

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Danielle E. Montero, Esq. (SBN 333945)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
dmontero@lelawfirm.com
WHT2@lelawfirm.com

Attorneys for Plaintiff ALEXIS BECK,
on behalf of herself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF PALM SPRINGS**

ALEXIS BECK, on behalf of herself and current
and former aggrieved employees
Plaintiff,

vs.

MED FOR AMERICA, INC.; DREAMFIELDS
BRANDS, INC.; and DOES 1 to 100, inclusive,
Defendants.

Case No.: **CVP82301105**

PAGA ACTION

**PLAINTIFF ALEXIS BECK'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff ALEXIS BECK ("Plaintiff"), who alleges and complains against
Defendants MED FOR AMERICA, INC.; DREAMFIELDS BRANDS, INC.; 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
hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure

1 to authorize or permit all legally required and/or compliant meal periods or pay meal period
2 premium wages; failure to authorize or permit all legally required and/or compliant rest periods or
3 pay rest period premium wages; statutory penalties for failure to timely pay earned wages during
4 employment; statutory penalties for failure to provide accurate wage statements; statutory waiting
5 time penalties in the form of continuation wages for failure to timely pay employees all wages due
6 upon separation of employment. Plaintiff seeks on a representative basis, following notice to the
7 Labor and Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to
8 Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California,
9 and others aggrieved.

10 **II. JURISDICTION AND VENUE**

11 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
12 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
13 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
14 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
15 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
16 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
17 aggrieved California-based hourly non-exempt employees occurred in locations throughout
18 California, including but not limited to Riverside County, at 65441 Two Bunch Palms Trail,
19 Desert Hot Springs, California 92240.

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

24 **III. PARTIES**

25 1. Plaintiff brings this action as a representative of the Labor and Workforce
26 Development Agency on behalf of herself and other current and former employees subject to
27 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
28 filed include current, former and/or future employees of Defendants who work, worked, or will

1 work for Defendants as direct employees as well as temporary employees employed through temp
2 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
3 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
4 employed by Defendants in an hourly position at Defendants' location in Riverside from in or
5 around May 31, 2021, until on or about September 9, 2022.

6 2. Plaintiff is informed and believes and thereon alleges that Defendant MED FOR
7 AMERICA, INC. is authorized to do business within the State of California and is doing business
8 in the State of California and/or that Defendants DOES 1-25 are, and at all times relevant hereto
9 were persons acting on behalf of Defendant MED FOR AMERICA, INC. in the establishment of,
10 or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant MED
11 FOR AMERICA, INC. operates in Riverside County and employed Plaintiff and aggrieved
12 employees in Riverside County, including but not limited to, at 65441 Two Bunch Palms Trail,
13 Desert Hot Springs, California 92240.

14 3. Plaintiff is informed and believes and thereon alleges that Defendant
15 DREAMFIELDS BRANDS, INC. is authorized to do business within the State of California and
16 is doing business in the State of California and/or that Defendants DOES 26-50 are, and at all
17 times relevant hereto were persons acting on behalf of Defendant DREAMFIELDS BRANDS,
18 INC. in the establishment of, or ratification of, the aforementioned illegal wage and hour practices
19 or policies. Defendant DREAMFIELDS BRANDS, INC. operates in Riverside County and
20 employed Plaintiff and aggrieved employees in Riverside County, including but not limited to, at
21 65441 Two Bunch Palms Trail, Desert Hot Springs, California 92240.

22 4. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
23 through 50 are corporations, or are other business entities or organizations of a nature unknown to
24 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
25 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
26 working conditions of employment of Plaintiff and aggrieved employees.

27 5. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
28 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued

1 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
2 supervisor, independent contractor and/or employee of each defendant who violated or caused to
3 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of
4 the Industrial Welfare Commission's wage orders regulating hours and days of work.

5 6. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
6 sues said defendants by said fictitious names, and will amend this complaint when the true names
7 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
8 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
9 named defendants is in some manner responsible for the events and allegations set forth in this
10 complaint.

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

14 **FIRST CAUSE OF ACTION**

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

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

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

18 8. Plaintiff incorporates all paragraphs above as though fully set forth herein.

19 9. During the period beginning one (1) year preceding Plaintiff sending the initial
20 PAGA Claim Notice to the LWDA to the present, Defendants violated Labor Code sections 201,
21 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, and Sections 14 and 15 of the applicable Wage
22 Orders.

23 10. Specifically, Defendants have committed the following violations of California
24 Labor Code:

25 11. **Failure to pay wages for all hours worked at the legal minimum wage:**
26 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
27 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
28 which includes all time that an employee is under control of the employer and all time the

1 employee is suffered and permitted to work. This includes the time an employee spends, either
2 directly or indirectly, performing services which inure to the benefit of the employer.

3 12. Labor Code sections 1194 and 1197 require an employer to compensate employees
4 for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the
5 Wage Orders.

6 13. In this case, Plaintiff and other current and former aggrieved California-based
7 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
8 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
9 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
10 wage for all hours worked due to Defendants’ policies, practices, and/or procedures including, but
11 not limited to:

12 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
13 non-exempt employees to line up to wait to undergo and undergo off-the-clock security checks,
14 including bag checks and hat checks, prior to being permitted to clock-in for their start shifts; and

15 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
16 non-exempt employees to line up to wait to undergo and undergo off-the-clock security checks,
17 including bag checks and hat checks, while off-the-clock during meal breaks if Plaintiff and other
18 current and former aggrieved California-based hourly non-exempt employees wished to leave
19 Defendants’ premises during their meal breaks.

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

26 15. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
27 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
28 employees. In California, an employer is required to pay hourly employees for all “hours worked,”

1 which includes all time that an employee is under control of the employer and all time the
2 employee is suffered and permitted to work. This includes the time an employee spends, either
3 directly or indirectly, performing services that inure to the benefit of the employer.’

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

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

15 Labor Code section 510.

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

19 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
20 non-exempt employees to line up to wait to undergo and undergo off-the-clock security checks,
21 including bag checks and hat checks, prior to being permitted to clock-in for their start shifts; and

22 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
23 non-exempt employees to line up to wait to undergo and undergo off-the-clock security checks,
24 including bag checks and hat checks, while off-the-clock during meal breaks if Plaintiff and other
25 current and former aggrieved California-based hourly non-exempt employees wished to leave
26 Defendants’ premises during their meal breaks.

27 18. Overtime is based upon an employee’s regular rate of pay. “The regular rate at
28 which an employee is employed shall be deemed to include all remuneration for employment paid
to, or on behalf, of the employee.” See Division of Labor Standards Enforcement – Enforcement
Policies and Interpretations Manual, Section 49.1.2.

19. In this case, Plaintiff alleges that when she and other current and former aggrieved

1 California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay
2 them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all
3 remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a
4 policy, practice, and/or procedure of failing to include all remuneration including, but not limited
5 to, for example "bonus pay" and "attendance bonus" when calculating Plaintiff and other current
6 and former aggrieved California-based hourly non-exempt employees regular rate of pay for the
7 purpose of paying overtime wages

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

16 21. **Failure to pay wages to hourly non-exempt employees for workdays that**
17 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other
18 current and former aggrieved California-based hourly non-exempt employees regularly worked
19 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

20 22. California law requires an employer to authorize or permit an employee an
21 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
22 all duties and the employer relinquishes control over the employee's activities prior to the
23 employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 1 at §11; *Brinker*
24 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
25 employee for a work period of more than ten (10) hours per day without providing the employee
26 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
27 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
28 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal

1 period is only permitted when: (1) the nature of the work prevents an employee from being
2 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

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

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

11 (a) Discouraging meal breaks by requiring Plaintiff and other current and former
12 aggrieved California-based hourly non-exempt employees to be subjected to off-the-clock security
13 checks, including bag checks and hat checks during meal breaks if Plaintiff and other current and
14 former aggrieved California-based hourly non-exempt employees wished to leave Defendants'
15 premises during their meal breaks; and

16 (b) Failing to provide duty-free meal breaks and/or 30-minute meal breaks by requiring
17 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to
18 be subjected to off-the-clock security checks, including bag checks and hat checks, during meal
19 breaks.

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

26 26. Finally, on occasions when Defendants paid Plaintiff and other current and former
27 aggrieved California-based hourly non-exempt employees a "premium" wage for late, missed,
28 short, on-premise, on-duty, and/or interrupted meal periods, Defendants failed to pay the one (1)

1 additional hour of pay at Plaintiff and other current and former aggrieved California-based hourly
2 non-exempt employees regular rate of compensation. Specifically, Defendants maintained a
3 policy, practice, and/or procedure of failing to include all remuneration including, but not limited
4 to, for example “bonus pay” and “attendance bonus” when calculating Plaintiff and other current
5 and former aggrieved California-based hourly non-exempt employees regular rate of
6 compensation for the purpose of paying meal period premium wages.

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

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

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

26 30. If the employer fails to authorize or permit a required rest period, the employer
27 must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday
28 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;

1 Wage Order 1 at § 12.

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

6 (a) Discouraging duty-free rest breaks by requiring Plaintiff and other current and
7 former aggrieved California-based hourly non-exempt employees who wished to leave
8 Defendants' premises during rest breaks to be subjected to security checks, including bag checks
9 and hat checks; and

10 (b) Failing to provide Plaintiff and other current and former aggrieved California-based
11 hourly non-exempt employees timely, uninterrupted, duty-free rest periods of a net ten (10)
12 minutes for each four-hour period of work or major fraction thereof.

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

18 33. Finally, on occasions when Defendants did pay Plaintiff and other current and
19 former aggrieved California-based hourly non-exempt employees a "premium" wage for late,
20 missed, short, on-premise, on-duty, and/or interrupted rest periods, Defendants failed to pay the
21 one (1) additional hour of pay at Plaintiff and other current and former aggrieved California-based
22 hourly non-exempt employees regular rate of compensation. Specifically, Defendants maintained a
23 policy, practice, and/or procedure of failing to include all remuneration including, but not limited
24 to, for example "bonus pay" and "attendance bonus" when calculating Plaintiff and other current
25 and former aggrieved California-based hourly non-exempt employees regular rate of
26 compensation for the purpose of paying rest period premium wages.

27 34. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
28 and other current and former aggrieved California-based hourly non-exempt employees not

1 receiving wages to compensate them for workdays in which Defendants did not provide them with
2 rest periods in compliance with California law.

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

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

19 **37. Failure to provide complete and accurate wage statements:** Labor Code section
20 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
21 employee his or her wages, the employer must "furnish each of his or her employees ... an
22 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
23 employee, except for any employee whose compensation is solely based on a salary and who is
24 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
25 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
26 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
27 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
28 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the

1 name of the employee and his or her social security number, (8) the name and address of the legal
2 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
3 the corresponding number of hours worked at each hourly rate by the employee.”

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

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

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

19 41. Defendants’ violations of Wage Order 1 constituted violations of Labor Code
20 section 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

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

25 43. Plaintiff has complied with the procedures for bringing suit specified in Labor
26 Code section 2699.3. On December 30, 2022, Plaintiff filed a PAGA Claim Notice with the
27 LWDA and provided notice to Defendants by certified mail which provided notice of the specific
28 provisions of the Labor Code alleged to have been violated, including the facts and theories to

1 support the violations alleged.

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

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

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

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

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

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

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

1 **PRAYER FOR RELIEF**

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

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

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

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

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

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

14
15 Dated: March 6, 2023

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

16
17 By:



Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Danielle E. Montero, Esq.
Attorneys for Plaintiff
ALEXIS BECK,
on behalf herself and current and former
aggrieved employees