

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Jeffrey M. Schwartz, Esq. (SBN 254916)

LAVI & EBRAHIMIAN, LLP

8889 W. Olympic Boulevard, Suite 200

Beverly Hills, California 90211

Telephone: (310) 432-0000

Facsimile: (310) 432-0001

Emails: jlavi@lelawfirm.com

vgranberry@lelawfirm.com

jschwartz@lelawfirm.com

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Superior Court of California
County of Sacramento

07/29/2024

By: M. Chapman Deputy

Attorneys for Plaintiff KATIE RICHARDSON,
on behalf of herself and current and former aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

KATIE RICHARDSON, on behalf of herself and
current and former aggrieved employees

Plaintiff,

vs.

MECHANICS BANK ; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: **24CV015114**

PAGA ACTION

COMPLAINT FOR:

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

COMES NOW Plaintiff KATIE RICHARDSON ("Plaintiff"), who alleges and complains
on information and belief except as to those allegations relating to plaintiff herself, which are
asserted on personal knowledge, against Defendants MECHANICS BANK; and DOES 1 to 100,
inclusive (collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, herself

1 and other current and former aggrieved employees of Defendants who worked as exempt
2 employees in California during the relevant time period seeking civil penalties associated with
3 Defendants' violation of the Labor Code based on Defendants' indemnification and interest
4 thereon for all necessary expenditures or losses incurred by employees in direct consequence of
5 discharging their duties . Plaintiff seeks on a representative basis, following notice to the Labor
6 and Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor
7 Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and
8 others aggrieved.

9
10 **II. JURISDICTION AND VENUE**

11 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
12 former aggrieved California-based exempt employees because Plaintiff's lawsuit seeks civil
13 penalties on behalf of herself, all other current and former aggrieved California-based exempt
14 employees, and the State of California in excess of thirty-five thousand dollars (\$35,000);
15 Defendants employed Plaintiff and all other current and former aggrieved California-based exempt
16 employees; and the injuries to Plaintiff and all other current and former aggrieved California-
17 based exempt employees occurred in locations throughout California, including but not limited to
18 Sacramento County, in Fair Oaks, CA 95628.

19 **III. PARTIES**

20 3. Plaintiff brings this action as a representative of the Labor and Workforce
21 Development Agency on behalf of herself and other current and former employees subject to
22 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
23 filed include current, former and/or future employees of Defendants who work, worked, or will
24 work for Defendants as direct employees as well as temporary employees employed through temp
25 agencies as exempt employees in California. At all times mentioned herein, the currently named
26 Plaintiff is and was domiciled and a resident and citizen of California and was employed by
27 Defendants in an hourly position at Defendants' location in Sacramento County from
28 approximately January 2018 until on or about March 1, 2024.

4. Defendant MECHANICS BANK is authorized to do business within the State of

1 California and is doing business in the State of California and/or that Defendants DOES 1-50 are,
2 and at all times relevant hereto were persons acting on behalf of Defendant MECHANICS BANK
3 in the establishment of, or ratification of, the aforementioned illegal wage and hour practices or
4 policies. Defendant MECHANICS BANK operates in Sacramento County and employed Plaintiff
5 and aggrieved employees in Sacramento County , including but not limited to, at Fair Oaks, CA
6 95628.

7
8 5. Defendants DOES 1 through 50 are corporations or other business entities or
9 organizations of a nature unknown to Plaintiff that employed Plaintiff and aggrieved California
10 non-exempt employees, permitted Plaintiff and aggrieved employees to work, and exercised
11 control over the wages, hours and working conditions of employment of Plaintiff and aggrieved
12 employees.

13 6. Defendants DOES 51 through 100 are individuals unknown to Plaintiff. Each
14 Defendant is sued individually and in their capacity as an agent, shareholder, owner,
15 representative, manager, supervisor, independent contractor and/or employee of each defendant
16 who violated or caused to be violated the minimum wage and overtime provisions of the Labor
17 Code and/or any provision of the Industrial Welfare Commission's wage orders regulating hours
18 and days of work.

19 7. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
20 sues said defendants by said fictitious names and will amend this complaint when the true names
21 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
22 permitted by law or by the Court. Each fictitiously named defendant is in some manner
23 responsible for the events and allegations set forth in this complaint.

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

27 **FIRST CAUSE OF ACTION**

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

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

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

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

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

28 19. Labor Code sections 2699, subdivisions (a) and (g), authorize an aggrieved

1 employee, on behalf of himself or herself and other current or former employees, to bring a civil
2 action to recover civil penalties against all Defendants pursuant to the procedures specified in
3 Labor Code section 2699.3.

4 20. Plaintiff has complied with the procedures for bringing suit specified in Labor
5 Code section 2699.3. On August 11, 2020, Plaintiff filed a PAGA Claim Notice with the LWDA
6 and provided notice to Defendants by certified mail which provided notice of the specific
7 provisions of the Labor Code alleged to have been violated, including the facts and theories to
8 support the violations alleged.

9 21. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
10 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
11 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
12 parties notice within 65 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
13 to investigate Plaintiff's claims.

14 22. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
15 penalties for Defendants' violations of Labor Code sections 204, , During Plaintiff's employment
16 and continuing through the present, preceding Plaintiff sending the initial PAGA Claim Notice to
17 the LWDA to the present, in the following amounts:

18 a. For violations of Labor Code sections 2802; one hundred dollars (\$100) for
19 each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200)
20 for each aggrieved employee per pay period for each subsequent violation [penalty amounts
21 established by Labor Code section 2699(f)(2)].

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

27 c. For violations of Labor Code section 223, one hundred dollars (\$100) for
28 each failure to pay each employee in any initial violation, and two hundred dollars (\$200) for each

subsequent violation, or any willful or intentional violation, for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code section 225.5].

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

PRAYER FOR RELIEF

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

ON THE FIRST CAUSE OF ACTION:

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

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

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

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

Dated: July 29, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By: _____



Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Jeffrey M. Schwartz, Esq.
Attorneys for Plaintiff KATIE
RICHARDSON,
on behalf of herself and current and former
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