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ANDREA PRIOR

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LAKE COUNTY

ANDREA PRIOR on behalf of herself, and all
aggrieved employees,

Plaintiff,

v.

ADVENTIST HEALTH CLEARLAKE
HOSPITAL, INC.; and DOES 1 through 10,
inclusive,

Defendants.

Case No. **CV 423216**

REPRESENTATIVE ACTION

REPRESENTATIVE ACTION

COMPLAINT FOR:

- 1. PENALTIES; and**
- 2. ATTORNEYS' FEES.**

DEMAND FOR JURY TRIAL

OCT 21 2022

Krista D. LeVier

BY Laura Cisneros
Deputy Clerk

BY FAX

Plaintiff ANDREA PRIOR, on behalf of herself and all aggrieved employees, complains against Defendants ADVENTIST HEALTH CLEARLAKE HOSPITAL, INC., and Does 1 through 10 (all referred to collectively as “Defendants” or “ADVENTIST”) as follows:

I. JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over Plaintiff’s claims, based on, among other statutes, Labor Code §§ 201-203, 204, 226(a), 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1999, and 2802. In particular, Plaintiff has complied with all Labor Code § 2699.3 requirements for commencing a civil action under the California Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* (“PAGA”).

2. This Court has personal jurisdiction over the parties because at all times relevant hereto Plaintiff was a California resident who worked in Lake County, California for Defendants and Defendants have systematically and continuously conducted business in the State of California, including Lake County.

3. Venue is proper in this Court under California Code of Civil Procedure § 395.5 because Defendants’ principal place of business listed on the Secretary of State’s webpage is located in Lake County at 15360 18th Avenue, Clearlake, California 95422.

II. PARTIES AND BACKGROUND

4. Plaintiff ANDREA PRIOR is an adult who worked for Defendants as a non-exempt hourly employee at Defendants’ location in Clearlake, California. She worked for Defendants from approximately 2003 through December 7, 2021 as an hourly employee. She was promoted to the position of Clinical Laboratory Scientist Assistant in 2020.

5. Defendant ADVENTIST is a California non-profit corporation doing business throughout California and is a “person” as defined by Labor Code § 18 and California Business and Professions Code § 17201. In addition, it is an “employer” as that term is used in the Labor Code and in the California Industrial Welfare Commission’s Orders regulating wages, hours, and working conditions.

6. Plaintiff is ignorant of the true names and capacities of Defendants sued as Does 1 through 10, inclusive, and therefore sue those Defendants by those fictitious names. Plaintiff will

1 amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is
2 informed and believes and on that ground alleges that each of the fictitiously named Defendants is
3 responsible in some manner for the occurrences alleged and that Plaintiff's damages and other
4 losses as alleged are proximately caused by those occurrences.

5 7. On behalf of the State of California and all aggrieved employees who worked as
6 hourly non-exempt employees employed at the Clearlake Hospital by ADVENTIST in the
7 healthcare industry at any time or times during the applicable statute of limitations, Plaintiff seeks
8 all applicable penalties, interest, attorneys' fees, costs and other sums for each violation of: (a)
9 Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1 1198 and 1199 and IWC Wage Order No. 5
10 (failure to pay wages, including minimum wages and overtime, for all hours worked), (b) Labor
11 Code §§ 226.7, 512, 1198 and 1999 and the IWC Wage Order No. 5 (failure to provide meal
12 periods); (c) Labor Code § 226.7, 1198 and 1199 and IWC Wage Order No. 5 (failure to
13 authorize and permit rest breaks); (d) Labor Code §§ 226 and 226.3 (failure to provide accurate
14 itemized wage statements); (e) Labor Code §§ 201-203 (failure to pay former aggrieved
15 employees all wages due and owing at the time of discharge or voluntary quit), (f) Labor Code §
16 204 (failure to pay aggrieved employees in a timely manner), and (g) Labor Code § 2802 (failure
17 to reimburse aggrieved employees for all necessary expenditures and losses incurred at the
18 direction of and/or on behalf of Defendants).

19 **III. FACTUAL ALLEGATIONS**

20 8. ADVENTIST operates Adventist Clearlake Hospital in Clearlake, California.

21 9. At all relevant times, Plaintiff was employed by ADVENTIST as an hourly non-
22 exempt employee in the health care industry as defined by § 2(G) of IWC Wage Order 5-2001.
23 During her employment with ADVENTIST, Plaintiff typically worked four days a week, 10 hours
24 a day or more. She sometimes worked over 12 hours.

25 10. Defendants have implemented a policy and practice of failing to pay Plaintiff and
26 other aggrieved employees statutorily-mandated overtime pay by failing to pay them their entire
27 hourly rate and/or premium wages and, at times, any wages at all, including the minimum wage,
28 for compensable time spent under ADVENTIST's direction and control in violation of Labor

Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198, and 1199 and IWC Wage Order 5-2001. Defendants required Plaintiff and other aggrieved employees to take covid tests prior to clocking-in. Plaintiff also alleges that due to understaffing, Defendants required Plaintiff and other aggrieved employees to clock-out for their meal periods yet continue to work. ADVENTIST was aware that Plaintiff and other aggrieved employees were clocking out and continuing to work. In addition, Plaintiff and other aggrieved employees occasionally had to take work related telephone calls at home as well as respond to work related emails and texts and were not paid for this time.

11. At all relevant times, Labor Code §§ 226.7 and 512 and the IWC Wage Order No. 5 required employers to provide employees with a first meal period of not less than 30 minutes during which they are relieved of all duty (referred to as “duty-free”) before working more than five hours, and a second duty-free meal period of not less than 30 minutes before working more than 10 hours in a day. As alleged herein, ADVENTIST employed a policy and practice of failing to provide all meal periods to Plaintiff and other aggrieved employees. Plaintiff estimates that she only received an uninterrupted meal period only every other day. She also never received a second meal period on shifts over 10 hours. On information and belief, other aggrieved employees also missed their meal periods.

12. At all relevant times, Labor Code § 226.7 and IWC Wage Order No. 5 required employers to authorize and permit a paid rest break of at least 10 minutes for every four hours of work performed or major fraction thereof. An employee working more than ten hours in a single workday is entitled to three paid rest breaks, each lasting at least 10 minutes. As alleged herein, ADVENTIST employed a policy and practice of failing to permit and authorize rest periods and/or paying rest period premiums to aggrieved employees for such rest periods not provided, in violation of the Labor Code and Wage Order 5-2001. Plaintiff estimates that she missed her second rest break approximately 90% of the time, and she never received a third rest break on shifts over 10 hours. On information and belief, other aggrieved employees also missed their rest periods.

13. Labor Code § 226 provides that every employer is required, “semimonthly or at the time of each payment of wages,” to provide each employee with an itemized wage statement

1 setting forth, *inter alia*, the total hours worked by the employee (except for salaried employees)
2 and “all applicable hourly rates in effect during the pay period and the corresponding number of
3 hours worked at each hourly rate by the employee.” Cal. Lab. Code § 226(a). Defendants
4 implemented a policy and practice of violating Labor Code § 226 by failing to provide complete
5 and accurate itemized wage statements to Plaintiff and other aggrieved employees in that the
6 wage statements provided do not, among other things, display “all applicable hourly rates in
7 effect during the pay period and the corresponding number of hours worked at each hourly rate,”
8 the correct “total hours worked,” and the “gross wages earned.” In addition, the wage statements
9 do not include premium pay for missed meal and rest periods. Through its violation of Labor
10 Code § 226(a), Defendants also violated Labor Code § 226.3.

11 14. Labor Code § 226(a) in that the wage statements provided do not, among other
12 things, display “all applicable hourly rates in effect during the pay period and the corresponding
13 number of hours worked at each hourly rate,” the correct “total hours worked,” and the “gross
14 wages earned.” In addition, the wage statements do not include premium pay for missed meal
15 and rest periods.

16 15. ADVENTIST employed a policy and practice of failing to pay Plaintiff and other
17 aggrieved employees all wages due and owing in a timely manner as required by Labor Code §
18 204.

19 16. Defendants had a policy and practice of violating Labor Code §§ 201- 203 by
20 failing to pay Plaintiff and other aggrieved employees, including all exempt and non-exempt
21 employees, all wages due and owing at the time of discharge or voluntary quit. Plaintiff and other
22 aggrieved employees who no longer are employed by Defendants still are owed minimum wages
23 and overtime, as well as premium pay for missed meal periods and rest breaks.

24 17. Defendants implemented a policy and practice of violating Labor Code § 2802 by
25 failing to reimburse Plaintiff and other aggrieved employees for necessary expenditures and
26 losses incurred in their work for Defendants. ADVENTIST required Plaintiff and other aggrieved
27 employees to utilize their personal cellular telephones for work purposes. ADVENTIST required
28 Plaintiff and other aggrieved employees to download AH Outlook on their personal cellular

1 telephones to review and respond to work emails. ADVENTIST also required Plaintiff and other
2 aggrieved employees to download an app named AH Covid Screening on their personal cellular
3 telephones that was related to covid testing. Defendants did not reimburse Plaintiff and other
4 aggrieved employees for the cost of their cellular telephone service in violation of Labor Code §
5 2802.

6 **IV. REPRESENTATIVE ACTION ALLEGATIONS**

7 18. Plaintiff seeks to represent all aggrieved employees within the meaning of Labor
8 Code §§ 2698, *et seq.*, who are employed by Defendant's as hourly non-exempt healthcare
9 industry employees and who performed work for ADVENTIST at the Clearlake Hospital and
10 were not paid any wages whatsoever, including minimum wage and overtime, for certain hours
11 worked.

12 19. Plaintiff seeks to represent all aggrieved employees with the meaning of Labor
13 Code §§ 2698, *et seq.*, who are or were employed by Defendants as hourly non-exempt healthcare
14 industry employees who performed work for ADVENTIST at the Clearlake Hospital and were
15 not provided their required meal periods.

16 20. Plaintiff seeks to represent all aggrieved employees with the meaning of Labor
17 Code §§ 2698, *et seq.*, who are or were employed by Defendants as hourly non-exempt healthcare
18 industry employees who performed work for ADVENTIST at the Clearlake Hospital and were
19 not authorized or permitted to take all of their required rest periods.

20 21. Plaintiff seeks to represent all aggrieved employees with the meaning of Labor
21 Code §§ 2698, *et seq.*, who are or were employed by Defendants as hourly non-exempt healthcare
22 industry employees who performed work for ADVENTIST at the Clearlake Hospital and did not
23 receive the complete and accurate itemized wage statements required by Labor Code §§ 226(a)
24 and 226.3.

25 22. Plaintiff seeks to represent all aggrieved employees with the meaning of Labor
26 Code §§ 2698, *et seq.*, who are or were employed by Defendants as hourly non-exempt healthcare
27 industry employees who performed work for ADVENTIST at Clearlake Hospital and were not
28 paid all wages due at the time of discharge or voluntary quit as required by Labor Code §§ 201-

203.

23. Plaintiff seeks to represent all aggrieved employees with the meaning of Labor Code §§ 2698, *et seq.*, who are or were employed by Defendants as hourly non-exempt healthcare industry employees who performed work for ADVENTIST at Clearlake Hospital and were not paid all wages in a timely manner as required by Labor Code § 204.

24. Plaintiff seeks to represent all aggrieved employees with the meaning of Labor Code §§ 2698, *et seq.*, who are or were employed by Defendants as hourly non-exempt healthcare industry employees who performed work for ADVENTIST at the Clearlake Hospital and were not reimbursed all of their business expenses as required by Labor Code § 2802.

25. There is a well-defined community of interest in the questions of law and fact affecting the aggrieved employees whom Plaintiff seeks to represent. The aggrieved employees' claims against Defendants involve questions of common or general interest including but not limited to the following: (1) whether Defendants had a policy and practice of failing to pay aggrieved employees any wages whatsoever for certain hours worked, including minimum wage and overtime, (2) whether Defendants had a policy and practice of failing to provide aggrieved employees with all of their required meal periods; (3) whether Defendants had a policy and practice of failing to authorize and permit aggrieved employees to take their required rest periods; (4) whether Defendants had a policy and practice of violating Labor Code §§ 226 by failing to provide required information on wage statements, such as total hours worked and gross wages earned, and whether those statements were accurate; (5) whether Defendants had a policy and practice of violating Labor Code §§ 201-203 by failing to pay departing aggrieved employees all wages due at the time of discharge or voluntary quit; (6) whether Defendants had a policy and practice of violating Labor Code § 204 by failing to pay aggrieved employees in a timely manner, and (7) whether Defendant violated Labor Code § 2802 by failing to reimburse aggrieved employees for all necessary expenditures and losses incurred in the direct consequence of the discharge of their duties.

26. Plaintiff's experiences are typical of the experiences of the aggrieved employees whom Plaintiff seeks to represent on a PAGA representative basis and her interests are consistent

1 with, and not antagonistic to, those of the State of California and the other aggrieved employees.
2 Plaintiff will fairly and adequately represent the interests of the State of California and the
3 aggrieved employees whom he seeks to represent because Plaintiff also is an aggrieved employee
4 and her claims are typical of those of the aggrieved employees. Plaintiff has retained attorneys
5 who are experienced in the prosecution of class and representative actions, and Plaintiff intends to
6 prosecute this action vigorously.

7 27. Common questions of law and fact exist as to all aggrieved employees that
8 predominate over any other questions affecting only individual aggrieved employees.

9 28. Plaintiff requests permission to amend the Complaint to include additional
10 representatives if Plaintiff is deemed not to be an adequate representative of the aggrieved
11 employees.

12 **V. FIRST CAUSE OF ACTION**

13 **(UNPAID WAGES, OVERTIME PAY AND MINIMUM WAGES –**
14 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

15 29. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties
16 on their own behalf and on behalf of other current and former employees.

17 30. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code
18 Private Attorneys General Act of 2004 because she is a person who was employed by the alleged
19 violator and against whom one or more of the alleged violations was committed.

20 31. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil
21 action against Defendants for violations of Labor Code §§ 510, 512, 1194, 1197, 1197.1, 1198
22 and 1199.

23 32. By the actions alleged herein, Defendants failed to pay Plaintiff and other
24 aggrieved employees any wages, including minimum wages and overtime pay, for certain hours
25 worked, in violation of Labor Code §§ 510, 512, 1194, 1197, 1197.1, 1198 and 1199.

26 33. Therefore, Plaintiff and all current and former aggrieved employees demand the
27 penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 510, 512, 1194,
28 1197, 1197.1, 1198 and 1199.

34. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code §§ 1194 and 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

VI. SECOND CAUSE OF ACTION

(FAILURE TO PROVIDE MEAL PERIODS –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

35. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

36. Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties on their own behalf and on behalf of other current and former employees.

37. Plaintiff is an "aggrieved employee" as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

38. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 226.7, 512, 1198 and 1199 and IWC Wage Order No. 5.

39. By the actions alleged herein, Defendants failed to provide Plaintiff and other aggrieved employees to take their required meal periods in violation of Labor Code §§ 226.7, 512, 1198 and 1199 and IWC Wage Order No. 5.

40. Therefore, Plaintiff and all current and former aggrieved employees demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 226.7, 512, 1198 and 1199 and IWC Wage Order No. 5.

41. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

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VII. THIRD CAUSE OF ACTION

(FAILURE TO AUTHORIZE AND PERMIT REST PERIODS –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

42. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

43. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

44. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

45. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 226.7, 1198 and 1199 and IWC Wage Order No. 5.

46. By the actions alleged herein, Defendants failed to authorize and permit aggrieved employees to take their required rest periods in violation of Labor Code §§ 226.7, 1198 and 1199 and IWC Wage Order No. 5.

47. Therefore, Plaintiff and all current and former aggrieved employees demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 226.7, 1198 and 1199 and IWC Wage Order No. 5.

48. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

VIII. FOURTH CAUSE OF ACTION

(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

49. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

50. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties

on their own behalf and on behalf of other current and former employees.

51. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

52. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 226(a).

53. By the actions alleged herein, Defendants have failed to comply with Labor Code § 226(a) as it relates to Plaintiff and the other aggrieved employees. As alleged above, ADVENTIST employs a policy and practice of failing to provide complete and accurate itemized wage statements to Plaintiff and other aggrieved employees as required by Labor Code § 226(a) in that the wage statements provided do not, among other things, display “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate,” the correct “total hours worked,” and the “gross wages earned.” In addition, the wage statements do not include premium pay for missed meal and rest periods.

54. Therefore, Plaintiff, for herself and all current and former aggrieved employees, demands the Labor Code § 226.3 penalties provided for violations of Labor Code § 226(a). (Should Labor Code § 226.3 be found not to apply to Defendants’ violations of Labor Code § 226(a), Plaintiff will alternatively seek Labor Code § 2699(f) penalties.)

55. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

XVI. FIFTH CAUSE OF ACTION

(LABOR CODE §§ 201-203 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

56. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

57. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

59. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 201-203.

60. By their actions as alleged herein, Defendants have failed to comply with Labor Code §§ 201-203 as they relate to Plaintiff and the other aggrieved employees.

61. Therefore, Plaintiff, for herself and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 201-203.

62. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

XVII. SIXTH CAUSE OF ACTION

(LABOR CODE § 204 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

63. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

64. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

65. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

66. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 204.

67. By their actions as alleged herein, Defendants have failed to comply with Labor Code § 204 as they relate to Plaintiff and the other aggrieved employees.

68. Therefore, Plaintiff, for herself and all current and former aggrieved employees,

demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code § 204.

69. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

IX. SEVENTH CAUSE OF ACTION

(LABOR CODE § 2802 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

(ON BEHALF OF ALL NON-EXEMPT AND EXEMPT AGGRIEVED EMPLOYEES)

70. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

71. Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties on their own behalf and on behalf of other current and former employees.

72. Plaintiff is an "aggrieved employee" as that term is defined in PAGA because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

73. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 2802.

74. By their actions as alleged herein, Defendants have failed to comply with Labor Code § 2802 as it relates to Plaintiff and other aggrieved employees.

75. Plaintiff, for herself and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 2802.

76. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

PRAYER FOR RELIEF

Plaintiff prays for relief as follows:

- i. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current and former aggrieved employee for each violation of Labor Code §§ 226.7, 510, 1194,

1194.2, 1197, 1197.1, 1198 and 1199 (failure to pay wages, including minimum wages and overtime, for all hours worked) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

ii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code §§ 226.7, 512(a), 1198 and 1199 (missed meal periods) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

iii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code §§ 226.7, 1198 and 1199 (missed rest periods) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

iv. For civil penalties as specified by Labor Code § 226.3 for Plaintiff and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the original filing of the Complaint. (Should Labor Code § 226.3 be found not to apply to Defendants' violations of Labor Code § 226(a), Plaintiff alternatively seeks the civil penalties specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the original filing of the Complaint.)

v. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code § 204 (failure to pay wages in a timely manner) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

- vi. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each former aggrieved employee for each violation of Labor Code §§ 201-203 (failure to pay departing employees all wages due and owing) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- vii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code § 2802 (unreimbursed business expenses) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- viii. For reasonable attorneys' fees and costs as allowed by law, including Labor Code § 2699(g)(1) and Code of Civil Procedure § 1021.5
- ix. For all interest as required by Labor Code § 218.6 or any other applicable law;
- x. For such other and further relief as the Court should deem proper.

Dated: October 21, 2022

Respectfully submitted,

KELLER GROVER LLP

By:



ERIC A. GROVER
ROBERT SPENCER
Attorneys for Plaintiff