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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

OCT 27 2022

BY 
Rylee Grant DEPUTY

7 Attorneys for Plaintiff RENE RAYGOZA,
8 on behalf of himself and current and former aggrieved employees

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN BERNARDINO**

11 RENE RAYGOZA, on behalf of himself and
12 other aggrieved employees,

13 Plaintiff,

14 vs.

15 RAVEN INDUSTRIES, INC.; RAVEN
16 ENGINEERED FILMS, INC.; and DOES 1 to
17 100, inclusive

18 Defendants.

Case No.: **CIV SB 2224819**

PAGA ACTION

**PLAINTIFF RENE RAYGOZA'S
COMPLAINT FOR:**

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

20 **COMES NOW** Plaintiff RENE RAYGOZA ("Plaintiff"), who alleges and complains
21 against Defendants RAVEN INDUSTRIES, INC.; RAVEN ENGINEERED FILMS, INC.; and
22 DOES 1 to 100, inclusive (collectively "Defendants") as follows:

23 **I. INTRODUCTION**

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

1 hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure
2 to authorize or permit all legally required and/or compliant meal periods and/or pay meal period
3 premium wages; failure to authorize or permit all legally required and/or compliant rest periods
4 and/or pay rest period premium wages; indemnification for all necessary expenditures or losses
5 incurred by employees in direct consequence of discharging their duties; statutory penalties for
6 failure to timely pay earned wages during employment; statutory penalties for failure to provide
7 accurate wage statements; statutory waiting time penalties in the form of continuation wages for
8 failure to timely pay employees all wages due upon separation of employment. Plaintiff seeks on a
9 representative basis, following notice to the Labor and Workforce Development Agency, civil
10 penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought
11 on behalf of Plaintiff, 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 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 San Bernardino County, at 330 W. Citrus Street, Colton,
21 California 92324.

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 San Bernardino from
7 approximately October 17, 2017 until his termination on or about January 20, 2021.

8 5. Plaintiff is informed and believes and thereon alleges that Defendant RAVEN
9 INDUSTRIES, INC. is authorized to do business within the State of California and is doing
10 business in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant
11 hereto were persons acting on behalf of Defendant RAVEN INDUSTRIES, INC. in the
12 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
13 Defendant RAVEN INDUSTRIES, INC. operates in San Bernardino County and employed
14 Plaintiff and putative class members in, including but not limited to, at 330 W. Citrus Street,
15 Colton, California 92324.

16 6. Plaintiff is informed and believes and thereon alleges that Defendant RAVEN
17 ENGINEERED FILMS, INC. is authorized to do business within the State of California and is
18 doing business in the State of California and/or that Defendants DOES 51-100 are, and at all times
19 relevant hereto were persons acting on behalf of Defendant RAVEN ENGINEERED FILMS,
20 INC. in the establishment of, or ratification of, the aforementioned illegal wage and hour practices
21 or policies. Defendant RAVEN ENGINEERED FILMS, INC. operates in San Bernardino County
22 and employed Plaintiff and putative class members in, including but not limited to, at 330 W.
23 Citrus Street, Colton, California 92324.

24 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
25 through 50 are corporations, or are other business entities or organizations of a nature unknown to
26 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
27 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
28 working conditions of employment of Plaintiff and aggrieved employees.

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

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

10. 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 AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS

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

(Against all Defendants by Plaintiff)

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

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

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

14. **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

1 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
2 which includes all time that an employee is under control of the employer and all time the
3 employee is suffered and permitted to work. This includes the time an employee spends, either
4 directly or indirectly, performing services which inure to the benefit of the employer.

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

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

14 (a) Failing to pay Plaintiff and other current and former aggrieved California-based
15 hourly non-exempt employees for off- spent in trainings and/or meetings while at work and on the
16 clock and including "Unpaid Time" as a category on paystubs to represent these unpaid hours;

17 (b) "Rounding" down or "shaving" Plaintiff and other current and former aggrieved
18 California-based hourly non-exempt employees total daily hours at the time of their clock-in and
19 clock-out to the nearest one-tenth of an hour, to the benefit of Defendants; and

20 (c) "Rounding" down or "shaving" Plaintiff and other current and former aggrieved
21 California-based hourly non-exempt employees total daily hours at the time of their clock-in and
22 clock-out to the nearest one-tenth of an hour for meal breaks.

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

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

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

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

18 Labor Code section 510.

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

22 (a) Failing to pay Plaintiff and other current and former aggrieved California-based
23 hourly non-exempt employees for off- spent in trainings and/or meetings while at work and on
24 the clock and including "Unpaid Time" as a category on paystubs to represent these unpaid
25 hours;

26 (b) "Rounding" down or "shaving" Plaintiff and other current and former aggrieved
27 California-based hourly non-exempt employees total daily hours at the time of their clock-in and
28 clock-out to the nearest one-tenth of an hour, to the benefit of Defendants; and

 (c) "Rounding" down or "shaving" Plaintiff and other current and former aggrieved
California-based hourly non-exempt employees total daily hours at the time of their clock-in and
clock-out to the nearest one-tenth of an hour for meal breaks.

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

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

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

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

28 25. In this case, Defendants failed to authorize or permit legally required and compliant

1 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
2 exempt employees due to Defendants' policies, practices, and/or procedures, including but not
3 limited to:

4 (a) "Rounding" down or "shaving" Plaintiff and other current and former aggrieved
5 California-based hourly non-exempt employees total daily hours at the time of their clock-in and
6 clock-out to the nearest one-tenth of an hour for meal breaks, which lead to shortened meal breaks
7 for less than the required thirty (30) minutes;

8 (b) Failing to provide timely meal breaks to Plaintiff and other current and former
9 aggrieved California-based hourly non-exempt employees because Defendants did not allow
10 employees to take meal break until there was a stop in the manufacturing process; and

11 (c) Failing to permit Plaintiff and other current and former aggrieved California-based
12 hourly non-exempt employees a second uninterrupted duty-free meal period of no less than 30
13 minutes for each five-hour period of work as required by law.

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

20 27. 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 during which Defendants did not provide them
23 with meal periods in compliance with California law.

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

28 29. California law requires every employer to authorize and permit an employee a rest

1 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
2 Code section 226.7; Wage Order 1 at §12. Under California law, “[e]mployees are entitled to 10
3 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more
4 than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so
5 on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code
6 section 226.7; Wage Order 1 at §12. Rest periods, insofar as practicable, shall be in the middle of
7 each work period. Wage Order 1 at §12. Additionally, the rest period requirement “obligates
8 employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM*
9 *Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must
10 relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

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

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

19 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
20 hourly non-exempt employees a rest break for every four hours worked or a major fraction
21 thereof; and instead, Defendants provided employees with only one (1), fifteen (15) minute rest
22 break per workday.

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

28 33. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff

1 and other current and former aggrieved California-based hourly non-exempt employees not
2 receiving wages to compensate them for workdays in which Defendants did not provide them with
3 rest periods in compliance with California law.

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

7 35. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**
8 **Employment:** California law requires that every employer must indemnify its employees for all
9 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at
10 the obedience of the directions of the employer. Moreover, an employer is prohibited from passing
11 the ordinary business expenses and losses of the employer onto the employee. (Lab. Code, §
12 2802.)

13 36. Defendants have violated Labor Code Section 2802 by failing to indemnify
14 Plaintiff and other current and former aggrieved California-based non-exempt hourly employees'
15 necessary expenditures they incurred in the discharge of their duties. Specifically, Defendants
16 employed a policies, practices, and/or procedures included, but were not limited to:

17 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
18 non-exempt employees to use or purchase their own tools in order to work for Defendants,
19 including but not limited to their own personal cell phone (including both telephone use and
20 cellular data use) for work-related purposes - without reimbursing Plaintiff and other current and
21 former aggrieved California-based hourly non-exempt employees for such use.

22 37. Moreover, Defendants employed policies and procedures which ensured Plaintiff
23 and aggrieved employees would not receive indemnification for their employment related
24 expenses. This practice resulted in Plaintiff and aggrieved employees not receiving such
25 indemnification in compliance with California law.

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

1 39. **Failure to timely pay earned wages during employment:** In California, wages
2 must be paid at least twice during each calendar month on days designated in advance by the
3 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
4 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
5 16th and the 26th day of that month and wages earned between the 16th and the last day,
6 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
7 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
8 paid within seven (7) calendar days following the close of the payroll period in which wages were
9 earned. Labor Code section 204(d).

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

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

1 the corresponding number of hours worked at each hourly rate by the employee.”

2 42. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
3 and other current and former aggrieved California-based hourly non-exempt employees all wages
4 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest
5 period premium wages) rendered Plaintiff’s and other current and former aggrieved California-
6 based hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code
7 section 226.

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

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

17 45. Defendants’ violations of Wage Order 1 constituted violations of Labor Code
18 section 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

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

23 47. Plaintiff has complied with the procedures for bringing suit specified in Labor
24 Code section 2699.3. On June 6, 2022, Plaintiff filed a PAGA Claim Notice with the LWDA and
25 provided notice to Defendants by certified mail which provided notice of the specific provisions of
26 the Labor Code alleged to have been violated, including the facts and theories to support the
27 violations alleged.

28 48. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by

1 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
2 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
3 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
4 to investigate Plaintiff's claims.

5 49. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
6 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226, 226.7, 510,
7 512, 1194, 1197, 1198, and 2802, beginning one (1) year preceding Plaintiff sending the initial
8 PAGA Claim Notice to the LWDA to the present, in the following amounts:

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

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

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

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

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

27 **PRAYER FOR RELIEF**

28 **WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF AND ON OTHER**

1 **AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:**

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

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

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

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

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

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13 Dated: October 26, 2022

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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By:



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Joseph Lavi, Esq.

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Vincent C. Granberry, Esq.

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Danielle Montero, Esq.

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Attorneys for Plaintiff

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RENE RAYGOZA,

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on behalf of himself and current and former
aggrieved employees

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