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DARNELL PAYNE on behalf of
himself, all aggrieved employees, and the State
of California as a Private Attorneys General

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

DARNELL PAYNE, an individual, on behalf
of himself, all aggrieved employees, and the
State of California as a Private Attorneys
General,

Plaintiff,

vs.

FOUR SEASON TRAVEL INC, a California
Corporation, and DOES 1-50, inclusive,

Defendant.

Case No.: **25STCV11021**

REPRESENTATIVE ACTION

**Violation of the Private Attorneys General
Act of 2004, Cal. Labor Code §2698 *et seq.***

Plaintiff DARNELL PAYNE brings this PAGA representative action complaint on behalf
of himself, all aggrieved employees, and the State of California as a Private Attorneys General,
and alleges as follows:

1 **NATURE OF THE ACTION**

2 1. Plaintiff DARNELL PAYNE worked as an hourly, nonexempt employee for Defendant
3 FOUR SEASON TRAVEL INC and Does 1-50 (“Defendant”).

4 2. Plaintiff DARNELL PAYNE worked for Defendant as a Driver in Van Nuys, CA, for
5 about a year, until his separation from employment January 15, 2025. Plaintiff brings this action
6 pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code §2698 *et seq.*,
7 on a representative basis. All current and former hourly, nonexempt employees of Defendant
8 within one year of serving notice on the LWDA to the present are aggrieved employees.

9 3. Defendant failed to comply with California Labor Code requirements due to erroneous,
10 willful and intentional employment practices and policies. Plaintiff brings this representative
11 action on behalf of himself, all other similarly situated aggrieved employees, and the State of
12 California, based upon the claims articulated below. Plaintiff provided notice of his claims
13 pursuant to §2698 *et seq.*, to the Labor and Workforce and Development Agency (“LWDA”) as
14 illustrated by the attached Exhibit, the content of which is expressly incorporated herein. The
15 LWDA has not provided any notice to Plaintiff following the exhaustion of the 65-day notice
16 period required by 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint for civil
17 penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.*

18 4. Defendant has had a consistent policy and/or practice of: (1) failing to comply with
19 California Law concerning payment of lawful wage for all hours worked, including overtime hours
20 worked; (2) failing to properly calculate overtime rate – failing to pay overtime wages; (3) failing
21 to properly calculate and pay sick leave wages – regular rate; (4) failing to pay all wages owed
22 twice per month (5) failing to pay minimum wage; (6) failing to pay wages due upon termination;
23 (7) failing to permit compliant meal periods; (8) failing to provide rest breaks; and (9) failing to
24 provide accurate itemized wage statements.. Defendant is therefore liable for civil penalties under
25 the Cal. Labor Code, including the Private Attorney General Act (“PAGA”), Labor Code §2698
26 *et seq.*, as described more fully herein.
27
28

1 **THE PARTIES**

2 5. Plaintiff DARNELL PAYNE is a resident of the State of California and worked for
3 Defendant until January 15, 2025.

4 6. Defendant FOUR SEASON TRAVEL INC is a California corporation authorized to do
5 business and doing business in California with the capacity to sue and to be sued, and doing
6 business, in the county of Los Angeles State of California.

7 7. Plaintiff is unaware of the true names, capacities, relationships, and extent of
8 participation in the conduct alleged herein, of the Defendant sued as DOES 1 through 50, but is
9 informed and believes and thereon alleges that said Defendant is legally responsible for the
10 wrongful conduct alleged herein and therefore sues Defendant by such fictitious names, Plaintiff
11 will amend this complaint when their true names and capabilities are ascertained.

12 8. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
13 indirectly, or through agents or other persons, employed Plaintiff and other aggrieved employees
14 of the representative class, and exercised control over their wages, hours, and working conditions.
15 Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects
16 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
17 plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable
18 to the other Defendants.

19 **JURISDICTION AND VENUE**

20 9. Venue is proper in this judicial district because each Defendant conducts business in this
21 county and each Defendant has legal obligations to Plaintiff and many of the aggrieved employees
22 in this case that arose in this county.

23 10. The statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of
24 the Superior Court and will be established according to proof at trial. Based on information,
25 investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for
26 monetary damages, penalties and attorney's fees is more than thirty-five thousand dollars
27 (\$35,000).
28

1 11. The California Superior Court has jurisdiction in this matter because Plaintiff is a
2 resident of California and Defendant is qualified to do business in California and regularly conduct
3 business in California. Further, there is no federal question at issue as the claims herein are based
4 solely on California law.

5 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

6 12. During the relevant time period, Defendant committed various violations of the
7 California Labor Code as alleged below in more detail. Defendant enforces multiple policies that
8 violate state law, which are intended to increase profits to the detriment of aggrieved employees.

9 13. This representative action represents over one hundred current and former aggrieved
10 employees.

11 14. For at least one (1) year prior to the date of service notice on the LWDA, and continuing
12 to the present, Defendant engaged in unlawful employment practices that resulted in violations of
13 numerous Labor Code sections, as set forth more fully below.

14 15. Plaintiff and all current and former hourly, nonexempt employees within one year of
15 filing this action to the present are aggrieved employees within the meaning of Labor Code 2699,
16 *et seq.* (See Labor code §2699(c).)

17 16. Defendant, and each of them, have committed the following violations of the California
18 Labor Code:

19 **Failure to Pay For All Hours Worked, Including Overtime Hours Worked**

20 (Cal. Labor Code §§00, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 511, 558, 1194,
21 1197, 1197.1, 1198, 2698 *et seq.*, Wage Order 5)

22 17. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
23 incorporate said paragraphs herein by reference.

24 18. Plaintiff and aggrieved employees are not paid all overtime pay owed as a result of
25 extensive off-the-clock work. For example, Plaintiff and aggrieved employees are often required
26 to clean the bus, fuel the bus, and add DEF fluid (an additive that reduces harmful emissions from
27 diesel engines) which takes well over an hour. However, instead of paying employees for actual
28 time spent working, Defendant instead pays one hour. This hour of pay is paid at the base rate

1 regardless of whether it should have been paid at the employee's overtime rate based on the hours
2 worked that day/week.

3 19. Unpaid Wages - Rounding. Defendant rounds Plaintiff and aggrieved employee
4 timecards in a manner that favors Defendant. Indeed, with Defendant's strict policies against
5 arriving to work late, as well as against returning from meal periods late, Plaintiff and aggrieved
6 employees clock in before their start time and this consistently benefited Defendant. However,
7 Plaintiff's wage statements consistently show hours rounded down.

8 20. Work Performed During Unpaid Meal Periods. As more fully set forth below,
9 Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of "not less
10 than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and
11 512.

12 21. As detailed below, Plaintiff and aggrieved employees frequently missed meal periods.
13 When they were able to take meal periods, they were not permitted to leave the company vehicle
14 and thus under the control of the employer and should have received compensation for this time.

15 22. Defendant's conduct described herein violates Labor Code §§ 200, 223, 226, 500, 1197
16 and 1198, and the Applicable Wage Orders. Therefore, pursuant to Labor Code §§ 203, 218.5,
17 226, 558, 1194 and 1194.2, Plaintiff and other Aggrieved Employees are entitled to recover
18 damages for the nonpayment of wages of all their worked hours in addition to penalties, attorneys'
19 fees, expenses, and costs of suit. As a result of these ongoing violations, Defendant is liable for,
20 among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 et seq.

21 **Improper Calculation of Overtime Rate – Failure to Overtime Wages**

22 (Cal. Lab. Code §§218, 510 et. seq., 1194)

23 23. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
24 incorporate said paragraphs herein by reference.

25 24. Defendant pays additional compensation such as shift premiums and/or
26 nondiscretionary bonuses to its hourly, non-exempt employees. It is well established that
27 nondiscretionary bonuses retroactively increase the employee's "regular rate" of pay for purposes
28 of calculating overtime. (Labor Code §207) The "regular rate" is calculated by dividing the hours

1 worked in a week by all the compensation earned for that week. When an employee is later paid a
2 bonus that is partly due to work performed in that week, this additional pay must be added into the
3 total compensation for the week, increasing the employee's regular rate of pay. (*Marin v. Costco*
4 *Wholesale Corp.* (2008) 169 CA4th 804, 807.)

5 25. Plaintiff and aggrieved employees are paid a per diem payment of 3% of the base rate
6 of pay if they do not have accidents. For Plaintiff, this translated into a payment of \$74.99 on his
7 wage statement. However, this amount was not factored into the regular rate of pay for the purpose
8 of calculating overtime, resulting in underpaid overtime wages.

9 **Failure to Properly Calculate and Pay Sick Leave Wages – Regular Rate**

10 (Cal. Lab. Code §§246)

11 26. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
12 incorporate said paragraphs herein by reference.

13 27. Employers must calculate paid sick leave for non-exempt employees in one of two
14 ways:

15 A. Paid sick time for nonexempt employees shall be calculated in the
16 same manner as the regular rate of pay for the workweek in which the employee
17 uses paid sick time, whether or not the employee actually works overtime in
18 that workweek; [or]

19 B. Paid sick time for nonexempt employees shall be calculated by
20 dividing the employee's total wages, not including overtime premium pay, by
21 the employee's total hours worked in the full pay periods of the prior 90 days
22 of employment.

23 Labor Code § 246 (l)

24 28. Plaintiff and aggrieved employees were paid sick leave wages at their base hourly rate
25 of pay, which is less than required under either of the two alternative methods of calculation
26 provided by Labor Code section 246(l).

27 29. As detailed above, Plaintiff and aggrieved employees are paid a per diem payment of
28 3% of the base rate of pay if they do not have accidents. For Plaintiff, this translated into a payment

1 of \$74.99 on his wage statement. However, this amount was not factored into the regular rate of
2 pay for purposes of calculating sick pay.

3 **Failure to Pay All Wages Owed Twice Per Month**

4 (Cal. Labor. Code §§204, 210, and 2698)

5 30. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
6 incorporate said paragraphs herein by reference.

7 31. Defendant was required to pay Plaintiff and aggrieved employees all wages earned
8 twice during each calendar month pursuant to Labor Code §204(a).

9 32. Defendant failed to pay all wages earned to employees as a result of the unlawful
10 employment policies and practices discussed herein. As a result of these practices, employees were
11 underpaid for hours worked, including overtime and penalty wages, and this underpayment
12 resulted in a failure to pay all wages owed twice per month.

13 33. Due to these failures, Defendant is liable under Labor Code §204, 210 and 2698 et seq.
14 for failure to pay wages as required by law.

15 **Failure to Pay Minimum Wage**

16 (Cal. Labor Code §§204, 210, and 2698)

17 34. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
18 incorporate said paragraphs herein by reference.

19 35. Pursuant to Labor Code sections 1194, 1194.2, and 1197, it is unlawful for an employer
20 to suffer or permit a California employee to work without paying wages at the proper minimum
21 wage for all time worked as required by the applicable IWC Wage Order.

22 36. Defendant failed to pay Plaintiff and aggrieved employees for all hours worked as a
23 result of Defendant's practices described above. Based on Defendant's unlawful conduct described
24 above, Plaintiff and aggrieved employees have been required to work off the clock and have been
25 paid zero wages for that time, clearly resulting in failure to pay for all hours worked, including
26 overtime, in violation of Labor Code §1197, 1197.1, 1199 and the Wage Order. Defendant is liable
27 for civil penalties pursuant to Labor Code §§558 and 2699 et seq.
28

1 **Failure to Pay Wages Due Upon Termination**

2 (Cal. Labor Code §§ 201, 202, 203, 256 and 2698)

3 37. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
4 incorporate said paragraphs herein by reference.

5 38. An employee who is discharged must be paid all of his or her wages, including accrued
6 vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set
7 forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to
8 Plaintiff at the time employment terminated.

9 39. Defendant willfully failed to pay employees who are no longer employed by it all
10 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.
11 Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as
12 waiting time under the terms of §203. Moreover, Defendant is liable for civil penalties pursuant to
13 Cal. Lab. Code § 2698 *et. seq.*

14 **Failure to Permit Compliant Meal Periods**

15 (Cal. Lab. Code §§226, 226.7, 512, 558, 1198, 2699 *et seq.*)

16 40. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
17 incorporate said paragraphs herein by reference.

18 41. During Plaintiff's employment, Defendant failed to maintain a compliant meal period
19 policy and practice. Defendant failed to provide all of its hourly employees with their right to take
20 an off-duty unpaid 30-minute meal period. Labor Code §512 provides, "[a]n employer may not
21 employ an employee for a work period of more than five hours per day without providing the
22 employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o
23 employer shall require an employee to work during any meal... period mandated by an applicable
24 order of the Industrial Welfare Commission." Paragraph 11(A) of the Wage Orders provides, in
25 pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute meal period, the
26 meal period shall be considered an 'on duty' meal period and counted as time worked." Labor
27 Code 1198 states that any violation of a wage order is a violation of the Labor Code.
28

1 42. Plaintiff and aggrieved employees consistently missed meal periods due to the route
2 schedules created by Defendant, which did not leave any time for employees to stop and take meal
3 breaks. Additionally, they are not permitted to leave the workplace in any way during possible
4 unpaid meal periods. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided
5 because Defendant: (1) did not account for all hours worked that were unaccounted for on their
6 timecard; (2) did not adequately inform and train employees about their rights to meal periods and
7 premium payments for non-compliant meal periods; (3) did not adequately inform and train
8 employees about when, where and how to take timely and uninterrupted thirty-minute meal
9 periods; (4) because Defendant did not staff enough people to schedule all timely and uninterrupted
10 thirty-minute meal periods; and/or (5) because management at various levels, affecting all hourly,
11 non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period
12 policy. Plaintiff and aggrieved employees were not paid a premium payment, paid as an hour's
13 wage when meal periods were not given to them in compliance with California law.

14 43. Rounding Meal Period Time Entries. Meal periods were also noncompliant because
15 Defendant rounded and thus altered time clock entries for meal periods so that they do not show a
16 meal period violation. The California Supreme Court has emphasized the importance of fully
17 compliant meal periods, holding that employers must record meal period time entries to the exact
18 minute, prohibiting rounding or shaving time for employee meal periods. (Donohue v. AMN
19 Services, LLC (2021) 11 Cal.5th 58, 67.)

20 **Failure to Rest Breaks**

21 (Cal. Lab. Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*)

22 44. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
23 incorporates said paragraphs herein by reference.

24 45. Defendant failed to maintain a compliant rest period policy and practice that provides
25 its employees with off-duty rest periods as required by California law. Plaintiff reports that
26 employees frequently missed rest periods as a result of Defendant's staffing and business practices,
27 and that rest breaks were not scheduled into daily shifts..
28

1 46. Rest periods were often either less than ten minutes, not provided, interrupted or late,
2 “on duty”, or not scheduled before and after a meal period for shifts greater than six hours, as
3 prescribed by California law because Defendant: (1) did not account for all hours worked that were
4 unaccounted for on their timecard; (2) did not adequately inform and train employees about their
5 rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately
6 inform and train employees about when, where and how to take timely and uninterrupted ten-
7 minute rest breaks; (4) because Defendant did not staff enough people to schedule all timely and
8 uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting
9 all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest
10 break policy.

11 47. Defendant did not authorize or permit all of its hourly employees to take at least a ten
12 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
13 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and Wage Order 4-2001 11(A). When
14 breaks were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant
15 violated the Wage Order, Defendant is liable under Labor Code §1198. As a result of these
16 violations, Defendant is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

17 48. Similar to meal breaks, Plaintiff and aggrieved employees frequently miss rest breaks
18 because they are not permitted to stop for a break while on track with the times set in their route
19 schedules. Additionally, they are not permitted to leave the vehicle empty, therefore they are never
20 relieved of all duties.

21 **Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping**
22 **Requirements**

23 (Cal. Labor Code §§6226, 1174, 1174.5, 2699 *et seq.*)

24 49. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
25 incorporate said paragraphs herein by reference.

26 50. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
27 wage statements to Plaintiff and the aggrieved employees in accordance with Labor Code §§ 226
28 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and

aggrieved employees, and the records maintained by Defendant, have not accurately reflected actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, and pay for meal and rest period penalty wages. Additionally, wage statements fail to provide the accurate total hours worked. This is because employees are required to work off the clock in order to clean and fuel the vehicle.

51. §226 (a) requires:

A. An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

52. Such failures caused injury to Plaintiff and others, by, among other things, impeding them from knowing the total hours worked and the amount of wages to which they are and were entitled. Defendant knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked. Defendant is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

53. Finally, Defendant has violated Labor Code §432.5 by forcing Plaintiff and aggrieved employees to sign employment-related contracts and documents that contained unlawful terms of employment.

FIRST CAUSE OF ACTION

Against Defendant for Violation of the Private Attorneys General Act (“PAGA”)

(California Labor Code §2698 *et seq.*)

54. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporate said paragraphs herein by reference.

55. Plaintiff is an “aggrieved employee” under PAGA, as she was employed by Defendant during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of himself and all other current and former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable attorneys’ fees and costs.

56. Plaintiff seeks to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

57. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor Code provisions:

- a. Failure to Pay For All Hours Worked, Including Overtime Hours Worked (Cal. Labor Code §§200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 511, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*);
- b. Improper Calculation of Overtime Rate – Failure to Pay Overtime Wages (Cal. Lab. Code §§218, 510 *et. seq.*, 1194)
- c. Failure to Properly Calculate and Pay Sick Leave Wages – Regular Rate (Cal. Labor Code §§246, 2698 *et seq.*)
- d. Failure to Pay All Wages Owed Twice Per Month (Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

- e. Failure to Pay Minimum Wage (Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)
- f. Failure to Pay Wages Due Upon Termination (Cal. Labor Code §§ 201, 202, 203, 256 and 2698)
- g. Failure to Provide Compliant Meal Periods (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2699 *et seq.*)
- h. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*)
- i. Failure to Provide Accurate Itemized Wage Statements (Cal. Labor Code §§ 226, 1174, 1174.5, 2699 *et seq.*).

58. With respect to violations of Labor Code §226(a), Labor Code §226.3 imposes a civil penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved employee for each subsequent violation of Labor Code §226(a).

59. With respect to violations of Labor Code §512, Labor Code §558 imposes a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid, and one hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period for which the employee was underpaid.

60. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

61. Plaintiff and the other current and former employees of Defendant are aggrieved employees. They were or are employed by Defendant, and each of them, and the violations alleged herein were committed against them. Plaintiff brings this action on behalf of himself and all other current and former aggrieved employees.

62. At the time of each violation, Defendant employed one or more employees.

63. As a result of the aforesaid wrongful and illegal conduct of Defendant, and each of them, Plaintiff and aggrieved employees are entitled to civil penalties in an amount to be determined at trial, pre-judgment interest, costs and attorneys' fees.

64. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and Workforce Development Agency ("LWDA") and served by certified mail upon Defendant, Plaintiff through counsel notified the LWDA and Defendant of the specific Labor Code provisions that Defendant has violated. The LWDA did not respond to Plaintiff's Notice within the statutory timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to Labor Code §2699.3, Plaintiff may now pursue their PAGA claims in this action on behalf of aggrieved employees and the State of California.

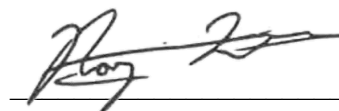
PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for judgement against Defendant as follows:

1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be determined at trial, but at least the jurisdictional amount of this Court;
2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g) and/or other applicable law;
3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable law;
4. Pre-judgement and post-judgement interest as provided by law; and
5. Such other and further relief that the Court may deem just and proper.

DATED: April 15, 2025

KOUL LAW FIRM, APC



BY: Nazo Koulloukian, Esq.
Attorneys for Plaintiff DARNELL PAYNE,
and all aggrieved employees