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on behalf of herself and current and former aggrieved employees

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

GUADALUPE PORTILLA DE GOMEZ,
on behalf of herself and current and former
aggrieved employees

Plaintiff,

vs.

QUADRTECH CORPORATION; and DOES 1
to 100, inclusive,

Defendants.

Case No.: **23STCV01812**

PAGA ACTION

**PLAINTIFF GUADALUPE
PORTILLA DE GOMEZ'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 GUADALUPE PORTILLA DE GOMEZ, ("Plaintiff"), who
alleges and complains against Defendants QUADRTECH CORPORATION; 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
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 pay earned wages during
5 employment; statutory penalties for failure to provide accurate wage statements; statutory waiting
6 time penalties in the form of continuation wages for failure to timely pay employees all wages due
7 upon separation of employment. Plaintiff seeks on a representative basis, following notice to the
8 Labor and Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to
9 Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California,
10 and others aggrieved.

11 **II. JURISDICTION AND VENUE**

12 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
13 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
14 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
15 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
16 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
17 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
18 aggrieved California-based hourly non-exempt employees occurred in locations throughout
19 California, including but not limited to Los Angeles County, at 521 W. Rosecrans Ave, Gardena,
20 California 90248.

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

25 **III. PARTIES**

26 4. Plaintiff brings this action as a representative of the Labor and Workforce
27 Development Agency on behalf of himself and other current and former employees subject to
28 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is

1 filed include current, former and/or future employees of Defendants who work, worked, or will
2 work for Defendants as direct employees as well as temporary employees employed through temp
3 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
4 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
5 employed by Defendants in an hourly position at Defendants' location in Los Angeles from in or
6 around January 2000 until on or about May 27, 2022.

7 5. Plaintiff is informed and believes and thereon alleges that Defendant
8 QUADRTECH CORPORATION is authorized to do business within the State of California and is
9 doing business in the State of California and/or that Defendants DOES 1-50 are, and at all times
10 relevant hereto were persons acting on behalf of Defendant QUADRTECH CORPORATION in
11 the establishment of, or ratification of, the aforementioned illegal wage and hour practices or
12 policies. Defendant QUADRTECH CORPORATION operates in Los Angeles County and
13 employed Plaintiff and aggrieved employees in Los Angeles County, including but not limited to,
14 at 521 W. Rosecrans Ave, Gardena, California 90248.

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

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

26 8. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
27 sues said defendants by said fictitious names, and will amend this complaint when the true names
28 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as

1 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
2 named defendants is in some manner responsible for the events and allegations set forth in this
3 complaint.

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

7 **FIRST CAUSE OF ACTION**

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

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

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

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

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

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

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

27 15. In this case, Plaintiff and other current and former aggrieved California-based
28 hourly non-exempt employees worked more minutes per shift than Defendants credited them with

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

5 (a) "Rounding down" or "shaving down" Plaintiff's and similarly situated employees'
6 punches to the nearest quarter of an hour to the benefit of Defendants without paying Plaintiff and
7 similarly situated employees for this time;

8 (b) Automatically deducting 30-minutues from Plaintiff's and similarly situated
9 employees' daily hours worked and attributing that time to a meal break, regardless of whether
10 Plaintiff and similarly situated employees were provided duty-free meal breaks and despite that
11 Defendants routinely failed to provide Plaintiff and similarly situated employees were provided
12 duty-free meal breaks;

13 (c) Requiring Plaintiff and other current and former aggrieved California-based hourly
14 non-exempt employees to travel to and from a designated area away from their workstations while
15 off-the-clock during meal periods rendering their meal periods on-duty without paying them for
16 their travel time;

17 (d) Requiring Plaintiff and other current and former aggrieved California-based hourly
18 non-exempt employees who work in Defendants' gold department, to undergo off-the-clock
19 security checks before and after their shift and during their off-the-clock meal breaks;

20 (e) From June 2021 through the present, Defendant required Plaintiff and other current
21 and former aggrieved California-based hourly non-exempt employees to line up to wait to undergo
22 off-the-clock COVID-19 temperature checks, prior to being permitted to clock in for the start of
23 their shift.

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

1 Wage Order.

2 17. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
3 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
4 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
5 which includes all time that an employee is under control of the employer and all time the
6 employee is suffered and permitted to work. This includes the time an employee spends, either
7 directly or indirectly, performing services that inure to the benefit of the employer.’

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

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

16 Labor Code section 510.

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

20 (a) “Rounding down” or “shaving down” Plaintiff’s and similarly situated employees’
21 punches to the nearest quarter of an hour to the benefit of Defendants without paying Plaintiff and
22 similarly situated employees for this time;

23 (b) Automatically deducting 30-minutues from Plaintiff’s and similarly situated
24 employees’ daily hours worked and attributing that time to a meal break, regardless of whether
25 Plaintiff and similarly situated employees were provided duty-free meal breaks and despite that
26 Defendants routinely failed to provide Plaintiff and similarly situated employees were provided
27 duty-free meal breaks;

28 (c) Requiring Plaintiff and other current and former aggrieved California-based hourly

1 non-exempt employees to travel to and from a designated area away from their workstations while
2 off-the-clock during meal periods rendering their meal periods on-duty without paying them for
3 their travel time;

4 (d) Requiring Plaintiff and other current and former aggrieved California-based hourly
5 non-exempt employees who work in Defendants' gold department, to undergo off-the-clock
6 security checks before and after their shift and during their off-the-clock meal breaks;

7 (e) From June 2021 through the present, Defendant required Plaintiff and other current
8 and former aggrieved California-based hourly non-exempt employees to line up to wait to undergo
9 off-the-clock COVID-19 temperature checks, prior to being permitted to clock in for the start of
10 their shift.

11 20. Additionally, Plaintiff alleges that when she and other current and former aggrieved
12 California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay
13 them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all
14 remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a
15 policy, practice, and/or procedure of failing to include all remuneration such as, for example,
16 performance bonuses, when calculating Plaintiff and other current and former aggrieved
17 California-based hourly non-exempt employees regular rate of pay for the purpose of paying
18 overtime.

19 21. The foregoing policies, practices, and/or procedures resulted in time during each
20 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
21 employees were under the control of Defendants but were not compensated. To the extent that the
22 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
23 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
24 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
25 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
26 sections 510 and 1194 and the applicable Wage Order.

27 22. **Failure to pay wages to hourly non-exempt employees for workdays that**
28 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other

1 current and former aggrieved California-based hourly non-exempt employees regularly worked
2 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

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

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

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

22 (a) Automatically deducting 30-minutes from Plaintiff and other current and former
23 aggrieved California-based hourly non-exempt employees daily hours worked and attributing that
24 time to a meal break, regardless of whether Plaintiff and other current and former aggrieved
25 California-based hourly non-exempt employees were provided duty-free meal breaks and despite
26 that Defendants routinely failed to provide Plaintiff and other current and former aggrieved
27 California-based hourly non-exempt employees duty-free meal breaks;

28 (b) Defendant required Plaintiff and other current and former aggrieved California-

1 based hourly non-exempt employees who work in the gold department, to undergo off-the-clock
2 security checks during their off-the-clock meal breaks;

3 (c) Requiring Plaintiff and other current and former aggrieved California-based hourly
4 non-exempt employees to travel to and from a designated area away from their workstations
5 during meal periods resulting in meal periods being cut short without paying them for their travel
6 time;

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

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

22 28. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff
23 and other current and former aggrieved California-based hourly non-exempt employees not
24 receiving wages to compensate them for workdays during which Defendants did not provide them
25 with meal periods in compliance with California law.

26 29. **Failure to pay wages to hourly non-exempt employees for workdays that**
27 **Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other
28 current and former aggrieved California-based hourly non-exempt employees regularly worked

1 shifts of more than three-and-a-half (3.5) hours.

2 30. California law requires every employer to authorize and permit an employee a rest
3 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
4 Code section 226.7; Wage Order 1 at §12. Under California law, “[e]mployees are entitled to 10
5 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more
6 than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so
7 on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code
8 section 226.7; Wage Order 1 at §12. Rest periods, insofar as practicable, shall be in the middle of
9 each work period. Wage Order 1 at §12. Additionally, the rest period requirement “obligates
10 employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM*
11 *Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must
12 relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

13 31. If the employer fails to authorize or permit a required rest period, the employer
14 must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday
15 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;
16 Wage Order 1 at § 12.

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

21 (a) Failing to provide rest periods and further failing to inform Plaintiff and other
22 current and former aggrieved California-based hourly non-exempt employees of their right to take
23 rest breaks for every four (4) hours worked on major fraction thereof.

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

1 34. Finally, on occasions when Defendants did pay Plaintiff and other current and
2 former aggrieved California-based hourly non-exempt employees a “premium” wage for late,
3 missed, short, on-premise, on-duty, and/or interrupted rest periods, Defendants failed to pay the
4 one (1) additional hour of pay at Plaintiff and other current and former aggrieved California-based
5 hourly non-exempt employees regular rate of compensation. Specifically, Defendants maintained a
6 policy, practice, and/or procedure of failing to include all remuneration such as, for example,
7 performance bonuses, when calculating Plaintiff and other current and former aggrieved
8 California-based hourly non-exempt employees regular rate of compensation for the purpose of
9 paying rest period premium wages.

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

14 36. **Failure to timely pay earned wages during employment:** In California, wages
15 must be paid at least twice during each calendar month on days designated in advance by the
16 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
17 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
18 16th and the 26th day of that month and wages earned between the 16th and the last day,
19 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
20 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
21 paid within seven (7) calendar days following the close of the payroll period in which wages were
22 earned. Labor Code section 204(d).

23 37. As a derivative of Plaintiff’s claims above, Plaintiff alleges that Defendants failed
24 to timely pay Plaintiff’s and other current and former aggrieved California-based hourly non-
25 exempt employees’ earned wages (including minimum wages, overtime wages, meal period
26 premium wages and/or rest period premium wages), in violation of Labor Code section 204.
27 Defendants’ aforementioned policies, practices, and/or procedures resulted in their failure to pay
28 Plaintiff’s and other current and former aggrieved California-based hourly non-exempt employees’

1 their earned wages within the applicable time frames outlined in Labor Code section 204.

2 **38. Failure to provide complete and accurate wage statements:** Labor Code section
3 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
4 employee his or her wages, the employer must “furnish each of his or her employees ... an
5 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
6 employee, except for any employee whose compensation is solely based on a salary and who is
7 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
8 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
9 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
10 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
11 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
12 name of the employee and his or her social security number, (8) the name and address of the legal
13 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
14 the corresponding number of hours worked at each hourly rate by the employee.”

15 **39.** As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
16 and other current and former aggrieved California-based hourly non-exempt employees all wages
17 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest
18 period premium wages) rendered Plaintiff’s and other current and former aggrieved California-
19 based hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code
20 section 226.

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

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

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

2 42. Defendants' violations of Wage Order 1 constituted violations of Labor Code
3 section 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

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

8 44. Plaintiff has complied with the procedures for bringing suit specified in Labor
9 Code section 2699.3. On November 23, 2022, Plaintiff filed a PAGA Claim Notice with the
10 LWDA and provided notice to Defendants by certified mail which provided notice of the specific
11 provisions of the Labor Code alleged to have been violated, including the facts and theories to
12 support the violations alleged.

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

18 46. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
19 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226, 226.7, 510,
20 512, 1194, 1197, beginning one (1) year preceding Plaintiff sending the initial PAGA Claim
21 Notice to the LWDA to the present, in the following amounts:

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

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

1 established by Labor Code section 226.3].

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

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

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

12 **PRAYER FOR RELIEF**

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

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

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

18 2. For any and all legally applicable penalties during the relevant statute of limitations
19 subject to any permissible tolling, including but not limited to those recoverable under the
20 California Labor Code, including but not limited to section 2699(f);

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

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

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1 Dated: January 27, 2023

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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3 By: *Vincent C. Granberry*
4 Joseph Lavi, Esq.
5 Vincent C. Granberry, Esq.
6 Pooja V. Patel, Esq.
7 Courtney M. Miller, Esq.
8 Attorneys for Plaintiff
9 GUADALUPE PORTILLA DE GOMEZ,
10 on behalf of herself and current and former
11 aggrieved employees
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