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on behalf of himself, the State of California, and others similarly
10 situated and aggrieved

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**
13

14 DAVID CORTES, on behalf of himself, the
15 State of California, and others similarly
situated and aggrieved,

16
17 Plaintiff,

18 v.

19 LOS ANGELES COUNTY
20 DEPARTMENT OF MENTAL HEALTH,
a California public entity; and DOES 1-
21 100, inclusive,

22
23 Defendants.
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25
26
27
28

Case No.: 22STCV33273

**PLAINTIFF'S REPRESENTATIVE
COMPLAINT FOR VIOLATION OF THE
PRIVATE ATTORNEYS GENERAL ACT,
CAL. LABOR CODE SECTIONS 2698, *et
seq.***

1 Plaintiff, DAVID CORTES (“PLAINTIFF”), an individual, on behalf of himself, the State
2 of California, and all other Aggrieved Employees (as defined below), hereby files this Complaint
3 against Defendants LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH, a
4 California public entity; and DOES 1-100, inclusive, (collectively referred to herein as
5 “DEFENDANTS”). PLAINTIFF is informed and believes and thereon alleges as follows:

6 **INTRODUCTION**

7 1. This is a representative action filed by PLAINTIFF on behalf of himself, other
8 similarly Aggrieved Employees and the State of California against DEFENDANTS, pursuant to
9 California’s Private Attorney General Act, Labor Code section 2698 *et. seq.* (“PAGA”), to recover
10 civil penalties (75% payable to the Labor and Workforce Development Agency and 25% payable to
11 Aggrieved Employees) for DEFENDANTS’ violations of the California Labor Code as alleged
12 below.

13 **JURISDICTION AND VENUE**

14 2. This Court has jurisdiction over PLAINTIFF’s claims for penalties pursuant to
15 California statutes, including but not limited to the PAGA, and decisional law and regulations.

16 3. Venue is proper in this judicial district and the County of Los Angeles pursuant to
17 California Code of Civil Procedure section 395.5 because DEFENDANTS employed PLAINTIFF
18 at one or more of their locations located in the County of Los Angeles, and some of the acts,
19 omissions, and conduct alleged by PLAINTIFF herein occurred in this county. *Crestwood*
20 *Behavioral Health, Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 (venue in a PAGA action is
21 proper in any county where the defendants committed Labor Code violations against some of its
22 employees).

23 **THE PARTIES**

24 4. PLAINTIFF is, and at all relevant times, was an individual domiciled in the State of
25 California and a citizen of the State of California who worked as a full-time non-exempt employee
26 for DEFENDANTS in the State of California.

27 5. PLAINTIFF was employed by DEFENDANTS during the relevant period as a full-
28 time, non-exempt employee. PLAINTIFF worked for DEFENDANTS as a Medical Case Worker 2

1 and/or similar title(s) from in or around 1997 through in or around late December 2021 or early
2 January 2022. DEFENDANTS assigned PLAINTIFF to work at the Antelope Valley Mental Health
3 Center, DEFENDANTS' facility located at 349-A East Ave K-6, Lancaster, California 93535. From
4 in or about April 2020, through in or about December 2021, PLAINTIFF worked for
5 DEFENDANTS primarily from PLAINTIFF's home in Lancaster, California, while also working
6 at DEFENDANTS' facility in Lancaster approximately one day per week.

7 6. DEFENDANTS own, operate or otherwise manage the largest county-operated
8 mental health department in the United States, directly operating programs in more than 85 sites,
9 and providing services through contract programs and DEFENDANTS' staff at approximately 300
10 sites co-located with other County departments, schools, courts and various organizations.
11 DEFENDANTS contract with close to 1,000 organizations and individual practitioners to provide a
12 variety of mental health-related services. On average, DEFENDANTS provide services to more than
13 250,000 County residents of all ages each year.¹

14 7. On information and belief, Defendant LOS ANGELES COUNTY DEPARTMENT
15 OF MENTAL HEALTH, is a California public entity, duly licensed to conduct business in the State
16 of California, and it maintains its principal place of business in Los Angeles County, California.

17 8. The true names and capacities of the DOE Defendants sued herein as DOES 1
18 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such
19 Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally
20 responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to amend this
21 Complaint to reflect the true names and capacities of the Doe Defendants when such identities
22 become known.

23 9. PLAINTIFF is further informed and believes that, at all relevant times, each
24 Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director,
25 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
26 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
27 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all

28 ¹ See <https://dmh.lacounty.gov/about/>. Last visited on October 6, 2022.

1 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this
2 complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant
3 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant
4 times, each Defendant knew or should have known about, authorized, ratified, adopted, approved,
5 controlled, aided and abetted the conduct of all other Defendants.

6 **JOINT LIABILITY**

7 10. Under California law, the definition of the terms “to employ” are broadly construed
8 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to
9 exercise control over the wages, hours or working conditions; (2) to suffer or permit to work; or (3)
10 to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49
11 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control
12 was to reach situations in which multiple entities control different aspects of the employment
13 relationship. Supervision of the work, in the specific sense of exercising control over how services
14 are properly performed, is properly viewed as one of the “working conditions” mentioned in the
15 wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a
16 temporary employment agency) hires and pays a worker, and the other entity supervises the work.
17 *Id.* Moreover, the California Court of Appeal recently broadened the test for joint employment in
18 California, applying a less stringent standard to what constitutes sufficient control by a business
19 over its vendor’s employees’ wages and working conditions to render that business liable as a joint
20 employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); “[i]f the putative
21 joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the
22 wages, hours, or working conditions of the employee, that is a sufficient showing of joint
23 employment,” *Id.* at 875 [emphasis added].

24 11. During PLAINTIFF’s employment by DEFENDANTS, PLAINTIFF and the
25 Aggrieved Employees (defined below) were jointly employed by DEFENDANTS for purposes of
26 the Wage Orders, under the alternative definitions of “to employ” adopted by the California
27 Supreme Court in *Martinez*, supra. As discussed below, these DEFENDANTS (1) exercised control
28 over wages, hours and working conditions of PLAINTIFF and Aggrieved Employees; (2) suffered

1 or permitted PLAINTIFF and Aggrieved Employees to work for them; and (3) engaged PLAINTIFF
2 and Aggrieved Employees to work for them.

3 12. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times
4 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized
5 human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices
6 across all of their schools/locations and subjected all of the Aggrieved Employees to these same
7 policies and practices regardless of the location(s) or school(s) where they worked.

8 13. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant
9 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and Aggrieved
10 Employees upon whose behalf PLAINTIFF brings these allegations and cause of action, in that
11 DEFENDANTS, exercised sufficient control over PLAINTIFF's and Aggrieved Employees' wages,
12 hours and working conditions, and/or suffered or permitted PLAINTIFF and Aggrieved Employees
13 to work so as to be considered the joint employers of PLAINTIFF and Aggrieved Employees.
14 Specifically, upon information and belief, PLAINTIFF alleges that DEFENDANTS created a
15 uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay,
16 time-keeping practices, meal and rest periods, reimbursement of business expenses and other
17 working conditions that were distributed to, and/or applied to PLAINTIFF and Aggrieved
18 Employees, and further that DEFENDANTS uniformly compensated and controlled the wages of
19 PLAINTIFF and Aggrieved Employees in a uniform manner. DEFENDANTS collectively
20 represented to PLAINTIFF and Aggrieved Employees that each was an "at-will" employee of
21 DEFENDANTS, and that DEFENDANTS collectively retained the right to terminate PLAINTIFF's
22 and Aggrieved Employees' employment with or without cause. Upon information and belief,
23 DEFENDANTS further collectively represented to PLAINTIFF and Aggrieved Employees in
24 writing the details of their compensation, and the manner in which they were to take meal and rest
25 periods, the procedures required by DEFENDANTS collectively for recordation of hours worked
26 and the policies applicable to PLAINTIFF and Aggrieved Employees by which DEFENDANTS
27 collectively would evaluate the wage rates of PLAINTIFF and Aggrieved Employees.

28 14. Thus, DEFENDANTS collectively exercised the right to control the wages, hours

1 and working conditions of PLAINTIFF and Aggrieved Employees. As such, DEFENDANTS
2 collectively held the right to control virtually every aspect of PLAINTIFF's and Aggrieved
3 Employees' employment, including the instrumentality that resulted in the illegal conduct for which
4 PLAINTIFF seeks relief in this Complaint.

5 15. PLAINTIFF is informed and believes that DEFENDANTS exercised the same
6 control over, applied the same policies and practices, and engaged in the same acts and omissions
7 with regard to the other Aggrieved Employees.

8 16. PLAINTIFF is informed and believes and hereon alleges that DEEFENDANTS
9 must be classified as joint employers of PLAINTIFF for purposes of liability for civil penalties
10 under PAGA, as the aforementioned entities engaged, suffered and permitted PLAINTIFF to
11 perform services from which they benefited, and furthermore that the aforementioned entities had
12 the right to exercise control over the wages, hours and/or working conditions of PLAINTIFF at all
13 relevant times herein, so as to be considered the joint employers of PLAINTIFF.

14 17. By reason of their status as joint employers of PLAINTIFF and Aggrieved
15 Employees, DEFENDANTS are each liable for civil penalties for violations of the California Labor
16 Code and applicable Wage Orders as to PLAINTIFF and other Aggrieved Employees.

17 **PAGA ALLEGATIONS**

18 18. PLAINTIFF brings this action under the PAGA, as a representative action on behalf
19 of himself, the State of California and Aggrieved Employees, regarding violations of the California
20 Labor Code as set forth herein as to all Aggrieved Employees. Said "Aggrieved Employees" include:

21 All current and former non-exempt employees that worked for
22 DEFENDANTS in California at any time from one year plus 65 days
23 from filing of the initial Complaint through the present ("PAGA
24 Period").

25 19. PLAINTIFF is an "aggrieved employee," as that term is defined under Labor Code
26 section 2699(c), as he was employed by DEFENDANTS during the applicable statutory limitations
27 period and suffered one or more of the Labor Code violations set forth herein. Accordingly,
28 PLAINTIFF seeks to recover on behalf of himself, the State of California, and all other Aggrieved

1 Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.
2 PLAINTIFF has standing to bring a PAGA cause of action on behalf of the State and all Aggrieved
3 Employees, as he was jointly employed by DEFENDANTS and is thereby affected by one or more
4 of the alleged violations. *See Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th
5 745, 757. A PAGA plaintiff has authority to seek penalties for all known violations committed by
6 the employer – regardless of whether Plaintiff experienced all violations personally. *Id.* at 760-761.

7 **COMPLIANCE WITH PAGA’S NOTIFICATION REQUIREMENTS**

8 20. On August 5, 2022, PLAINTIFF, through his counsel, gave written notice by online
9 filing with the California Labor and Workforce Development Agency (“LWDA”) informing it that
10 DEFENDANTS failed to comply with California’s labor laws with regard to the allegations alleged
11 in this Complaint (“PAGA Letter”). The LWDA assigned PLAINTIFF the following case number
12 LWDA-CM-899935-22. PLAINTIFF, through his counsel, also sent the PAGA Letter to
13 DEFENDANTS via certified mail, on August 5, 2022.

14 21. The PAGA Letter outlined PLAINTIFF’s claims for violations of the California
15 Labor Code and the applicable wage orders on behalf of himself, the State of California and other
16 Aggrieved Employees.

17 22. The LWDA did not provide notice of its intention to investigate DEFENDANTS’
18 violations after expiration of the 65-day waiting time period, or at any time. To the extent any of the
19 alleged violations were curable, DEFENDANTS failed to cure within the time allotted by PAGA.
20 Accordingly, PLAINTIFF has exhausted the administrative remedies as required by Labor Code
21 section 2699.3. Consequently, PLAINTIFF’s right to file the instant lawsuit has duly accrued.

22 23. PLAINTIFF seeks to recover the PAGA civil penalties through a representative
23 action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
24 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

25 **FACTUAL AND LEGAL ALLEGATIONS**

26 24. During the PAGA Period, PLAINTIFF, and each of the Aggrieved Employees, were
27 employed by DEFENDANTS in the State of California as non-exempt employees. At all times
28 referenced herein, DEFENDANTS exercised control over PLAINTIFF, and Aggrieved Employees

1 and suffered and/or permitted them to work.

2 25. PLAINTIFF was employed by DEFENDANTS during the relevant period as a full-
3 time, non-exempt employee. PLAINTIFF worked for DEFENDANTS as a Medical Case Worker 2
4 and/or similar title(s) from in or around 1997 through in or around late December 2021 or early
5 January 2022. DEFENDANTS assigned PLAINTIFF to work at the Antelope Valley Mental Health
6 Center, DEFENDANTS' facility located at 349-A East Ave K-6, Lancaster, California 93535. From
7 in or about April 2020, through in or about December 2021, PLAINTIFF worked for
8 DEFENDANTS primarily from PLAINTIFF's home in Lancaster, California, while also working
9 at DEFENDANTS' facility in Lancaster approximately one day per week. PLAINTIFF regularly
10 worked at least ten (10) hours per day, at least four (4) days per week. DEFENDANTS paid
11 PLAINTIFF an hourly rate for time counted by DEFENDANTS as hours worked. Based on
12 information and belief, PLAINTIFF and other Aggrieved Employees were also compensated with
13 non-discretionary remuneration, such as but not limited to, non-discretionary bonuses/incentive pay
14 and/or other non-discretionary remuneration. For example, based on information and belief,
15 DEFENDANTS compensated PLAINTIFF with a non-discretionary bilingualism bonus each pay
16 period during the relevant period.

17 26. **Unpaid Minimum Wages.** DEFENDANTS failed to compensate PLAINTIFF and
18 Aggrieved Employees for all hours worked, resulting in the underpayment of minimum wages.
19 DEFENDANTS failed to compensate PLAINTIFF and Aggrieved Employees for all hours worked
20 by virtue of, including but not limited to, interrupted meal periods (described below), time-rounding
21 policies and practices, payment according to scheduled hours worked instead of actual time worked,
22 and mandated pre-shift/post-shift and/or other mandated off-the-clock work policies and practices.

23 27. PLAINTIFF and Aggrieved Employees were consistently unable to take
24 uninterrupted meal periods and/or were required to work through part or all their meal periods due
25 to the nature and constraints of their job duties and understaffing. For example, PLAINTIFF
26 estimates his meal periods were interrupted and/or cut short at least once per week due to the need
27 to assist clients, complete client interviews, answer work-related phone calls and/or complete other
28 work tasks. Nevertheless, PLAINTIFF and other Aggrieved Employees were instructed by their

1 supervisors to clock out for meal periods but to continue working during unpaid meal periods. For
2 example, based on information and belief, PLAINTIFF's supervisor instructed PLAINTIFF to
3 record and/or recorded that PLAINTIFF had taken a meal period from precisely 11:30 am to 12:00
4 pm each day irrespective of whether a full thirty-minute meal period was actually afforded. Based
5 on information and belief, despite failing to provide lawful uninterrupted meal periods,
6 DEFENDANTS implemented a policy and/or practice of automatically deducting at least thirty
7 minutes per shift for meal periods, despite having actual and/or constructive knowledge that the
8 purported meal periods were interrupted, thereby depriving PLAINTIFF and Aggrieved Employees
9 of all earned minimum wages.

10 28. Based on information and belief, Aggrieved Employees were not paid for all hours
11 worked due to DEFENDANTS' policy and/or practice of paying according to scheduled hours
12 worked instead of actual time worked, and/or mandated off-the clock work policies and/or practices.
13 For example, DEFENDANTS compensated PLAINTIFF only for scheduled hours worked rather
14 than all hours actually worked, by requiring PLAINTIFF and other Aggrieved Employees to sign a
15 time sheet that notated only the scheduled hours worked in the pay period. Based on information
16 and belief, DEFENDANTS instructed PLAINTIFF and other Aggrieved Employees to record their
17 scheduled shift start times and end times and/or record only scheduled total daily hours worked
18 regardless of when PLAINTIFF and other Aggrieved Employees actually started and stopped
19 working on those days, which did not account for pre-shift and/or post-shift off-the-clock work that
20 was not recorded and not compensated by DEFENDANTS and, as such, resulted in the significant
21 underpayment of wages owed to Aggrieved Employees. For example, to meet DEFENDANTS'
22 demands/deadlines, PLAINTIFF was consistently required to perform post-shift off-the-clock work,
23 such as, but not limited to, drafting notes/completing reports on clients, translating documents and/or
24 completing other work tasks. PLAINTIFF estimates this post-shift off-the-clock work resulted in at
25 least seven to fifteen minutes of work time each workday that was not compensated by
26 DEFENDANTS and, as such, resulted in the significant underpayment of minimum wages owed to
27 PLAINTIFF.

28 29. Moreover, PLAINTIFF and other Aggrieved Employees were required to perform

1 additional pre-shift and post shift off-the-clock work. For example, based on information and belief,
2 prior to the start of their scheduled shifts, PLAINTIFF and other Aggrieved Employees were
3 required to start and/or boot up DEFENDANTS' computer systems and/or software so as to have
4 all systems running at the start of the scheduled shift. As such, PLAINTIFF spent at least five to ten
5 minutes before each scheduled shift booting up and/or logging into and/or otherwise preparing
6 various work applications in order to begin his shift. This pre-shift work was off-the-clock and
7 uncompensated resulting in unpaid minimum wages.

8 30. Based on information and belief, DEFENDANTS failed to pay Aggrieved
9 Employees for time they were required to spend completing orientation, reviewing policy
10 questionnaires, and/or time spent completing the onboarding process including but not limited to
11 reviewing various documents and policies provided by DEFENDANTS. Based on information and
12 belief, this work time was completed off-the-clock and was not compensated, resulting in the
13 underpayment of minimum wages owed to PLAINTIFF and Aggrieved Employees.

14 31. Based on information and belief, DEFENDANTS rounded the start and end times of
15 employee meal periods and true shift start and end times resulting in PLAINTIFF and other
16 Aggrieved Employees not being paid all owed minimum wages for all time worked. On information
17 and belief, DEFENDANTS implemented a time-rounding system that as applied systematically
18 deprived PLAINTIFF and Aggrieved Employees of compensable time because the time-rounding
19 system implemented by DEFENDANTS would almost always, if not always, result in understating
20 actual compensable work time. DEFENDANTS' failure to pay for all time worked by virtue of its
21 time-rounding practices resulted in the underpayment of minimum wages owed to PLAINTIFF and
22 Aggrieved Employees.

23 32. DEFENDANTS' time rounding, automatic deduction policies and practices as well
24 as mandated off-the-clock work explained above resulted in a failure to account for all hours worked
25 and deprived PLAINTIFF and Aggrieved Employees of all owed minimum wages.

26 33. Based on information and belief, DEFENDANTS had actual or constructive
27 knowledge that its time-rounding and auto-deduction policies and practices and failure to provide
28 off-duty meal periods, payment according to scheduled hours rather than actual hours worked/other

1 off-the-clock work policies and practices described above, resulted in the underpayment of
2 minimum wages owed to PLAINTIFF and Aggrieved Employees.

3 34. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS
4 engaged in these same herein described unlawful practices with regard to all of the Aggrieved
5 Employees and that DEFENDANTS applied these same herein described unlawful practices to all
6 of their employees that it applied to PLAINTIFF.

7 **FIRST CAUSE OF ACTION**

8 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS**
9 **2698, *ET SEQ.***

10 **(On behalf of Plaintiff, Aggrieved Employees, and the State of California against all**
11 **Defendants)**

12 35. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

13 **Minimum Wage Violations**

14 36. California law provides that employees in California must be paid for all hours
15 worked, up to forty (40) hour per week or eight (8) hours per day, at a regular rate that is no less
16 than the mandated minimum wage. *See* Labor Code section 1197 and the applicable Wage Order.
17 The minimum wage standard applies to each hour employees worked for which they were not paid.
18 Therefore, an employer's failure to pay for any particular hour worked by an employee is unlawful
19 even if averaging an employee's total pay over all hours worked, paid or not, results in an average
20 hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.

21 37. As alleged above, DEFENDANTS violated California's minimum wage laws by
22 failing to compensate PLAINTIFF and the Aggrieved Employees for all hours worked by virtue of,
23 among other things, DEFENDANTS' time rounding policies and practices, payment according to
24 scheduled hours worked instead of actual time worked, mandated off-the-clock work policies and/or
25 practices, automatic deduction policies and practice for meal periods, and failure to relieve
26 employees of all duties/employer control during unpaid meal periods (described above).

27 38. DEFENDANTS had and continue to have a continuous policy of failing to pay
28 PLAINTIFF and Aggrieved Employees for all hours worked.

1 39. Based on information and belief, DEFENDANTS had and continue to have a
2 continuous policy of rounding PLAINTIFF's and Aggrieved Employees' start and end of shift times
3 and/or requiring PLAINTIFF and other Aggrieved Employees to only record scheduled hours
4 worked. Based on information and belief, DEFENDANTS' time-rounding system as applied
5 systematically deprived PLAINTIFF and other Aggrieved Employees of compensable time because
6 the time-rounding system implemented by DEFENDANTS would almost always, if not always,
7 result in understating actual compensable work time. DEFENDANTS' failure to pay for all time
8 worked by virtue of its time-rounding practices and/or payment according to scheduled hours rather
9 than actual hours worked resulted in the underpayment of minimum wages owed to PLAINTIFF
10 and other Aggrieved Employees. Based on further information and belief, DEFENDANTS had and
11 continue to have a continuous policy of rounding meal period start and end times and/or
12 automatically deducting thirty minutes per shift for meal periods that were not actually afforded,
13 resulting in unpaid minimum wages.

14 40. Based on information and belief, DEFENDANTS had and continue to have a
15 continuous policy of paying PLAINTIFF and Aggrieved Employees for scheduled hours, rather than
16 actual hours worked.

17 41. Based on information and belief, DEFENDANTS had and continue to have a
18 continuous policy of requiring PLAINTIFF and the Aggrieved Employees to perform work prior to
19 clocking in for their shifts and/or outside of their scheduled shift times and during uncompensated
20 meal periods, resulting in unpaid minimum wages.

21 42. Based on information and belief, DEFENDANTS had actual or constructive
22 knowledge that its time-rounding policies and practices, auto-deduction policies and practices for
23 meal periods, failing to relieve employees of all duties and employer control during unpaid meal
24 periods, mandated off-the-clock work, and policy/ practice of payment according to scheduled work
25 time rather than actual work time resulted in the underpayment of minimum wages owed to
26 PLAINTIFF and Aggrieved Employees.

27 43. Therefore, under the provisions of PAGA and Labor Code sections 558, 558.1, 1194,
28 1194.2, 1197, 1197.1, 2699, and all applicable Wage Orders, as well as all interpretations of these

laws by California Courts and administrative bodies, as well as any other law that is enforceable through PAGA, DEFENDANTS are liable for the following penalties:

- a. All statutorily-specified penalties recoverable under PAGA per the relevant California Labor Code provisions listed herein only if permitted by the PAGA statute; and
- b. Default PAGA penalties for any violation of the enumerated Labor Code violations without a civil penalty recoverable under PAGA, all in the default amounts provided by Labor Code section 2699(f).

44. The proper measure of penalties under PAGA is the number of violations, whether those violations were committed as against PLAINTIFF or any Aggrieved Employee, whether a party to this action or not.

45. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws, PLAINTIFF is entitled to recover civil penalties, costs, and attorney's fees.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for relief and judgment as follows on behalf of himself, the State of California, and the Aggrieved Employees:

1. For civil penalties according to proof (75% payable to the LWDA and 25% payable to Aggrieved Employees);
2. For reasonable attorney's fees and costs of suit; and
3. For such other and further relief that the Court deems just and proper.

Dated: October 11, 2022

CROSNER LEGAL, PC

By: 

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