

1 Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
2 Jeffrey D. Klein, Esq. (SBN 297296)
Chloe J. Sykes, Esq. (SBN 349693)
3 **LAVI & EBRAHIMIAN, LLP**
8889 W. Olympic Boulevard, Suite 200
4 Beverly Hills, California 90211
Telephone: (310) 432-0000
5 Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
6 vgranberry@lelawfirm.com
jklein@lelawfirm.com
7 csykes@lelawfirm.com

8 Attorneys for Plaintiff GINA MARIE SAMARIPA,
on behalf of herself and current and former aggrieved employees

ELECTRONICALLY FILED
Superior Court of California
County of Santa Cruz
6/2/2025 5:36 PM
Clerk of the Court by Deputy,
Karen Broughton



10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SANTA CRUZ**

12 GINA MARIE SAMARIPA, on behalf of herself
13 and current and former aggrieved employees,

14 Plaintiff,

15 vs.

16 THE CAMP RECOVERY CENTERS, L.P.; and
DOES 1 to 100, inclusive,

17 Defendants.

Case No.: 25CV01738

PAGA ACTION

**PLAINTIFF GINA MARIE
SAMARIPA'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 GINA MARIE SAMARIPA ("Plaintiff"), who alleges and
21 complains against Defendants THE CAMP RECOVERY CENTERS, L.P.; and DOES 1 to 100,
22 inclusive (collectively "Defendants") as follows:

23 **I. INTRODUCTION**

24 1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
25 ("PAGA") representative action brought by Plaintiff on behalf of the State of California, herself
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 pay overtime wages at the proper overtime rate of pay; failure to authorize or permit all legally
3 required and/or compliant meal periods or pay meal period premium wages; failure to authorize
4 or permit all legally required and/or compliant rest periods or pay rest period premium wages;
5 statutory penalties for failure to timely pay earned wages during employment; statutory penalties
6 for failure to provide accurate wage statements; statutory waiting time penalties in the form of
7 continuation wages for failure to timely pay employees all wages due upon separation of
8 employment. . Plaintiff experienced these violations personally, as well as is informed and
9 believes other aggrieved employees did as well. Plaintiff seeks on a representative basis,
10 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 Cruz County, at 3192 Glen Canyon Road, Scotts
22 Valley, CA 95066.

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
28 work 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
2 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
3 employed by Defendants in an hourly position at Defendants' location in Santa Cruz County from
4 in or around January 23, 2022, until on or about January 16, 2025.

5 2. Plaintiff is informed and believes and thereon alleges that Defendant THE CAMP
6 RECOVERY CENTERS, L.P. is authorized to do business within the State of California and is
7 doing business in the State of California and/or that Defendants DOES 1-50 are, and at all times
8 relevant hereto were persons acting on behalf of Defendant THE CAMP RECOVERY CENTERS,
9 L.P. in the establishment of, or ratification of, the aforementioned illegal wage and hour practices
10 or policies. Defendant THE CAMP RECOVERY CENTERS, L.P. operates in Santa Cruz County
11 and employed Plaintiff and aggrieved employees in Santa Cruz County, including but not limited
12 to, at 3192 Glen Canyon Road, Scotts Valley, CA 95066.

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

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

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

1 complaint.

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

5 **FIRST CAUSE OF ACTION**

6 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
7 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

11 8. During Plaintiff's employment and continuing through the present, Plaintiff alleges
12 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194,
13 1197, and the applicable Wage Orders.

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

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

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

25 12. In this case, Plaintiff and other current and former aggrieved California-based
26 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
27 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
28 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum

1 wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but
2 not limited to:

3 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
4 non-exempt employees to clock out for their meal breaks and continue to work through their off-
5 the-clock meal breaks.

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

12 14. Employee is further informed and believes, and based thereon alleges, that
13 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or
14 oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section
15 2699(f)(2)(B)(ii).

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

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

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

seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

Labor Code section 510.

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

(a) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to clock out for their meal breaks and continue to work through their off-the-clock meal breaks.

18. 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).

19. The foregoing policies, practices, and/or procedures resulted in time during each workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt employees were under the control of Defendants but were not compensated. To the extent that the foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved California-based hourly non-exempt employees worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code sections 510, 1194 and 1198, and the applicable Wage Order.

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

21. California law requires an employer to authorize or permit an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the

1 employee's sixth hour of work. Labor Code sections 226.7, 512, and 1198; Wage Order 4 at §11;
2 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not
3 employ an employee for a work period of more than ten (10) hours per day without providing the
4 employee with a second such meal period of not less than thirty (30) minutes prior to the start of
5 the eleventh hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the
6 meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on
7 duty" meal period is only permitted when: (1) the nature of the work prevents an employee from
8 being relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal
9 periods.

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

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

18 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
19 hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes
20 for every five hours worked as result of on duty, missed and or interrupted meal breaks.

21 (b) Failing to provide Plaintiff and other current and former aggrieved California-based
22 hourly non-exempt employees a second uninterrupted duty-free meal period of no less than thirty
23 (30) minutes for each workday that Plaintiff and other current and former aggrieved California-
24 based hourly non-exempt employees work shifts over ten (10) hours.

25 24. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
26 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
27 based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each
28 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt

1 employees did not receive legally required and compliant meal periods, in violation of Labor Code
2 section 226.7.

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

7 26. Employee is further informed and believes, and based thereon alleges, that
8 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or
9 oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section
10 2699(f)(2)(B)(ii).

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

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

26 29. If the employer fails to authorize or permit a required rest period, the employer
27 must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday
28 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;

1 Wage Order 4 at § 12.

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

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

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

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

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

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

26 34. **Failure to timely pay earned wages during employment:** In California, wages
27 must be paid at least twice during each calendar month on days designated in advance by the
28 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages

1 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
2 16th and the 26th day of that month and wages earned between the 16th and the last day,
3 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
4 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
5 paid within seven (7) calendar days following the close of the payroll period in which wages were
6 earned. Labor Code section 204(d).

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

14 36. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
15 Employer would further be liable for civil penalties pursuant to Labor Code section
16 2699(f)(2)(B)(ii).

17 37. **Secret payment of lower wages than designated by statute:** Labor Code section
18 223 provides that, where any statute or contract requires an employer to maintain the designated
19 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
20 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including
21 by failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and
22 lawful sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7,
23 246, 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by
24 Labor Code section 1198, the Defendant secretly paid a lower wage than designated by statute
25 while purporting to pay the wages designated by statute, in violation of Labor Code section 223.

26 38. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
27 Employer would further be liable for civil penalties pursuant to Labor Code section
28 2699(f)(2)(B)(ii).

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

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

20 41. Plaintiff believes these failures were willful and intentional.

21 42. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
22 Employer would further be liable for civil penalties pursuant to Labor Code section
23 2699(f)(2)(B)(ii).

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

28 44. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay

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

5 45. Plaintiff believes these failures were willful and intentional.

6 46. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
7 Employer would further be liable for civil penalties pursuant to Labor Code section
8 2699(f)(2)(B)(ii).

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

13 48. Plaintiff has complied with the procedures for bringing suit specified in Labor
14 Code section 2699.3. On March 28, 2025, Plaintiff filed a PAGA Claim Notice with the LWDA
15 and provided notice to Defendants by certified mail which provided notice of the specific
16 provisions of the Labor Code alleged to have been violated, including the facts and theories to
17 support the violations alleged.

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

23 50. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
24 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a),
25 226.7, 510, 512, and 1194, During Plaintiff's employment and continuing through the present,
26 preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the
27 following amounts:

28 a. For violations of Labor Code sections 201, 202, 203, 226(a), and 226.7; one

1 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
2 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
3 violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

8 c. For violations of Labor Code section 510 and 512, fifty dollars (\$50) for
9 each employee for each pay period for the initial violation, and for each subsequent violation, one
10 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
11 established by Labor Code section 558].

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

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

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

24 **PRAYER FOR RELIEF**

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

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

28 1. That Defendants be found to have violated the provisions of the Labor Code and

1 the IWC Wages Orders as to the Plaintiff and aggrieved employees;

2 2. For any and all legally applicable penalties during the relevant statute of limitations
3 subject to any permissible tolling, including but not limited to those recoverable under the
4 California Labor Code, including but not limited to sections 210, 225.5, 226.3, 558, 2699(f);

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

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

9
10 Dated: June 2, 2025

Respectfully submitted,

LAVI & EBRAHIMIAN, LLP



11
12
13 By:

Joseph Lavi, Esq.

Vincent C. Granberry, Esq.

Jeffrey D. Klein, Esq.

Chloe J. Sykes, Esq.

Attorneys for Plaintiff

GINA MARIE SAMARIPA,

on behalf of herself and current and former aggrieved
employees