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14 Attorneys for Plaintiff ANITA RATRA,
15 on behalf of herself and current and former aggrieved employees

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

ANITA RATRA, on behalf of herself and current
and former aggrieved employees

Plaintiff,

vs.

AVNET, INC.; and DOES 1 to 100, inclusive,
Defendants.

Case No.: 25CV465682

PAGA ACTION

**PLAINTIFF ANITA RATRA'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff ANITA RATRA ("Plaintiff"), who alleges and complains against
Defendants AVNET, INC.; 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, himself
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 pay

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

12 **II. JURISDICTION AND VENUE**

13 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
14 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
15 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
16 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
17 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
18 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
19 aggrieved California-based hourly non-exempt employees occurred in locations throughout
20 California, including but not limited to Santa Clara County, at 2250 N. First Street, Suite 350, San
21 Jose, CA 95131.

22 **III. PARTIES**

23 1. Plaintiff brings this action as a representative of the Labor and Workforce
24 Development Agency on behalf of herself and other current and former employees subject to
25 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
26 filed include current, former and/or future employees of Defendants who work, worked, or will work
27 for Defendants as direct employees as well as temporary employees employed through temp
28 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently

1 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
2 Defendants in an hourly position at Defendants' location in Santa Clara County from in or around
3 February 13, 1993, until on or about currently.

4 2. Plaintiff is informed and believes and thereon alleges that Defendant AVNET, INC.
5 is authorized to do business within the State of California and is doing business in the State of
6 California and/or that Defendants DOES 1-50 are, and at all times relevant hereto were persons
7 acting on behalf of Defendant AVNET, INC. in the establishment of, or ratification of, the
8 aforementioned illegal wage and hour practices or policies. Defendant AVNET, INC. operates in
9 Santa Clara County and employed Plaintiff and aggrieved employees in Santa Clara County,
10 including but not limited to, at 2250 N. First Street, Suite 350, San Jose, CA 95131.

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

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

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

28 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 to:

1 (a) Defendant failed to pay Plaintiff and other current and former aggrieved California-
2 based hourly non-exempt employees' their actual hours worked during their shifts and instead paid
3 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees by
4 scheduled hours despite that they routinely worked beyond their scheduled hours.

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

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

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

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

25 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
26 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
27 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
28 (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.

1 Labor Code section 510.

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

5 (a) Defendant failed to pay Plaintiff and other current and former aggrieved California-
6 based hourly non-exempt employees' their actual hours worked during their shifts and instead paid
7 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees by
8 scheduled hours despite that they routinely worked beyond their scheduled hours.

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

13 19. Furthermore, overtime is based upon an employee's regular rate of pay. "The regular
14 rate at which an employee is employed shall be deemed to include all remuneration for employment
15 paid to, or on behalf, of the employee." See Division of Labor Standards Enforcement –
16 Enforcement Policies and Interpretations Manual, Section 49.1.2.

17 20. In this case, Plaintiff alleges that when she and other current and former aggrieved
18 California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay
19 them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all
20 remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a
21 policy, practice, and/or procedure of failing to include all remuneration such as commission pay, for
22 example, when calculating Plaintiff's and other current and former aggrieved California-based
23 hourly non-exempt employees' regular rate of pay for the purpose of paying overtime.

24 21. The foregoing policies, practices, and/or procedures resulted in time during each
25 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
26 employees were under the control of Defendants but were not compensated. To the extent that the
27 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
28 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,

1 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
2 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
3 sections 510, 1194 and 1198, and the applicable Wage Order.

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

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

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

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

28 (a) Failing to provide Plaintiff and other current and former aggrieved California-based

1 hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes
2 for every five hours worked.

3 (b) Defendants automatically deducted thirty (30) minutes from Plaintiff and other
4 current and former aggrieved California-based hourly non-exempt employees' daily hours worked
5 and attributed that time to an unpaid meal break based on Defendants practice of that Plaintiff and
6 other current and former aggrieved California-based hourly non-exempt employees record
7 scheduled hours despite routinely working beyond their scheduled hours without being paid for that
8 time.

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

14 27. Finally, on occasions when Defendants paid Plaintiff and other current and former
15 aggrieved California-based hourly non-exempt employees a "premium" wage for late, missed, short,
16 on-premise, on-duty, and/or interrupted meal periods, Defendants failed to pay the one (1) additional
17 hour of pay at Plaintiff's and other current and former aggrieved California-based hourly non-
18 exempt employees' regular rate of compensation. Specifically, Defendants maintained a policy,
19 practice, and/or procedure of failing to include all remuneration such as commission pay, for
20 example, when calculating Plaintiff's and other current and former aggrieved California-based
21 hourly non-exempt employees' regular rate of pay for the purpose of paying meal period premium
22 wages.

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

27 29. 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 30. **Failure to pay wages to hourly non-exempt employees for workdays that**
4 **Defendants failed to provide legally required and compliant rest periods and/or failure to pay**
5 **rest period premium:** Plaintiff and other current and former aggrieved California-based hourly
6 non-exempt employees regularly worked shifts of more than three-and-a-half (3.5) hours.

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

18 32. If the employer fails to authorize or permit a required rest period, the employer must
19 pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the
20 employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage
21 Order 5 at § 12.

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

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

1 34. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
2 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
3 hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday
4 they did not receive legally required and compliant rest periods, in violation of Labor Code section
5 226.7.

6 35. Finally, on occasions when Defendants did pay Plaintiff and other current and former
7 aggrieved California-based hourly non-exempt employees a “premium” wage for late, missed, short,
8 on-premise, on-duty, and/or interrupted rest periods, Defendants failed to pay the one (1) additional
9 hour of pay at Plaintiff’s and other current and former aggrieved California-based hourly non-
10 exempt employees’ regular rate of compensation. Specifically, Defendants maintained a policy,
11 practice, and/or procedure of failing to include all remuneration such commission pay, for example,
12 when calculating Plaintiff’s and other current and former aggrieved California-based hourly non-
13 exempt employees’ regular rate of pay for the purpose of paying rest period premiums.

14 36. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff and
15 other current and former aggrieved California-based hourly non-exempt employees not receiving
16 wages to compensate them for workdays in which Defendants did not provide them with rest periods
17 in compliance with California law.

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

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

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

1 at the commencement of employment. Labor Code section 246(b).

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

9 41. In this case, Plaintiff alleges that when she and other current and former aggrieved
10 California-based hourly non-exempt employees elected to use paid sick time, Defendants failed to
11 pay them sick time wages at the proper sick time rate of pay due to Defendants' failure to include
12 all remuneration when calculating the sick time rate of pay. Specifically, Defendants maintained a
13 policy, practice, and/or procedure of failing to include all remuneration including but not limited to
14 commission pay, for example, when calculating Plaintiff and other current and former aggrieved
15 California-based hourly non-exempt employees' regular rate of pay for the purpose of paying sick
16 time.

17 42. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants
18 failing to provide Plaintiff and other current and former aggrieved California-based hourly non-
19 exempt employees' paid sick days, in violation of Labor Code section 246.

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

23 44. **Failure to timely pay earned wages during employment:** In California, wages
24 must be paid at least twice during each calendar month on days designated in advance by the
25 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages earned
26 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
27 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
28 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll

1 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
2 calendar days following the close of the payroll period in which wages were earned. Labor Code
3 section 204(d).

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

11 46. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
12 Employer would further be liable for civil penalties pursuant to Labor Code section
13 2699(f)(2)(B)(ii).

14 47. **Secret payment of lower wages than designated by statute:** Labor Code section
15 223 provides that, where any statute or contract requires an employer to maintain the designated
16 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
17 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
18 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
19 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
20 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
21 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while
22 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

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

26 49. **Failure to provide complete and accurate wage statements:** Labor Code section
27 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee
28 his or her wages, the employer must "furnish each of his or her employees ... an itemized statement

1 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any
2 employee whose compensation is solely based on a salary and who is exempt from payment of
3 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
4 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee
5 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders
6 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
7 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her
8 social security number, (8) the name and address of the legal entity that is the employer, and (9) all
9 applicable hourly rates in effect during the pay period and the corresponding number of hours
10 worked at each hourly rate by the employee.”

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

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

18 52. 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 53. **Failure to pay employees all wages due at time of termination/resignation:** An
22 employer is required to pay all unpaid wages timely after an employee’s employment ends. The
23 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
24 hours of resignation (Labor Code section 202).

25 54. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay
26 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all
27 their earned wages (including minimum wages, overtime wages, meal period premium wages,
28 and/or rest period premium wages), Defendants failed to pay those employees timely after each

employee's termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

55. Plaintiff believes these failures were willful and intentional.

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

57. Plaintiff has complied with the procedures for bringing suit specified in Labor Code section 2699.3. On March 6, 2025, Plaintiff filed a PAGA Claim Notice with the LWDA and provided notice to Defendants by certified mail which provided notice of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the violations alleged.

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

59. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7, 246, 510, 512, and 1194, During Plaintiff's employment and continuing through the present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following amounts:

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

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

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

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

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

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

17 **PRAYER FOR RELIEF**

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

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

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

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

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

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

1 appropriate.

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3 Dated: May 12, 2025

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Respectfully submitted,

LAVI & EBRAHIMIAN, LLP

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By:

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Attorneys for Plaintiff

ANITA RATRA,

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on behalf of herself and current and former aggrieved
employees

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