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on behalf of herself and current and former aggrieved employees

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County of Santa Clara
25CV463797
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

25CV463797

VIKTORIYA V. PANASYUK, on behalf of
herself and current and former aggrieved
employees

Plaintiff,

vs.

SAMARITAN, LLC; and DOES 1 to 100,
inclusive,

Defendants.

Case No.:

PAGA ACTION

**PLAINTIFF VIKTORIYA V.
PANASYUK'S COMPLAINT FOR:**

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

COMES NOW Plaintiff VIKTORIYA V. PANASYUK ("Plaintiff"), who alleges and
complains against Defendants SAMARITAN, LLC; 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, herself
and other current and former aggrieved employees of Defendants who worked as hourly non-exempt
employees in California during the relevant time period seeking civil penalties associated with
Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all hours
worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to

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

13 **II. JURISDICTION AND VENUE**

14 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
15 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
16 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
17 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
18 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
19 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
20 aggrieved California-based hourly non-exempt employees occurred in locations throughout
21 California, including but not limited to Santa Clara County, at 2425 Samaritan Drive, San Jose, CA
22 95124.

23 **III. PARTIES**

24 1. Plaintiff brings this action as a representative of the Labor and Workforce
25 Development Agency on behalf of herself and other current and former employees subject to
26 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
27 filed include current, former and/or future employees of Defendants who work, worked, or will work
28 for Defendants as direct employees as well as temporary employees employed through temp

1 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
2 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
3 Defendants in an hourly position at Defendants' location in Santa Clara County from in or around
4 January 27, 2020, until on or about currently.

5 2. Plaintiff is informed and believes and thereon alleges that Defendant SAMARITAN,
6 LLC is authorized to do business within the State of California and is doing business in the State of
7 California and/or that Defendants DOES 1-50 are, and at all times relevant hereto were persons
8 acting on behalf of Defendant SAMARITAN, LLC in the establishment of, or ratification of, the
9 aforementioned illegal wage and hour practices or policies. Defendant SAMARITAN, LLC operates
10 in Santa Clara County and employed Plaintiff and aggrieved employees in Santa Clara County,
11 including but not limited to, at 2425 Samaritan Drive, San Jose, CA 95124.

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, 2802, 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) On occasion, Defendants failed to pay Plaintiff and other current and former
3 aggrieved California-based hourly non-exempt employees for all hours submitted for work
4 completed off the clock to complete education at home.

5 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
6 non-exempt employees to remain on-duty during their off-the-clock meal breaks due to Defendants'
7 requirement that Plaintiff and other current and former aggrieved California-based hourly non-
8 exempt employees keep their work phone on them and monitored at all times during their shift
9 including during off the clock meal breaks so they can be contacted by Defendants at any time
10 during their shift.

11 (c) During the COVID-19 pandemic, requiring Plaintiff and other current and former
12 aggrieved California-based hourly non-exempt employees to undergo off-the-clock temperature
13 checks and medical questionnaires prior to being permitted to clock-in for their start shift and/or for
14 the end of their meal breaks.

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

21 14. Employee is further informed and believes, and based thereon alleges, that
22 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.
23 Employer would further be liable for civil penalties pursuant to Labor Code section
24 2699(f)(2)(B)(ii).

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

1 shifts of more than ten (10) hours in length.

2 16. California law requires an employer to authorize or permit an employee an
3 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
4 all duties and the employer relinquishes control over the employee's activities prior to the
5 employee's sixth hour of work. Labor Code sections 226.7, 512, and 1198; Wage Order 4 at §11;
6 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ
7 an employee for a work period of more than ten (10) hours per day without providing the employee
8 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
9 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
10 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
11 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
12 of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

13 17. If an employer fails to provide an employee a meal period in accordance with the
14 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
15 for each workday that a legally required and compliant meal period was not provided. Labor Code
16 sections 226.7 and 1198; Wage Order 4 at §11.

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

21 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
22 hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes
23 for every five hours worked due to chronic understaffing.

24 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
25 non-exempt employees to remain on-duty during their off-the-clock meal breaks due to
26 Defendants' requirement that Plaintiff and other current and former aggrieved California-based
27 hourly non-exempt employees keep their work phone on them and monitored at all times during
28 their shift including during off the clock meal breaks so they can be contacted by Defendants at

any time during their shift.

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

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

21. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

1 duties and relinquish control over how employees spend their time. *Id.*

2 24. If the employer fails to authorize or permit a required rest period, the employer must
3 pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the
4 employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage
5 Order 4 at § 12.

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

10 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
11 hourly non-exempt employees with net ten (10) minute rest breaks for every four (4) hours worked
12 or major fraction thereof due to chronic understaffing.

13 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
14 non-exempt employees to remain on-duty during their rest breaks due to Defendants' requirement
15 that Plaintiff and other current and former aggrieved California-based hourly non-exempt
16 employees keep their work phone on them and monitored at all times during their shift including
17 during rest breaks so they can be contacted by Defendants at any time during their shift.

18 26. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
19 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
20 hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday
21 they did not receive legally required and compliant rest periods, in violation of Labor Code section
22 226.7.

23 27. 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 in which Defendants did not provide them with rest periods
26 in compliance with California law.

27 28. Employee is further informed and believes, and based thereon alleges, that
28 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.

1 Employer would further be liable for civil penalties pursuant to Labor Code section
2 2699(f)(2)(B)(ii).

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

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

12 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
13 non-exempt employees to use or purchase their own tools and/or resources in order to work for
14 Defendants, including but not limited to personal cell phone usage for work-related purposes -
15 without reimbursing Plaintiff and other current and former aggrieved California-based hourly non-
16 exempt employees for such use.

17 31. Moreover, Defendants employed policies and procedures which ensured Plaintiff and
18 aggrieved employees would not receive indemnification for their employment related expenses.
19 This practice resulted in Plaintiff and aggrieved employees not receiving such indemnification in
20 compliance with California law.

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

24 33. Employee is further informed and believes, and based thereon alleges, that
25 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.
26 Employer would further be liable for civil penalties pursuant to Labor Code section
27 2699(f)(2)(B)(ii).

28 ///

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

4 35. Labor Code section 246, subdivision (a), states in relevant part “[a]n employee
5 who...works in California for the same employer for 30 or more days within a year from the
6 commencement of employment is entitled to paid sick days.” Additionally, an employee accrues
7 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked, beginning
8 at the commencement of employment. Labor Code section 246(b).

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

16 37. In this case, Plaintiff alleges that when she and other current and former aggrieved
17 California-based hourly non-exempt employees elected to use paid sick time, Defendants failed to
18 pay them sick time wages at the proper sick time rate of pay due to Defendants’ failure to include
19 all remuneration when calculating the sick time rate of pay. Specifically, Defendants maintained a
20 policy, practice, and/or procedure of failing to include all remuneration including but not limited to
21 differential shift pay and holiday differential pay for example, when calculating Plaintiff and other
22 current and former aggrieved California-based hourly non-exempt employees’ regular rate of pay
23 for the purpose of paying sick time.

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

27 39. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
28 Employer would further be liable for civil penalties pursuant to Labor Code section

1 2699(f)(2)(B)(ii).

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

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

18 42. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
19 Employer would further be liable for civil penalties pursuant to Labor Code section
20 2699(f)(2)(B)(ii).

21 43. **Secret payment of lower wages than designated by statute:** Labor Code section
22 223 provides that, where any statute or contract requires an employer to maintain the designated
23 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
24 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
25 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
26 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
27 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
28 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while

1 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

2 44. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
3 Employer would further be liable for civil penalties pursuant to Labor Code section
4 2699(f)(2)(B)(ii).

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

18 46. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
19 and other current and former aggrieved California-based hourly non-exempt employees all wages
20 earned (including minimum wages, meal period premium wages, and/or rest period premium wages)
21 rendered Plaintiff’s and other current and former aggrieved California-based hourly non-exempt
22 employees’ wage statements inaccurate, in violation of Labor Code section 226(a)(1, 2, 5 & 9).

23 47. Plaintiff believes these failures were willful and intentional.

24 48. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
25 Employer would further be liable for civil penalties pursuant to Labor Code section
26 2699(f)(2)(B)(ii).

27 49. **Failure to pay employees all wages due at time of termination/resignation:** An
28 employer is required to pay all unpaid wages timely after an employee’s employment ends. The

1 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
2 hours of resignation (Labor Code section 202).

3 50. As a derivative of Plaintiff's allegations above, because Defendants failed to pay
4 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all
5 their earned wages (including minimum wages, meal period premium wages, and/or rest period
6 premium wages), Defendants failed to pay those employees timely after each employee's
7 termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

8 51. Plaintiff believes these failures were willful and intentional.

9 52. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
10 Employer would further be liable for civil penalties pursuant to Labor Code section
11 2699(f)(2)(B)(ii).

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

16 54. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
17 section 2699.3. On February 10, 2025, Plaintiff filed a PAGA Claim Notice with the LWDA and
18 provided notice to Defendants by certified mail which provided notice of the specific provisions of
19 the Labor Code alleged to have been violated, including the facts and theories to support the
20 violations alleged.

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

26 56. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
27 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
28 246, 512, and 1194, During Plaintiff's employment and continuing through the present, preceding

1 Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following
2 amounts:

3 a. For violations of Labor Code sections 201, 202, 203, 226(a), 226.7, and 2802;
4 one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
5 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
6 violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

11 c. For violations of Labor Code section 512, fifty dollars (\$50) for each
12 employee for each pay period for the initial violation, and for each subsequent violation, one
13 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
14 established by Labor Code section 558].

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

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

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

27 ///

28 ///

PRAYER FOR RELIEF

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

ON THE FIRST CAUSE OF ACTION:

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

2. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling, including but not limited to those recoverable under the California Labor Code, including but not limited to 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: April 17, 2025

Respectfully submitted,

LAVI & EBRAHIMIAN, LLP



By:

Joseph Lavi, Esq.
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Attorneys for Plaintiff
VIKTORIYA V. PANASYUK,
on behalf of herself and current and former aggrieved employees