nonexempt employees.

25 30. Plaintiff is informed and believes and, on that basis, alleges that, Defendants regularly
26 denied Plaintiff, those similarly situated, and/or aggrieved employees minimum wage for all hours
27 worked, overtime wages, meal periods, and rest periods as required by California law.
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31. Plaintiff, those similarly situated, and/or aggrieved employees have been damaged as a result of their unlawful treatment, in that they have not received legally required wages and meal and rest periods and have been, and continue to be, unlawfully denied minimum and overtime wages and meal and rest periods.

32. Plaintiff is informed and believes and, on that basis, alleges that, Defendants regularly failed to provide timely Plaintiff, those similarly situated, and/or aggrieved employees all wages due during their time of employment, in violation of Labor Code §204.

33. Plaintiff is informed and believes and, on that basis, alleges that, Plaintiff, those similarly situated, and/or aggrieved employees, were not timely paid all wages due at the time of separation of employment, in violation of Labor Code §203.

34. Plaintiff is informed and believes and, on that basis, alleges that, Plaintiff, those similarly situated, and/or aggrieved employees did not receive wage statements that accurately report hours worked, in violation of Labor Code §226.

35. Plaintiff brings this action on behalf of herself, as well as on behalf of those similarly situated, and/or aggrieved employees who have worked for Defendants' locations in California during the Class Period and within one year of filing the PAGA notice with the LWDA ("PAGA Period"). The relief sought in this action is necessary to restore to all employees who have worked at Defendants' locations at any time during the Class Period and/or PAGA Period, the money which Defendants herein has illegally acquired through the unlawful treatment described herein, civil penalties for themselves, the State of California, and all aggrieved California-based non-exempt employees of Defendants, and to prohibit Defendants, and each of them, from continuing to subject all current and future employees to these same unfair, fraudulent and unlawful business and employment practices.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGE FOR ALL HOURS WORKED

CAL. LAB. CODE §§ 1182.12, 1194, 1197

(On Behalf of Plaintiff, Members of the Class, and Aggrieved Employees Against All Defendants)

36. PLAINTIFF, the Class members, and aggrieved employees incorporate by reference all paragraphs above, as if fully set forth herein.

37. Under California law, Plaintiff, the Class members, and aggrieved employees are entitled to receive wages for all hours worked, i.e., all time Plaintiff, Class members, and aggrieved employees were subject to Defendants' control, and/or suffered or permitted to work, and those wages must be paid at least at the minimum wage rate in effect during the time Plaintiff, Class members, and aggrieved employees earned the wages. Defendant's policies, practices, and/or procedures required Plaintiff, Class members, and aggrieved employees to work without being paid wages for all of the time in which they were subject to Defendant's control, and/or were suffered or permitted to work.

38. Defendants hired Plaintiff, the Class members, and aggrieved employees in the positions of nonexempt employees.

39. Defendant failed to compensate Plaintiff, the Class members, and aggrieved employees for all hours worked.

40. Plaintiff, the Class members, and aggrieved employees worked more minutes per shift than Defendants credited them with because they were frequently not allowed to clock in at the time of their arrival. Plaintiff's, the Class members', and aggrieved employees' timecards were not corrected to include the time they worked while unable to clock in.

41. Consequently, Plaintiff, the Class members, and aggrieved employees were subject to Defendants' control without being compensated wages, in violation of Labor Code sections 1182.12, 1194, 1197, and the applicable Wage Order.

42. Pursuant to California Labor Code sections 1194 and 1194.2, Plaintiff, the Class members, and aggrieved employees are entitled to recover unpaid minimum wages, liquidated damages, and attorneys' fees and costs.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

CAL. LAB. CODE §§ 510, 1194, 1198 AND THE APPLICABLE WAGE ORDER

(On Behalf of Plaintiff, Members of the Class, and Aggrieved Employees Against All Defendants)

43. PLAINTIFF, the Class members, and aggrieved employees incorporate by reference all paragraphs above, as if fully set forth herein.

1 44. Labor Code section 510 provides that a workday consists of eight hours and a workweek
2 consists of forty hours. Both provisions require an employer to compensate an employee who works
3 overtime hours at one-and-one-half (1½) times the employee's regular rate of compensation for hours
4 worked over eight in a workday, with double time after eight (8) hours on the seventh day of any work
5 week, or after 12 hours in any workday.

6 45. Labor Code section 1194 states, "Notwithstanding any agreement to work for a lesser wage,
7 any employee receiving less than the legal minimum wage or the legal overtime compensation applicable
8 to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this
9 minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs
10 of suit."

11 46. Labor Code section 1198 provides that it shall be unlawful for an employer to employ an
12 employee "for longer hours than those fixed by [the Industrial Welfare Commission]."

13 47. Defendants have unlawfully denied Plaintiff, the Class members, and aggrieved employees
14 the payment of earned overtime compensation in violation of Labor Code sections 510 and 1198 and the
15 IWC Wage Orders by failing to pay Plaintiff, the Class members, and aggrieved employees overtime pay
16 for all time spent working that was beyond eight (8) hours in a day, or beyond forty (40) hours in a week.

17 48. Under Labor Code section 1194, Plaintiff, the Class members, and aggrieved employees
18 are entitled to recover such unpaid overtime compensation, interest, attorney's fees, and costs.

19 49. Defendants committed the acts alleged herein knowingly and willfully, with the wrongful
20 and deliberate intention of injuring Plaintiff, the Class members, and aggrieved employees and in
21 conscious disregard of the rights of Plaintiff, the Class members, and aggrieved employees in order to
22 save money on labor costs.

23 50. As such, Plaintiff, the Class members, and aggrieved employees are entitled to recover their
24 unpaid overtime wages plus interest pursuant to the applicable IWC Wage Order, California Labor Code
25 §§510, 1194, and 1198 and attorney fees, expenses, and costs of suit under Labor Code §1194.

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1 **THIRD CAUSE OF ACTION**

2 FAILURE TO PROVIDE MEAL PERIODS

3 CALIFORNIA LABOR CODE §§ 512 and 226.7 AND THE APPLICABLE WAGE ORDER

4 *(On Behalf of Plaintiff, Members of the Class, and Aggrieved Employees Against All Defendants)*

5 51. PLAINTIFF, the Class members, and aggrieved employees incorporate by reference all
6 paragraphs above, as if fully set forth herein.

7 52. During the entirety of their employment, Defendants regularly denied Plaintiff, the Class
8 members, and aggrieved employees members meal periods. Defendants failed to compensate Plaintiff, the
9 Class members, and aggrieved employees for denied meal periods.

10 53. California law requires an employer to provide its employees an uninterrupted meal period
11 of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer
12 relinquishes control over the employee's activities no later than the end of the employee's fifth hour of
13 work and a second meal period no later than the employee's tenth hour of work. (Labor Code sections
14 226.7, 512; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004). If the employer requires
15 the employee to remain at the work site or facility during the meal period, the meal period must be paid.
16 This is true even where the employee is relieved of all work duties during the meal period. (*Bono*
17 *Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968). If the employee is not free to leave the work
18 premises or worksite during the meal period, even if the employee is relieved of all other duty during the
19 meal period, the employee is subject to the employer's control and the meal period is counted as time
20 worked.

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

24 55. Defendants failed to pay premium wages to Plaintiff, the Class members, and aggrieved
25 employees to compensate them for each workday they did not receive all legally required and/or compliant
26 meal periods.

27 56. As a result of Defendants' failure to provide Plaintiff, the Class members, and aggrieved
28 employees with meal periods in accordance with the above-referenced legal authority, in addition to any

1 wages due and owing for working through their meal periods, and separate from any other penalties to
2 which they are entitled, Plaintiff, the Class members, and aggrieved employees are owed one (1) hour at
3 their regular rate of compensation for each meal period that was not provided.

4 57. Pursuant to Labor Code section 226.7 and the applicable Wage Order, Plaintiff, the Class
5 members, and aggrieved employees are entitled to recover additional compensation for all meal periods
6 that were missed, but not paid for, during the four (4) years preceding the filing of this Complaint.

7 58. As a proximate result of the aforementioned violations, Plaintiff, the Class members, and
8 aggrieved employees have been damaged in an amount according to proof at time of trial and have
9 suffered, and continue to suffer, substantial losses related to the use and enjoyment of such monies, and
10 lost interest on such monies in seeking to compel Defendants to fully perform their obligation under state
11 law. Plaintiff, the Class members, and aggrieved employees are thus entitled to recover nominal, actual,
12 and compensatory damages in an amount according to proof at time of trial.

13 **FOURTH CAUSE OF ACTION**

14 **FAILURE TO PROVIDE REST PERIODS**

15 **CALIFORNIA LABOR CODE §226.7 AND THE APPLICABLE WAGE ORDER**

16 *(On Behalf of Plaintiff, Members of the Class, and Aggrieved Employees Against All Defendants)*

17 59. PLAINTIFF, the Class members, and aggrieved employees incorporate by reference all
18 paragraphs above, as if fully set forth herein.

19 60. California law requires that “[e]very employer shall authorize and permit all employees to
20 take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized
21 rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time
22 per four (4) hours or major fraction thereof....” Wage Order 5, §12. Employees are entitled to 10 minutes
23 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours
24 up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant*
25 *Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7. Additionally, the rest
26 period requirement “obligates employers to permit – and authorizes employees to take – off-duty rest
27 periods.” *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods
28 employers must relieve employees of all duties and relinquish control over how employees spend their

1 time. *Id.* If an employer fails to provide an employee a rest period in accordance with the applicable
2 provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's
3 regular rate of compensation for each workday that the rest period is not provided." Wage Order 5, §12;
4 Labor Code §226.7.

5 61. During the entirety of their employment, Defendants regularly denied Plaintiff, the Class
6 members, and aggrieved employees rest periods from all work duties. Defendants failed to compensate
7 Plaintiff, the Class members, and aggrieved employees for denied rest periods.

8 62. Similarly, Defendants failed to pay Plaintiff, the Class members, and aggrieved employees
9 one (1) hour of pay at their regular rate of pay for each workday they did not receive at least one legally
10 required and/or legally compliant rest periods.

11 63. Pursuant to Labor Code section 226.7 and the applicable Wage Order Defendants are liable
12 to Plaintiff, the Class members, and aggrieved employees for one (1) hour of additional pay at the regular
13 rate of compensation for each workday that Defendants did not provide all legally required and/or legally
14 compliant rest periods plus pre-judgment interest.

15 **FIFTH CAUSE OF ACTION**

16 FAILURE TO TIMELY PAY FINAL WAGES

17 LABOR CODE SECTIONS 201, 202 AND 203

18 *(On Behalf of Plaintiff, Members of the Class, and Aggrieved Employees Against All Defendants)*

19 64. PLAINTIFF, the Class members, and aggrieved employees incorporate by reference all
20 paragraphs above, as if fully set forth herein.

21 65. At all relevant times, Plaintiff, the Class members, and aggrieved employees were
22 employees of Defendants covered by California Labor Code sections 201-203.

23 66. Pursuant to California Labor Code sections 201 and 202, Plaintiff, the Class members, and
24 aggrieved employees were entitled to timely payment of all wages earned and unpaid prior to separation
25 at the time of termination. Discharged employees are entitled to payment of all wages earned and unpaid
26 prior to discharge immediately upon termination.

27 67. As a derivative of her claims above, Plaintiff, the Class members, and aggrieved employees
28 allege Defendants failed to pay them all wages earned and unpaid prior to their termination, in accordance

1 with California Labor Code section 201 and 202. Specifically, Plaintiff, the Class members, and aggrieved
2 employees allege Defendants failed to pay all minimum wages due, all overtime wages due, and all meal
3 period and rest period premium wages owed them upon the termination of their employment in violation
4 of Labor Code sections 201 and 202.

5 68. Defendants' failure to pay Plaintiff, the Class members, and aggrieved employees all wages
6 earned prior to separation of employment timely in accordance with California Labor Code sections 201
7 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff, the Class members,
8 and aggrieved employees prior to separation of employment in accordance with California Labor Code
9 sections 201 and 202, but intentionally adopted policies or practices incompatible with the requirements
10 of California Labor Code sections 201 and 202. Defendants' practices include failing to pay at least
11 minimum wage for all time worked, overtime wages for overtime hours worked, meal period premium
12 wages, and rest period premium wages during the employment of Plaintiff, the Class members, and
13 aggrieved employees.

14 69. As a result of Defendants' conduct, Plaintiff, the Class members, and aggrieved employees
15 have suffered damages in an amount, subject to proof, to the extent she was not paid for all wages earned
16 prior to separation.

17 70. As a result of Defendants' conduct, Plaintiff, the Class members, and aggrieved employees
18 have suffered damages in an amount, subject to proof, to the extent they were not paid all continuation
19 wages owed under California Labor Code section 203.

20 71. Pursuant to either California Labor Code section 201 or 202, Plaintiff, the Class members,
21 and aggrieved employees are entitled to all wages earned prior to separation of employment that
22 Defendants did not pay them and interest thereon.

23 72. Pursuant to California Labor Code section 203, Plaintiff, the Class members, and aggrieved
24 employees are entitled to continuation of her wages, from the day her earned and unpaid wages were due
25 upon separation until paid, up to a maximum of thirty (30) days.

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1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ADEQUATE PAY STUBS**

3 **LABOR CODE SECTION 226**

4 *(On Behalf of Plaintiff, Members of the Class, and Aggrieved Employees Against All Defendants)*

5 73. PLAINTIFF, the Class members, and aggrieved employees incorporate by reference all
6 paragraphs above, as if fully set forth herein.

7 74. At all times relevant to this Complaint, Plaintiff, the Class members, and aggrieved
8 employees were hourly employees of Defendants, covered by California Labor Code section 226.

9 75. Pursuant to California Labor Code section 226, subdivision (a), Plaintiff, the Class
10 members, and aggrieved employees were entitled to receive, semimonthly or at the time of each payment
11 of wages, an itemized wage statement accurately stating the following:

12 (1) gross wages earned, (2) total hours worked by the employee, except for
13 any employee whose compensation is solely based on a salary and who is
14 exempt from payment of overtime under subdivision (a) of Section 515 or
15 any applicable order of the Industrial Welfare Commission, (3) the number
16 of piece-rate units earned and any applicable piece rate if the employee is
17 paid on a piece-rate basis, (4) all deductions, provided that all deductions
18 made on written orders of the employee may be aggregated and shown as
19 one item, (5) net wages earned, (6) the inclusive dates of the period for
20 which the employee is paid, (7) the name of the employee and his or her
21 social security number, except that by January 1, 2008, only the last four
22 digits of his or her social security number or an employee identification
23 number other than a social security number may be shown on the itemized
24 statement, (8) the name and address of the legal entity that is the employer,
25 and (9) all applicable hourly rates in effect during the pay period and the
26 corresponding number of hours worked at each hourly rate by the employee.

27 76. Plaintiff, the Class members, and aggrieved employees believe and thereon allege that
28 Defendants failed to furnish them with proper and accurate itemized written statements including but not
limited to the full and complete address of the employer, the gross wages earned, the net wages earned,
and the total hours worked.

77. Plaintiff, the Class members, and aggrieved employees allege that Defendants' failure to
furnish Plaintiff, the Class members, and aggrieved employees with proper itemized wage statements was
done knowingly and intentionally, and that they suffered injury thereby. Thus, under California Labor

Code section 226(e), Plaintiff, the Class members, and aggrieved employees are “entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurred and one hundred dollars (\$100.00) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000.00)...”

78. Plaintiff, the Class members, and aggrieved employees are also entitled to all reasonable attorney’s fees and costs of suit pursuant to Labor Code section 226(e).

SEVENTH CAUSE OF ACTION

Unfair Competition

Cal. Bus. & Prof. Code § 17200 et seq.

(On Behalf of Plaintiff, Members of the Class, and Aggrieved Employees Against All Defendants)

79. PLAINTIFF, the Class members, and aggrieved employees incorporate by reference all paragraphs above, as if fully set forth herein.

80. The unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of California Business and Professions Code section 17200. This unfair conduct includes Defendants’ use of policies, practices, and/or procedures which resulted in: failure to pay minimum wage for all hours worked, failure to pay overtime wages, failure to provide legally-required meal periods and/or pay meal period premium wages; failure to authorize or permit all legally required and compliant rest periods and/or pay rest period premium wages; failure to provide accurate wage and hour statements; and failure to timely pay all wages due upon separation of employment.

81. Due to their unfair and unlawful business practices in violation of the California Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to pay minimum and overtime wages, to provide compliant meal periods or pay meal period premium wages, authorize or permit all legally required and compliant rest periods or pay rest period premium wages, provide accurate wage and hour statements and timely pay all wages due upon separation of employment.

82. As a result of Defendants’ unfair competition as alleged herein, Plaintiff, the Class members, and aggrieved employees have suffered injury in fact and lost money or property, as described in more detail above.

83. Pursuant to Business and Professions Code section 17203, Plaintiff, the Class members, and aggrieved employees are entitled to restitution of all wages and other monies rightfully belonging to them that Defendants failed to pay and wrongfully retained by means of their unlawful and unfair business practices.

EIGHTH CAUSE OF ACTION

**CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004,
LABOR CODE SECTION 2698, et seq.**

(On Behalf of Plaintiff, Members of the Class, and Aggrieved Employees Against All Defendants)

84. PLAINTIFF, the Class members, and aggrieved employees incorporate by reference all paragraphs above, as if fully set forth herein.

85. During the period beginning one-year preceding the filing of notice with the LWDA, Defendants violated Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198, and IWC Wage Order 5 §§ 3, 4, 11 and 12 as alleged herein.

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

87. Plaintiff has complied with the procedures for bringing suit specified in Labor Code section 2699.3. On June 30, 2022, Plaintiff filed notice with the Labor and Workforce Development Agency ("LWDA") and on June 30, 2022, provided notice to Defendants by certified mail which provided notice of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. True and correct copies of Plaintiff's notice to the LWDA and to Defendants is hereto attached as **Exhibit 1**.

88. 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 65 days of the date of the complainant's written notice and/or Defendants may attempt to cure for certain violations. The LWDA failed to provide the parties notice within 65 days of the date of Plaintiff's letter that the LWDA intends to investigate Plaintiff's claims and/or Defendants failed to cure any of the alleged violations which could have been cured.

1 89. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks, within the one year prior
2 to the mailing of the LWDA letter, civil penalties for Defendants' violations of Labor Code 201-204, 226,
3 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, and 1198, in the following amounts:

- 4 a. For violations of Labor Code sections 201, 202, 226.7, and 1198; one
5 hundred dollars (\$100) for each employee per pay period for the initial
6 violation and two hundred dollars (\$200) for each employee per pay period
7 for each subsequent violation [penalty amounts established by Labor Code
8 section 2699(f)(2)].
- 9 b. For violations of Labor Code section 226, subd. (a), two hundred fifty
10 dollars (\$250) for each employee for each pay period for the initial
11 violation, and for each subsequent violation, one thousand dollars (\$1000)
12 for each underpaid employee for each pay period [penalty amounts
13 established by Labor Code section 226.3].
- 14 c. For violations of Labor Code section 510 and 512, fifty dollars (\$50) for
15 each employee for each pay period for the initial violation, and for each
16 subsequent violation, one hundred dollars (\$100) for each underpaid
17 employee for each pay period [penalty amounts established by Labor Code
18 section 558].
- 19 d. For violations of Labor Codes sections 1194 and 1197, one hundred dollars
20 (\$100) for each employee per pay period for the initial violation and two
21 hundred fifty dollars (\$250) for each employee per pay period for each
22 subsequent violation [penalty amounts established by Labor Code section
23 1197.1].

24 90. Pursuant to Labor Code section 2699(g), Plaintiff, the Class members, and aggrieved
25 employees is entitled to an award of reasonable attorney's fees and costs in connection with their claims
26 for civil penalties.

27 ///

28 ///

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants, as follows:

1. Certification of this action as a class action;
2. Appointment of Plaintiff as Class Representative;
3. Appointment of Plaintiff's attorneys as Class Counsel;
4. That the Defendants be found to have violated the provisions of the Labor Code and the IWC Wage Orders as to the Plaintiff and aggrieved current and former employees;
5. For compensatory damages, including, but not limited to, unpaid wages and premiums;
6. For any and all legally applicable statutory and civil penalties during the relevant statute of limitations subject to any permissible tolling, including but not limited to, that recoverable under California Labor Code, including but not limited to sections 203, 226, 226.3, 558, 1197.1, and 2699(f).
7. For liquidated damages, including but not limited to under California Labor Code 1194.2;
8. For interest pursuant to all applicable statutes;
9. For all damages available pursuant to all applicable sections of the Labor Code;
10. For restitution and/or disgorgement pursuant to Business & Professions Code §§ 17200, et seq.;
11. For reasonable attorney fees and costs pursuant to all applicable statutes;
12. For such other and further relief as the Court deems proper.

Dated: September 7, 2022

JAURIGUE LAW GROUP

Sean Shahabi

Michael J. Jaurigue
S. Sean Shahabi

Attorneys for Plaintiff
LETICIA CORNELL

1 ***DEMAND FOR JURY TRIAL***

2 Plaintiff requests a trial by jury as to all causes of action.

3
4 Dated: September 7, 2022

JAURIGUE LAW GROUP

5
6 *Sean Shahabi*

7 _____
Michael J. Jaurigue
S. Sean Shahabi

8
9 *Attorneys for Plaintiff*
LETICIA CORNELL

Exhibit 1



300 W. Glenoaks Boulevard, Suite 300, Glendale, California 91202
Tel (818) 630-7280 | Fax (888) 879-1697 | www.jlglawyers.com

June 30, 2022

SENT VIA ELECTRONIC SUBMISSION ONLY:

Labor & Workforce Development Agency
800 Capitol Mall
Suite 5000 MIC-55
Sacramento, CA 95814

SENT VIA CERTIFIED MAIL ONLY:

Fleming & Barnes, Inc.
PO Box 4446
Palos Verdes Peninsula, CA 90274

Fleming & Barnes, Inc.
Attention: Maggie Bucio, HR
23860 Hawthorne Boulevard, Ste 200
Torrance, CA 90505

Dimondale Adolescent Care Facility
PO Box 4446
Palos Verdes Peninsula, CA 90274

Dimondale Adolescent Care Facility
Attention: Maggie Bucio, HR
23860 Hawthorne Boulevard, Ste 200
Torrance, CA 90505

Fleming & Barnes, Inc. dba Dimondale
Adolescent Care Facility
PO Box 4446
Palos Verdes Peninsula, CA 90274

Fleming & Barnes, Inc. dba Dimondale
Adolescent Care Facility
Attention: Maggie Bucio, HR
23860 Hawthorne Boulevard, Ste 200
Torrance, CA 90505

Re: **Notice of Violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 510, 512, 558, 558.1; and Pursuant to the California Private Attorneys General Act ("PAGA")**

Dear Sir and/or Madam:

This office has been retained to represent Leticia Cornell ("Ms. Cornell" or "Plaintiff"), on behalf of herself and all others similarly situated, with respect to matters arising out of her employment with Fleming & Barnes, Inc., Dimondale Adolescent Care Facility and Fleming &

Barnes, Inc. dba Dimondale Adolescent Care Facility (hereinafter “Defendants”) in the State of California.

The purpose of this letter is to comply with the statutory exhaustion requirements of California Labor Code § 2699.3 prior to commencing an action pursuant to the Private Attorneys General Act of 2004 (“PAGA”), pursuant to California Labor Code §§ 2698 and 2699, *et seq.* Plaintiff, on behalf of herself and all similarly situated aggrieved employees, intends to file a complaint in the California Superior Court seeking unpaid regular and overtime wages, unpaid meal and rest premiums, continuing wages, interest, penalties, attorneys’ fees, costs of suit, and any and all other relief available under California law, including but not limited to the PAGA. As noted above, this letter is being copied via Certified Mail to the Defendants via its agent for service of process and/or principal address for business operations.¹

Based on the below summary of the facts and legal theories upon which Plaintiff bases her claims, Plaintiff requests that the Defendants regard this Notice as written notice pursuant to Labor Code § 2699.3 of her intent to seek civil penalties against the Defendants.

Plaintiff and the Aggrieved Employees

At all relevant times, Plaintiff was a non-exempt employee of Defendants. Plaintiff was most recently employed by Defendants. Plaintiff’s employment for Defendants was from approximately September 2018, until approximately July 5, 2021.

At all relevant times, Plaintiff was an “aggrieved employee” under the PAGA. *See* Cal. Lab. Code § 2699(c) (defining an “aggrieved employee” as “any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.”) Plaintiff is seeking recovery for the Labor Code violations set forth herein on behalf of herself and other current and former employees, including but not limited to other aggrieved employees who were non-exempt and employed by Defendants in the State of California within one year of the filing of this Notice and who were subject to the Labor Code violations.

Labor Code and IWC Wage Order Violations

Failure to Provide Meal Periods or Pay Meal Period Premiums:

Under California law, employees are entitled to an uninterrupted, duty-free 30-minute meal period, when an employee works more than five hours in a workday. Cal. Lab. Code §§ 226.7, 512; IWC Wage Order No. 5-2001(11)(A) (“Wage Order 5”). An employee’s first meal period must commence no later than the end of his/her fifth hour of work. *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1041 (“*Brinker*”). An employer must also provide a second 30-minute meal period for an employee working more than ten hours in a workday, to commence no later than the end of his/her tenth hour of work. Cal. Lab. Code §§ 226.7, 512;

¹ To the extent that any of the entities and/or persons receiving a copy of this letter are represented by counsel, please direct any and all inquiries regarding this matter to your attorney. This notice is only being sent to you for purposes of satisfying the administrative exhaustion requirements of the California Labor Code. Please direct any and all communication to this office, and do not communicate with Plaintiffs directly.

Brinker, 53 Cal. 4th at 1049. An employer who fails to provide a compliant meal period must pay the employee one additional hour of work at the employee's regular rate of pay. Cal. Lab. Code §§ 226.7, 512; Wage Order 5. On a myriad of occasions during the relevant period, Plaintiff and other aggrieved employees were not authorized or permitted to take proper uninterrupted, duty-free 30-minute meal periods at the required time. On all such occasions, Defendants also failed to pay meal period premiums in accordance with state law. Upon information and belief, Defendants has adopted a uniform meal period policy and company practices that violate the California Labor Code and applicable Wage Orders to cheat their workers and maximize their own profits. The aforementioned conduct results in violations of Labor Code §§ 226.7 & 512 and Wage Order 5-2001(11)(A) & (B).

These violations subject Defendants to civil penalties under Labor Code §§ 558 & 2699 and Wage Order 5. Each violation results in a separate civil penalty for each aggrieved employee for each pay period during the relevant time period. Cal. Lab. Code § 2699(f). An employer is also liable for costs and attorneys' fees. Cal. Lab. Code § 2699(g). Failure to Provide Rest Periods or Pay Rest Period Premiums: Under California law, employees are entitled to a 10-minute rest period for every 4 hours worked. Cal. Lab. Code §§ 226.7, 512; Wage Order 5. Employees must be entitled to take 10 minutes' rest for shifts from 3.5 to 6 hours; 20 minutes for shifts of more than 6 hours up to 10 hours; 30 minutes for shifts of more than 10 hours up to 14 hours; and so on. *Brinker*, 53 Cal. 4th at 1029. An employer who fails to provide compliant rest periods must pay the employee one additional hour of work at the employee's regular rate of pay. Cal. Labor Code §§ 226.7, 512; Wage Order 5-2001(12)(B).

The aforementioned conduct results in violations of Labor Code §§ 226.7 & 512 and IWC Wage Order 5-2001(12)(A) and (B). These violations subject Defendants to civil penalties under Labor Code §§ 558 and 2699 and Wage Order 5. Each violation results in a separate civil penalty for each aggrieved employee for each pay period during the relevant time period. Cal. Lab. Code § 2699(f). An employer is also liable for costs and attorneys' fees. Cal. Lab. Code § 2699(g).

Labor Code Overtime Violations

Under the California law, an employer must pay overtime for work "in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek." The employer must compensate the employee, "at the rate of no less than one and one-half times the regular rate of pay for an employee." "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee." Labor Code §510. On a myriad of occasions during the relevant period, Plaintiff and other aggrieved employees were not paid for all hours worked beyond an 8-hour workday and beyond 40 hours per week. Defendants failed to pay Plaintiff and other aggrieved employees at their overtime rate. Defendants instead paid Plaintiff and other aggrieved employees at their regular hourly rate. On all such occasions, Defendants failed to pay their employees in accordance with state law. On information and belief, Defendants has adopted a uniform overtime policy and company practices that violate the California Labor Code. The aforementioned conduct results in violations of Labor Code §510.

Failure to Pay Minimum Wage for All Hours of Work

Under California law, an employee is entitled to receive wages for all hours worked, i.e.,

all time the employee is subject to the employer's control, and those wages must be paid at least at the minimum wage rate in effect during the time the employee earned the wages. Defendants' policies, practices, and/or procedures required Plaintiff and other aggrieved employees to work without being paid wages for all of the time in which they were subject to Defendants' control.

Plaintiff and other aggrieved employees were on occasion required to work past their scheduled end times, but were often not paid for any time worked past their scheduled end times. Additionally, Plaintiff and other aggrieved employees worked more minutes per shift because they often could not access the single computer that all employees were required to clock in on. Plaintiff and other aggrieved employees would often have to come back to clock in 10 minutes after they had begun work and report this missing time to their supervisor, but their timecards were not corrected.

Consequently, Plaintiff and other aggrieved employees were subject to Defendants' control without being compensated any wages, in violation of Labor Code §§ 1182.12, 1194, 1197, and the Wage Order. Pursuant to California Labor Code §§ 1194 and 1194.2, Plaintiff is entitled to recover unpaid minimum wages and interest thereon, attorneys' fees, and costs.

Failure to Pay All Wages Due

Employers must pay all earned wages to non-exempt employees by no later than the payday for the next regular payroll period. Cal. Lab. Code § 204(b). Defendants violated this section by failing to pay Plaintiff and aggrieved employees their meal and rest period premiums, minimum wages, and overtime wages, as discussed herein. These violations subject Defendants to civil penalties under Labor Code §§ 210 and 2699. *Each violation results in a separate civil penalty for each aggrieved employee for each pay period during the relevant time period.* Cal. Lab. Code §§ 210, 2699(f). An employer is also liable for costs and attorneys' fees. Cal. Lab. Code § 2699(g).

Failure to Pay All Wages Due Upon Termination

Employers must pay all wages due immediately upon termination. Cal. Lab. Code §§ 201-202. Employers that fail in this obligation are liable for penalties amounting to the employee's regular rate of pay for up to 30 days. Cal. Lab. Code § 203. Defendants violated this section by failing to pay Plaintiff and aggrieved employees their agreed upon wages, as discussed herein. These violations subject Defendants to civil penalties under Labor Code §§ 203 and 2699. *Each violation results in a separate civil penalty for each aggrieved employee for each pay period during the relevant time period.* Cal. Lab. Code § 2699(f). An employer is also liable for costs and attorneys' fees. Cal. Lab. Code § 2699(g).

Conclusion

This Notice is provided pursuant to Labor Code § 2699.3 and hereby provides Defendants an opportunity to investigate the claims and/or take any action it deems appropriate. We respectfully request a timely response as to the Defendants' decision(s), as required by Labor Code § 2699.3. If Defendants elect not to take any action, Plaintiff intends to file a complaint on behalf of herself and all similarly situated aggrieved employees in California Superior Court seeking

unpaid minimum and overtime wages, unpaid meal and rest premiums, interest, penalties, attorneys' fees, costs, and any other relief available under California law.

If you have any questions, please contact me at the mailing address, telephone number, and/or email address provided above. Thank you for your attention to this matter.

Sincerely,

Barbara DuVan-Clarke

Barbara DuVan-Clarke, Esq.