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 on behalf of himself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES-CENTRAL DISTRICT**

JIM CANNON, on behalf of himself and other
 aggrieved employees,

Plaintiff,

vs.

SMCL HOLDINGS, INC.; and DOES 1 to 100,
 inclusive,

Defendants.

Case No.: **22STCV36875**

PAGA ACTION

**PLAINTIFF JIM CANNON'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 JIM CANNON ("Plaintiff"), who alleges and complains against
 Defendants SMCL HOLDINGS, INC.; and DOES 1 to 100, inclusive (collectively "Defendants")
 as follows:

I. INTRODUCTION

1. This is a Private Attorneys' General Act of 2004, Lab. 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

1 hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure
2 to authorize or permit all legally required and/or compliant meal periods or pay meal period
3 premium wages; failure to authorize or permit all legally required and/or compliant rest periods or
4 pay rest period premium wages; statutory penalties for failure to timely produce requested
5 employment records; failure to pay security guards wages on a weekly basis; statutory penalties
6 for failure to timely pay earned wages during employment; statutory penalties for failure to
7 provide accurate wage statements; statutory waiting time penalties in the form of continuation
8 wages for failure to timely pay employees all wages due upon separation of employment. Plaintiff
9 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 Los Angeles County, at 700 W. Artesia Blvd., Compton,
21 California 90220.

22 3. In response to the COVID-19 pandemic, the Judicial Council of California enacted
23 Emergency Rule 9 to the California Rules of Court, which provided that, notwithstanding any
24 other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are
25 tolled from April 6, 2020, until October 1, 2020.

26 **III. PARTIES**

27 4. Plaintiff brings this action as a representative of the Labor and Workforce
28 Development Agency on behalf of himself and other current and former employees subject to

1 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
2 filed include current, former and/or future employees of Defendants who work, worked, or will
3 work for Defendants as direct employees as well as temporary employees employed through temp
4 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
5 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
6 employed by Defendants in an hourly position at Defendants' location in Los Angeles from
7 approximately October 2018, until his termination on or about April 3, 2022.

8 5. Plaintiff is informed and believes and thereon alleges that Defendant SMCL
9 HOLDINGS, INC. is authorized to do business within the State of California and is doing business
10 in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto
11 were persons acting on behalf of Defendant SMCL HOLDINGS, INC. in the establishment of, or
12 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant SMCL
13 HOLDINGS, INC. operates in Los Angeles County and employed Plaintiff and aggrieved
14 employees in Los Angeles County, including but not limited to, at 700 W. Artesia Blvd.,
15 Compton, California 90220.

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

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

27 8. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
28 sues said defendants by said fictitious names, and will amend this complaint when the true names

1 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
2 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
3 named defendants is in some manner responsible for the events and allegations set forth in this
4 complaint.

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

8 **FIRST CAUSE OF ACTION**

9 **CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS**

10 **GENERAL ACT OF 2004, LABOR CODE SECTIONS 2698, ET SEQ.**

11 **(Against all Defendants by Plaintiff)**

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

13 11. During the period beginning one (1) year preceding Plaintiff sending the initial
14 PAGA Claim Notice to the LWDA to the present, Defendants violated Labor Code sections 201,
15 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198.5, and Sections 14 and 15 of the applicable
16 Wage Orders.

17 12. Specifically, Defendants have committed the following violations of California
18 Labor Code:

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

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

28 15. In this case, Plaintiff and other current and former aggrieved California-based

1 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
2 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
3 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
4 wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but
5 not limited to:

6 (a) "Rounding down" or "shaving down" Plaintiff and other current and former
7 aggrieved California-based hourly non-exempt employees punches to the nearest quarter of an
8 hour to the benefit of Defendants without paying Plaintiff and other current and former aggrieved
9 California-based hourly non-exempt employees for this time; and

10 (b) Until on or around February 1, 2022, Plaintiff and other current and former
11 aggrieved California-based hourly non-exempt employees are required to remain on-duty during
12 their off-the-clock meal breaks because Plaintiff and other current and former aggrieved
13 California-based hourly non-exempt employees cannot leave their post and they must keep the
14 company's cell phone on them at all times during their shift.

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

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

27 18. Labor Code sections 510 and 1194 require an employer to compensate employees a
28 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty

1 (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

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

10 Labor Code section 510.

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

14 (a) "Rounding down" or "shaving down" Plaintiff and other current and former
15 aggrieved California-based hourly non-exempt employees punches to the nearest quarter of an
16 hour to the benefit of Defendants without paying Plaintiff and other current and former aggrieved
17 California-based hourly non-exempt employees for this time; and

18 (b) Until on or around February 1, 2022, Plaintiff and other current and former
19 aggrieved California-based hourly non-exempt employees are required to remain on-duty during
20 their off-the-clock meal breaks because Plaintiff and other current and former aggrieved
21 California-based hourly non-exempt employees cannot leave their post and they must keep the
22 company's cell phone on them at all times during their shift.

23 20. The foregoing policies, practices, and/or procedures resulted in time during each
24 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
25 employees were under the control of Defendants but were not compensated. To the extent that the
26 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
27 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
28 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 and 1194 and the applicable Wage Order.

21. **Failure to pay wages to hourly non-exempt employees for workdays that**

1 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other
2 current and former aggrieved California-based hourly non-exempt employees regularly worked
3 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

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

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

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

23 (a) "Rounding down" or "shaving down" Plaintiff and other current and former
24 aggrieved California-based hourly non-exempt employees punches to the nearest quarter of an
25 hour to the benefit of Defendants without paying Plaintiff and other current and former aggrieved
26 California-based hourly non-exempt employees for this time;

27 (b) Until on or around February 1, 2022, Plaintiff and other current and former
28 aggrieved California-based hourly non-exempt employees are required to remain on-duty during

1 their off-the-clock meal breaks because Plaintiff and other current and former aggrieved
2 California-based hourly non-exempt employees cannot leave their post and they must keep the
3 company's cell phone on them at all times during their shift; and

4 (c) Failing to provide second meal breaks when Plaintiff and other current and former
5 aggrieved California-based hourly non-exempt employees worked more than 10 hours in a day.

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

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

16 27. **Failure to pay wages to hourly non-exempt employees for workdays that**
17 **Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other
18 current and former aggrieved California-based hourly non-exempt employees regularly worked
19 shifts of more than three-and-a-half (3.5) hours.

20 28. California law requires every employer to authorize and permit an employee a rest
21 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
22 Code section 226.7; Wage Order 4 at §12. Under California law, "[e]mployees are entitled to 10
23 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more
24 than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so
25 on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code
26 section 226.7; Wage Order 4 at §12. Rest periods, insofar as practicable, shall be in the middle of
27 each work period. Wage Order 4 at §12. Additionally, the rest period requirement "obligates
28 employers to permit – and authorizes employees to take – off-duty rest periods." *Augustus v. ABM*

1 *Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must
2 relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

3 29. If the employer fails to authorize or permit a required rest period, the employer
4 must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday
5 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;
6 Wage Order 4 at § 12.

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

11 (a) Until on or around February 1, 2022, Plaintiff and other current and former
12 aggrieved California-based hourly non-exempt employees are required to remain on-duty during
13 their off-the-clock rest breaks because Plaintiff and other current and former aggrieved California-
14 based hourly non-exempt employees cannot leave their post and they must keep the company's
15 cell phone on them at all times during their shift; and

16 (b) Failing to provide Plaintiff and other current and former aggrieved California-
17 based hourly non-exempt employees a third uninterrupted duty-free rest period of a net ten (10)
18 minutes for shifts exceeding ten (10) hours.

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

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

28 33. **Failure to produce requested employment records:** An employer must afford

1 current and former employees the right to inspect or receive a copy of records pertaining to their
2 employment, upon reasonable request to the employer. Labor Code section 226(b). An employer
3 who receives a request to inspect or receive a copy of records pertaining to a current or former
4 employee must comply with the request as soon as practicable, but no later than twenty-one (21)
5 calendar days from the date of the request. Labor Code section 226(c). Additionally, every current
6 and former employee, or his or her representative, has the right to inspect and receive a copy of the
7 personnel records that the employer maintains relating to the employee's performance or to any
8 grievance concerning the employee. Labor Code section 1198.5(a). Upon written request from a
9 current or former employee or his or her representative, an employer must make the contents of
10 those personnel records available for inspection or provide a copy of the personnel records to the
11 current or former employee, or his or her representative, not later than thirty (30) calendar days
12 from the date the employer receives the written request, subject to some limited exceptions. Labor
13 Code §1198.5(b)(1). Failure to comply with these requests allows for a civil penalty seven
14 hundred fifty dollars (\$750), pursuant to Labor Code sections 1198.5(k) and 226(f).

15 34. On May 19, 2022, Plaintiff sent a written request through his counsel to Defendants
16 for his payroll records, timecards, and personnel records pursuant to Labor Code sections 226 and
17 1198.5. However, Defendants failed to timely produce the requested employment records, in
18 violation of Labor Code sections 226 and 1198.5. Defendants have not produced any of the
19 requested employment records as of the date of this Complaint.

20 35. Plaintiff is informed and believes and thereon alleges that other similarly situated
21 employees also sent written requests for their employment records, but Defendants failed to timely
22 produce the required and requested records, in violation of Labor Code sections 226 and 1198.5.

23 36. **Failure to wages on a weekly basis to Plaintiff and similarly situated security**
24 **guards:** Pursuant to Labor Code section 201.3(b)(1)(B), Defendants were required to pay Plaintiff
25 and other current and former aggrieved California-based hourly non-exempt security guards no
26 less than weekly.

27 37. Defendants, however, pursuant to their payroll policies, practices, and/or
28 procedures paid Plaintiff and other current and former aggrieved California-based hourly non-

1 exempt security guards on a bi-weekly basis.

2 38. These payroll policies, practices, and/or procedures resulted in Defendants' failure
3 to timely pay Plaintiff and other current and former aggrieved California-based hourly non-exempt
4 security guards not on a weekly basis as required by California law.

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

14 40. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
15 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
16 exempt employees' earned wages (including minimum wages, overtime wages, meal period
17 premium wages and/or rest period premium wages), in violation of Labor Code section 204.
18 Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay
19 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
20 their earned wages within the applicable time frames outlined in Labor Code section 204.

21 41. **Failure to provide complete and accurate wage statements:** Labor Code section
22 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
23 employee his or her wages, the employer must "furnish each of his or her employees ... an
24 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
25 employee, except for any employee whose compensation is solely based on a salary and who is
26 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
27 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
28 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all

1 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
2 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
3 name of the employee and his or her social security number, (8) the name and address of the legal
4 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
5 the corresponding number of hours worked at each hourly rate by the employee.”

6 42. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
7 and other current and former aggrieved California-based hourly non-exempt employees all wages
8 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest
9 period premium wages) rendered Plaintiff’s and other current and former aggrieved California-
10 based hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code
11 section 226.

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

16 44. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay
17 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
18 all their earned wages (including minimum wages, overtime wages, meal period premium wages,
19 and/or rest period premium wages), Defendants failed to pay those employees timely after each
20 employee’s termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

21 45. Defendants’ violations of Wage Order 4 constituted violations of Labor Code
22 section 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

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

27 47. Plaintiff has complied with the procedures for bringing suit specified in Labor
28 Code section 2699.3. On August 11, 2022, Plaintiff filed a PAGA Claim Notice with the LWDA

1 and provided notice to Defendants by certified mail which provided notice of the specific
2 provisions of the Labor Code alleged to have been violated, including the facts and theories to
3 support the violations alleged.

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

9 49. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
10 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226, 226.7, 510,
11 512, 1194, 1197, and 1198.5beginning one (1) year preceding Plaintiff sending the initial PAGA
12 Claim Notice to the LWDA to the present, in the following amounts:

13 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, 2802, 512,
14 and 1197; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
15 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
16 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

21 c. For violations of Labor Code section 510, fifty dollars (\$50) for each
22 employee for each pay period for the initial violation, and for each subsequent violation, one
23 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
24 established by Labor Code section 558] and any unpaid wages.

25 d. For violations of Labor Code section 1194 and 1197, one hundred dollars
26 (\$100) for each underpaid employee for each pay period for the initial violation, and for each
27 subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay
28 period [penalty amounts established by Labor Code section 1197.1] and any unpaid wages.

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

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF 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 section 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: November 22, 2022

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By:

Wm. C. Leach

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