

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Randolph Hammock

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 BERTHA L. FIGUEROA,
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**

BERTHA L. FIGUEROA, on behalf of herself
and current and former aggrieved employees

Plaintiff,

vs.

VETS SECURING AMERICA, INC.;
AMERICAN GUARD SERVICES, INC.; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: 23STCV04708

PAGA ACTION

**PLAINTIFF BERTHA L.
FIGUEROA'S COMPLAINT FOR:**

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

COMES NOW BERTHA L. FIGUEROA ("Plaintiff"), who alleges and complains against
Defendants VETS SECURING AMERICA, INC; AMERICAN GUARD SERVICES, 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

1 hours worked at minimum wage and overtime hours worked at the overtime rate of pay due;
2 failure 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; indemnification for all necessary expenditures or losses incurred
5 by employees in direct consequence of discharging their duties; statutory penalties for failure to
6 timely pay earned wages during employment; statutory penalties for failure to provide accurate
7 wage statements; statutory waiting time penalties in the form of continuation wages for failure to
8 timely pay employees all wages due upon separation of employment. Plaintiff seeks on a
9 representative basis, following notice to the Labor and Workforce Development Agency, civil
10 penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought
11 on behalf of Plaintiff, the State of California, and others aggrieved.

12 **II. JURISDICTION AND VENUE**

13 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
14 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
15 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
16 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
17 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
18 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
19 aggrieved California-based hourly non-exempt employees occurred in locations throughout
20 California, including but not limited to Los Angeles County, at 1125 W. 190th Street, Gardena,
21 California 90248.

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

26 **III. PARTIES**

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

1 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
2 filed include current, former and/or future employees of Defendants who work, worked, or will
3 work for Defendants as direct employees as well as temporary employees employed through temp
4 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
5 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
6 employed by Defendants in an hourly position at Defendants' location in Los Angeles from in or
7 around September 2016, until on or about March 20, 2020.

8 5. Plaintiff is informed and believes and thereon alleges that Defendant VETS
9 SECURING AMERICA, INC. is authorized to do business within the State of California and is
10 doing business in the State of California and/or that Defendants DOES 1-25 are, and at all times
11 relevant hereto were persons acting on behalf of Defendant VETS SECURING AMERICA, INC.
12 in the establishment of, or ratification of, the aforementioned illegal wage and hour practices or
13 policies. Defendant VETS SECURING AMERICA, INC. operates in Los Angeles County and
14 employed Plaintiff and aggrieved employees in Los Angeles County, including but not limited to,
15 at 1125 W. 190th Street, Gardena, California 90248.

16 6. Plaintiff is informed and believes and thereon alleges that Defendant AMERICAN
17 GUARD SERVICES, INC. is authorized to do business within the State of California and is doing
18 business in the State of California and/or that Defendants DOES 26-50 are, and at all times
19 relevant hereto were persons acting on behalf of Defendant AMERICAN GUARD SERVICES,
20 INC. in the establishment of, or ratification of, the aforementioned illegal wage and hour practices
21 or policies. Defendant AMERICAN GUARD SERVICES, INC. operates in Los Angeles County
22 and employed Plaintiff and aggrieved employees in Los Angeles County, including but not limited
23 to, at 1125 W. 190th Street, Gardena, California 90248.

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

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

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

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

FIRST CAUSE OF ACTION

CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS

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

(Against all Defendants by Plaintiff)

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

12. During the period beginning one (1) year preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, Defendants violated Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 2802 and Sections 14 and 15 of the applicable Wage Orders.

13. Specifically, Defendants have committed the following violations of California Labor Code:

14. **Failure to pay wages for all hours worked at the legal minimum wage:**
Defendants employed many of their employees, including Plaintiff, as hourly non-exempt

1 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
2 which includes all time that an employee is under control of the employer and all time the
3 employee is suffered and permitted to work. This includes the time an employee spends, either
4 directly or indirectly, performing services which inure to the benefit of the employer.

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

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

14 (a) “Rounding” down or “shaving” Plaintiff’s and similarly situated employees’ total
15 daily hours at the time of their clock-in and clock-out, including at the time of their clock in and
16 clock out for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants;

17 (b) Automatically deducting thirty (30) minutes from Plaintiff and other current and
18 former aggrieved California-based hourly non-exempt employees total daily hours worked and
19 attributed to an off-duty meal period despite employees not being provided duty-free 30-minute
20 meal breaks;

21 (c) Requiring Plaintiff and other current and former aggrieved California-based hourly
22 non-exempt employees who worked single guard posts to remain on-duty during their meal
23 periods because no other guard available to relieve of work duties during meal breaks; and

24 (d) Failing to provide duty-free meal breaks because of Defendants’ requirement
25 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
26 keep their personal cell phone on and be monitored at all times during their shift, including during
27 meal breaks.

28 17. Therefore, Defendants suffered, permitted, and required Plaintiff and other current

1 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants’
2 control without paying wages for that time. This resulted in Plaintiff and other current and former
3 aggrieved California-based hourly non-exempt employees working time for which they were not
4 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
5 Wage Order.

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

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

15 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
16 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
17 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
18 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve
19 (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.

20 Labor Code section 510.

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

24 (a) “Rounding” down or “shaving” Plaintiff’s and similarly situated employees’ total
25 daily hours at the time of their clock-in and clock-out, including at the time of their clock in and
26 clock out for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants;

27 (b) Automatically deducting thirty (30) minutes from Plaintiff and other current and
28 former aggrieved California-based hourly non-exempt employees total daily hours worked and

1 attributed to an off-duty meal period despite employees not being provided duty-free 30-minute
2 meal breaks;

3 (c) Requiring Plaintiff and other current and former aggrieved California-based hourly
4 non-exempt employees who worked single guard posts to remain on-duty during their meal
5 periods because no other guard available to relieve of work duties during meal breaks; and

6 (d) Failing to provide duty-free meal breaks because of Defendants' requirement
7 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
8 keep their personal cell phone on and be monitored at all times during their shift, including during
9 meal breaks.

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

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

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

1 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
2 shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal
3 period is only permitted when: (1) the nature of the work prevents an employee from being
4 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

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

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

13 (a) Rounding” down or “shaving” Plaintiff and other current and former aggrieved
14 California-based hourly non-exempt employees hours worked at the time of their clock in and
15 clock out for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants;

16 (b) Automatically deducting thirty (30) minutes from Plaintiff and other current and
17 former aggrieved California-based hourly non-exempt employees’ total daily hours worked and
18 attributed to an off-duty meal period despite employees not being provided duty-free 30-minute
19 meal breaks;

20 (c) Requiring Plaintiff and other current and former aggrieved California-based hourly
21 non-exempt employees who worked single guard posts to remain on-duty during their meal
22 periods because no other guard available to relieve of work duties during meal breaks; and

23 (d) Failing to provide duty-free meal breaks because of Defendants’ requirement
24 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
25 keep their personal cell phone on and be monitored at all times during their shift, including during
26 meal breaks.

27 26. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
28 procedure of failing to compensate Plaintiff and other current and former aggrieved California-

1 based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each
2 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
3 employees did not receive legally required and compliant meal periods, in violation of Labor Code
4 section 226.7.

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

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

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

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

28 31. In this case, Defendants failed to authorize or permit all legally required and

1 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
2 non-exempt employees due to Defendants' policies, practices, and/or procedures including, but not
3 limited to:

4 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
5 non-exempt employees who worked single guard posts to remain on-duty during their rest periods
6 because no other guard available to relieve of work duties during rest breaks; and

7 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
8 non-exempt employees to keep their personal cell phone on and be monitored at all times during
9 their shift, including during rest breaks.

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

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

19 34. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**
20 **Employment:** California law requires that every employer must indemnify its employees for all
21 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at
22 the obedience of the directions of the employer. Moreover, an employer is prohibited from passing
23 the ordinary business expenses and losses of the employer onto the employee. (Lab. Code, §
24 2802.)

25 35. Defendants have violated Labor Code Section 2802 by failing to indemnify
26 Plaintiff and other current and former aggrieved California-based non-exempt hourly employees'
27 necessary expenditures they incurred in the discharge of their duties. Specifically, Defendants
28 employed a policies, practices, and/or procedures included, but were not limited to, requiring

1 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to
2 use or purchase their own tools and/or resources in order to work for Defendants, including but not
3 limited to their cell phone (including both telephone use and cellular data use) for work-related
4 purposes - without reimbursing Plaintiff and similarly situated employees for such use.

5 36. Moreover, Defendants employed policies and procedures which ensured Plaintiff
6 and aggrieved employees would not receive indemnification for their employment related
7 expenses. This practice resulted in Plaintiff and aggrieved employees not receiving such
8 indemnification in compliance with California law.

9 37. Therefore, Defendants are liable to Plaintiff and aggrieved employees for their
10 employment related expenses, including but not limited to costs related to use of their personal
11 cell phones and costs associated with their uniforms pursuant to Labor Code section 2802.

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

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

28 40. **Failure to provide complete and accurate wage statements:** Labor Code section

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

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

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

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

44. Defendants’ violations of Wage Order 4 constituted violations of Labor Code

1 section 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

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

6 46. Plaintiff has complied with the procedures for bringing suit specified in Labor
7 Code section 2699.3. On December 27, 2022, Plaintiff filed a PAGA Claim Notice with the
8 LWDA and provided notice to Defendants by certified mail which provided notice of the specific
9 provisions of the Labor Code alleged to have been violated, including the facts and theories to
10 support the violations alleged.

11 47. On February 28, 2022, Plaintiff filed an Amended PAGA Claim Notice with the
12 LWDA and provided notice to Defendants by certified mail which provided notice of the specific
13 provisions of the Labor Code alleged to have been violated, including the facts and theories to
14 support the violations alleged

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

20 49. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
21 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226, 226.7, 510,
22 512, 1194, 1197, 1198, and 2802, beginning one (1) year preceding Plaintiff sending the initial
23 PAGA Claim Notice to the LWDA to the present, in the following amounts:

24 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, 512, 1198,
25 and 2802; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
26 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
27 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

28 b. For violations of Labor Code section 226, two hundred fifty dollars (\$250)

1 for each employee for each pay period for the initial violation, and for each subsequent violation,
2 one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts
3 established by Labor Code section 226.3].

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

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

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

14 **PRAYER FOR RELIEF**

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

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

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

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

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

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

1 Dated: March 3, 2023

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

2
3 By: *Vincent C. Granberry*
4 Joseph Lavi, Esq.
5 Vincent C. Granberry, Esq.
6 Danielle E. Montero, Esq.
7 Attorneys for Plaintiff
8 BERTHA L. FIGUEROA,
9 on behalf of herself and current and former
10 aggrieved employees
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28