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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF ~~LOS ANGELES~~ RIVERSIDE**

11 DAVINA GARCIA, an individual, on behalf of
12 herself and all other aggrieved employees,

13 Plaintiff,

14 vs.

15 RN RESTAURANTS LLC, a California limited
16 liability company; RAMESH DHAWAN, an
17 individual, NEETA DHAWAN, an individual,
18 and DOES 1 through 10 inclusive,

19 Defendants.
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Case No. **CVRI2301574**

**REPRESENTATIVE ACTION
COMPLAINT FOR VIOLATION OF
THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (CAL. LAB.
CODE §§ 2698, ET SEQ.)**

1 Plaintiff DAVINA GARCIA (“Plaintiff”), individually and on behalf of other aggrieved
2 employees, hereby brings this representative action Complaint pursuant to the Private Attorneys
3 General Act of 2004 (“PAGA”), California Labor Code Sections 2698, *et seq.*, against RN
4 RESTAURANTS LLC, a California limited liability company (“RNR”); RAMESH DHAWAN, and
5 NEETA DHAWAN, and DOES 1 through 10 inclusive (collectively, “Defendants”), and hereby
6 alleges with knowledge with respect to her own acts and on information and belief as to other matters
7 as follows:

8 **INTRODUCTION**

9 1. This representative PAGA action, pursuant to Labor Code Sections 2698, *et seq.*, is
10 brought by Plaintiff on behalf of herself and all current and former employees of Defendants employed
11 in California during the PAGA Period (collectively, “Aggrieved Employees”). The term “PAGA
12 Period” is defined as commencing from one year prior to the submission of Plaintiff’s notice of Labor
13 Code violations to the Labor and Workforce Development Agency (“LWDA”) and Defendants
14 through the date of trial.

15 2. During the PAGA Period, Plaintiff and Aggrieved Employees were employed by
16 Defendants and performed work for Defendants at various locations throughout Southern California.

17 3. Defendants have engaged in a systematic pattern of wage and hour violations under the
18 California Labor Code (“Labor Code”). During the PAGA Period, Defendants maintained a consistent
19 practice and policy of violating state wage and hour laws by, among other things, failing to pay all
20 wages (including minimum, regular, overtime, and double time wages), failing to provide compliant
21 meal and rest periods or compensation in lieu thereof, failing to timely pay all wages due upon
22 separation of employment, failing to pay all gratuities/tips, failing to provide accurate itemized wage
23 statements, failing to maintain accurate records of hours worked, failing to reimburse business
24 expenses, and failing to provide a place of employment that was safe and healthful.

25 4. Plaintiff’s representative PAGA action is brought under, *inter alia*, the California
26 Industrial Welfare Commission (“IWC”) Wage Orders and applicable provisions of the California
27 Code of Regulations, California Code of Civil Procedure Section 1021.5, and Labor Code Sections
28 201, 202, 203, 204, 206, 210, 221, 223, 226, 226.3, 226.7, 227.3, 351, 510, 511, 512, 558, 558.1, 1174,

1 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 6400, 6401, 6401.7, 6402, and 6403.

2 5. Plaintiff brings this representative action on behalf of herself and other Aggrieved
3 Employees and seeks civil penalties, attorneys' fees, and costs pursuant to Labor Code Sections 1194.2
4 and 2698, *et seq.* against Defendants.

5 **JURISDICTION AND VENUE**

6 6. This Court has jurisdiction over all causes of action asserted herein pursuant to the
7 California Constitution, Article VI, Section 10, which grants the superior courts original jurisdiction
8 in all cases except those given to other trial courts. The sole cause of action alleged in this Complaint
9 arises under California law. Further, this is a representative PAGA action and the monetary damages,
10 restitution, penalties, and other amounts sought by Plaintiff exceed the minimal jurisdictional limit of
11 this Court and will be established according to proof at trial. In addition, PAGA penalties cannot be
12 aggregated to meet the jurisdictional threshold for diversity jurisdiction in federal court.

13 7. This Court has personal jurisdiction over all Defendants because each defendant has
14 sufficient minimum contacts with California, having intentionally availed itself of the California forum
15 so as to render the exercise of jurisdiction over it by this Court consistent with traditional notions of
16 fair play and substantial justice.

17 8. Venue in Los Angeles County is proper under California Business & Professions Code
18 Section 17203 and California Code of Civil Procedure Section 395.5 because a substantial part of
19 Defendants' unlawful conduct, acts, and omissions alleged in this Complaint occurred in this County,
20 Defendants conduct substantial business in this County, and/or Defendants' liability arose in this
21 County.

22 **PARTIES**

23 9. Plaintiff DAVINA GARCIA is an individual residing in Los Angeles County,
24 California. Defendants employed Plaintiff as a non-exempt employee during the PAGA Period and
25 Plaintiff's employment with Defendants ended within one (1) year of the filing of this action.
26 Plaintiff's job duties consisted of, *inter alia*, preparing food, baking bread, assisting customers,
27 cleaning, doing inventory, and handling purchases

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1 10. Defendant RN RESTAURANTS LLC is a California limited liability company, having
2 its principal place of business in Los Angeles County. RNR is, and at all relevant times was, an
3 employer subject to California state wage and hour laws. RNR practices and policies described in this
4 Complaint were implemented and/or maintained during the PAGA Period. Plaintiff performed work
5 at RNR location in Hemet, California during the PAGA Period.

6 11. Defendant RAMESH DHAWAN is a member and manager of RNR and operates RNR.
7 RHAMESH DHAWAN is, and at all relevant times was, an employer subject to California state wage
8 and hour laws. Plaintiff is informed, believes, and thereon alleges that the practices and policies of
9 LEE that are complained of by way of this Complaint were implemented during the PAGA Period in
10 violation of Labor Code Sections 203, 226, 2267, 1194, and 2802 and is therefore directly liable under
11 Labor Code Sections 558 and 558.1.

12 12. Defendant NEETA DHAWAN is a member and manager of RNR and operates RNR.
13 NEETA DHAWAN is, and at all relevant times was, an employer subject to California state wage and
14 hour laws. Plaintiff is informed, believes, and thereon alleges that the practices and policies of LEE
15 that are complained of by way of this Complaint were implemented during the PAGA Period in
16 violation of Labor Code Sections 203, 226, 2267, 1194, and 2802 and is therefore directly liable under
17 Labor Code Sections 558 and 558.1.

18 13. Defendants continue to employ non-exempt employees within California.

19 14. Plaintiff is unaware of the true names and capacities of those Defendants identified as
20 DOES 1 through 10. Therefore, Plaintiff identifies those Defendants fictitiously. Each DOE
21 Defendant was a parent, sister, or related corporate entity of Defendants, or an owner, employee or
22 agent of Defendants, and each related entity, and was acting with the knowledge and authorization of
23 each of the other Defendants. Plaintiff will seek to amend this Complaint to allege the true names and
24 capacities of each DOE Defendant when their names have been ascertained and identified. Each of the
25 Defendants sued as DOES 1 through 10 participated in, received the benefit of, or was in some way
26 responsible for one or more of the wrongful acts and omissions and some portion of the damages
27 alleged herein.

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15. At all times relevant hereto, each defendant acted in all respects pertinent to this action as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and the Aggrieved Employees.

16. Defendants, each and all of them, at all times relevant, were the joint employers, parent companies, successor companies, predecessors in interest, affiliates, agents, employees, servants, joint venturers, directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining Defendants. Defendants, unless otherwise alleged, at all times relevant, performed all acts and omissions alleged herein within the course and scope of said relationship(s), and are a proximate cause of Plaintiff's damages alleged herein.

17. There exists a unity of interest in ownership between Defendants and DOES 1 through 10, inclusive, such that any individuality and separateness between the individual and the corporation does not exist, as Defendants, and DOES 1 through 10, inclusive, are alter egos, in that: (a) Defendants are and at all times mentioned herein were mere shells, instrumentalities and conduits through which DOES 1 through 10, inclusive, carried out their business in the business name, exercising complete control and dominance over such business; (b) that Defendants were conceived, intended and used by DOES 1 through 10, inclusive, as devices to avoid individual liability and in place of Defendants, and DOES 1 through 10, inclusive, and were without the financial solvency and responsibility required by law; and (c) that all of the assets of the Defendants have been transferred to DOES 1 through 10, inclusive, or some other individual or entity which he or she owns or controls, with the intent to hinder, delay or defraud creditors of Defendants, leaving Defendants with no assets. Further, there exists a principal-agency relationship between and among Defendants.

18. At all relevant times, Defendants were agents of each other and acting within the course and scope of their agency.

GENERAL ALLEGATIONS

19. At all relevant times, Defendants employed Plaintiff and other Aggrieved Employees as non-exempt employees.

1 20. At all relevant times, Defendants were advised by skilled lawyers, employees and other
2 professionals who were knowledgeable about California wage and hour law, employment and
3 personnel practices, and the requirements of California.

4 21. Through this action, Plaintiff alleges Defendants have consistently maintained and
5 enforced unlawful employment practices and policies against Plaintiff and other Aggrieved Employees
6 which violate the Labor Code and IWC Wage Orders.

7 22. Defendants knew or should have known they had a duty to compensate Plaintiff and/or
8 other Aggrieved Employees, and Defendants had the financial ability to pay such compensation but
9 willfully, knowingly, and intentionally failed to do so to increase Defendants' profits.

10 23. **Unpaid Wages:** Defendants knew or should have known that Plaintiff and other
11 Aggrieved Employees were entitled to receive at least minimum wages, wages at their regular rate of
12 pay, overtime and double time wages, and that they were not receiving minimum, regular, overtime,
13 and double time wages for all work that was required to be performed. During the PAGA Period,
14 Plaintiff and/or Aggrieved Employees regularly worked more than 8 hours, 10 hours, and/or 12 hours
15 per workday and/or over 40 hours per workweek. Defendants' practices and policies deprived Plaintiff
16 and Aggrieved Employees of minimum, regular, overtime, and/or double time wages for work they
17 performed off the clock. In addition, Defendants forced Plaintiff and/or other Aggrieved Employees
18 to clock out and then continue to work to avoid paying Plaintiff and/or other Aggrieved Employees
19 overtime wages. For example, Plaintiff was generally responsible for closing duties. After Plaintiff
20 would clock out, she would clean/mop the floor, return the cleaning supplies, enter the alarm code,
21 take out the trash, and lock the door. On multiple occasions, Plaintiff and other Aggrieved Employees
22 were required to wait several minutes after clocking out for Defendants' management to arrive and
23 lock up the doors. Moreover, Defendants rounded Plaintiff and/or other Aggrieved Employees' hours
24 worked, thereby depriving them of wages for all hours worked at the legally mandated rates. Finally,
25 Defendants did not compensate Plaintiff and/or other Aggrieved Employees for all hours worked
26 because Plaintiff and/or other Aggrieved Employees were regularly on-duty during their meal and/or
27 rest periods.

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1 24. **Meal Period Violations:** Defendants knew or should have known that Plaintiff and/or
2 other Aggrieved Employees were entitled to receive a timely, off-duty, uninterrupted 30-minute meal
3 period for every five hours of work, or payment of one additional hour of pay at their regular rate of
4 pay when they did not receive a compliant meal period. Plaintiff and/or other Aggrieved Employees
5 frequently had their meal periods shortened, interrupted, late, and/or missed altogether due to
6 Defendants' practice of understaffing and prioritizing work demands over taking compliant breaks. In
7 addition, Defendants failed to authorize and permit and/or make available to Plaintiff and/or other
8 Aggrieved Employees second meal periods when they worked more than 10 hours. Moreover,
9 Defendants rounded Plaintiff and/or other Aggrieved Employees' time punches for meal periods.
10 Accordingly, Defendants failed to authorize and permit and/or make available to Plaintiff and/or other
11 Aggrieved Employees timely, uninterrupted off-duty meal periods for at least 30 minutes when they
12 worked more than five (5) hours and/or 10 hours in a workday, and failed to compensate Plaintiff
13 and/or other Aggrieved Employees with an additional hour of pay at their regular rate of pay for every
14 day in which they were denied a compliant meal period.

15 25. **Rest Period Violations:** Defendants knew or should have known that Plaintiff and
16 other Aggrieved Employees were entitled to receive a 10-minute, off-duty, uninterrupted rest period
17 for every four (4) hours worked, or major fraction thereof, or payment of one additional hour of pay
18 at their regular rate of pay when they were not permitted to take a compliant rest period. Plaintiff
19 and/or other Aggrieved Employees missed their rest breaks or had them interrupted or governed by
20 Defendants' practices and policies. Plaintiff and/or other Aggrieved Employees also failed to adopt
21 and implement a practice of providing third rest breaks when Plaintiff and/or other Aggrieved
22 Employees worked over 10 hours. Notwithstanding the above rest break violations, Defendants failed
23 to compensate Plaintiff and/or other Aggrieved Employees with an additional hour of pay at their
24 regular rate of pay for every day in which they suffered a rest period violation.

25 26. **Unreimbursed Business Expenses:** Defendants knew or should have known that
26 Plaintiff and other Aggrieved Employees were entitled to reimbursement for their necessary work-
27 related business expenses. Plaintiff and other Aggrieved Employees incurred out-of-pocket expenses
28 to perform their job duties without reimbursement, including cell phone expenses incurred for

1 communicating with Defendants and costs for maintaining their uniforms, including costs for cleaning,
2 ironing, and washing.

3 27. **Failure to Pay All Gratuities/Tips to Aggrieved Employees:** Defendants knew or
4 should have known that Plaintiff and other Aggrieved Employees who received gratuities or tips from
5 Defendants' customers were entitled to the entire gratuities/tips left for them. In violation of the Labor
6 Code, Plaintiff and other Aggrieved Employees did not receive all gratuities/tips left for them by
7 Defendants' customers.

8 28. **Waiting Time Penalties:** Defendants knew or should have known that Plaintiff and
9 other Aggrieved Employees who separated from their employment with Defendants during the
10 statutory period were entitled to timely payment of all wages due. In violation of the Labor Code,
11 Plaintiff and other Aggrieved Employees did not receive payment of all wages owed upon separation
12 within the permissible time period due to, *inter alia*, Defendants' failure to pay all wages, meal and
13 rest period premiums, and reimburse expenses.

14 29. **Wage Statement Violations:** Defendants knew or should have known that Plaintiff
15 and/or other Aggrieved Employees were entitled to receive complete and accurate wage statements.
16 In violation of the Labor Code and IWC Wage Orders, Plaintiff and other Aggrieved Employees were
17 not furnished with complete and accurate wage statements that show all information required by Labor
18 Code Section 226, including, but not limited to, the gross and net wages earned, the total hours worked,
19 all applicable hourly rates in effect during the pay period, and the corresponding number of hours
20 worked at each hourly rate.

21 30. **Failure to Keep Accurate Records:** Defendants knew or should have known that
22 Defendants were required to keep accurate records of the hours worked by Plaintiff and/or other
23 Aggrieved Employees. In violation of the Labor Code, Defendants failed to maintain accurate records
24 of hours worked by Plaintiff and other Aggrieved Employees as a result of Defendants' conduct, acts,
25 and/or omissions described throughout this Complaint.

26 31. **Failure to Maintain Workplace Safety:** Plaintiff is informed, believes, and thereon
27 alleges, that Defendant failed to provide Plaintiff and Aggrieved Employees with a place of
28 employment that was safe and healthful during the PAGA period. Specifically, Defendants required

1 Plaintiff and/or other Aggrieved Employees to regularly handle molded or spoiled food products for
2 the purpose of serving these products to customers. Defendants also failed to timely provide proper
3 training and sufficient Personal Protective Equipment (“PPE”) to protect Plaintiff and Aggrieved
4 Employees from handling spoiled or molded food products. As such, Defendants failed or neglected
5 to provide and use reasonably adequate safety devices and safeguards or adopt or use reasonably
6 adequate methods and processes, or to do every other thing reasonably necessary to protect the life,
7 safety and health of Plaintiff and the Aggrieved Employees during the PAGA Period.

8 32. Defendants’ conduct, acts, and/or omissions described throughout this Complaint were
9 willful.

10 **FIRST CAUSE OF ACTION**

11 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

12 **(CAL. LAB. CODE §§ 2698, *ET SEQ.*)**

13 **(Against All Defendants)**

14 33. Plaintiff incorporate by reference all previous paragraphs of this Complaint as though
15 fully set forth herein.

16 34. Under Labor Code Section 2699(a), any provision of the Labor Code that provides for
17 a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
18 commissions, boards, agencies or employees for violation of the code may, as an alternative, can be
19 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and
20 other current or former employees pursuant to the procedures specified in Labor Code Section 2699.3.

21 35. Under Labor Code Section 2699.3(a), a plaintiff may bring a cause of action under
22 PAGA only after giving the LWDA and the employer notice of the Labor Code Sections alleged to
23 have been violated, and after receiving notice from the LWDA of its intention not to investigate or
24 after 65 days have passed without notice from the LWDA.

25 36. On January 19, 2023, Plaintiff gave written notice of the specified provisions alleged
26 to have been violated, including the facts and theories to support the alleged violations, as required by
27 Labor Code Section 2699.3. This written notice was provided via certified mail to Defendants and to
28 the LWDA by electronically filing the notice via the Department of Industrial Relations’ website.

1 More than 65 days have passed since Plaintiff submitted the PAGA notice to the LWDA without notice
2 from the LWDA. Accordingly, Plaintiff has exhausted the procedural requirements under Labor Code
3 Section 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of
4 herself and all other Aggrieved Employees under PAGA.

5 37. For all provisions of the Labor Code except those for which a civil penalty is
6 specifically provided, Labor Code Section 2699(f) imposes upon Defendants a penalty of one hundred
7 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
8 dollars (\$200) for each aggrieved employee per pay period for each subsequent pay period in which
9 Defendants violated these provisions of the Labor Code.

10 38. Pursuant to Labor Code Sections 2699.3 and 2699.5, Plaintiff may seek civil penalties
11 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,
12 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5,
13 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs
14 (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230,
15 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of
16 Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2,
17 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851,
18 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153,
19 subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision
20 (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296,
21 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,
22 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,
23 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771,
24 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,
25 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,
26 6399.7, 6400, 6401, 6401.7, 6402, and 6403.

27 39. Labor Code Section 558(a) provides “[a]ny employer or other person acting on behalf
28 of an employer who violates, or causes to be violated, a section of this chapter or any provision

1 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject
2 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
3 employee for each pay period for which the employee was underpaid . . . (2) For each subsequent
4 violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the
5 employee was underpaid.”

6 40. Labor Code Section 1197.1 provides “[a]ny employer or other person acting either
7 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to
8 any employee a wage less than the minimum fixed by an applicable state or local law, or by an order
9 of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is
10 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period
11 for which the employee is underpaid . . . (2) For each subsequent violation for the same specific
12 offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which
13 the employee is underpaid regardless of whether the initial violation is intentionally committed.”

14 41. Labor Code Section 226.3 provides: “[a]ny employer who violates subdivision (a) of
15 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
16 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
17 violation in a subsequent citation, for which the employer fails to provide the employee a wage
18 deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil
19 penalties provided for in this section are in addition to any other penalty provided by law.”

20 42. Labor Code Section 1174.5 provides a \$500 penalty for an employer’s failure to
21 maintain accurate and complete payroll records showing the hours worked daily by and the wages paid
22 to employees.

23 43. Defendants’ conduct with respect to Plaintiff and other Aggrieved Employees violates
24 numerous Labor Code sections including, but not limited to, the following:

25 (a) Violation of Labor Code Sections 201-204, 206, 210, 510, 558, 1194, 1197,
26 1197.1, and 1198 for failure to timely and unconditionally pay all earned wages (including minimum,
27 regular, overtime, and double time wages) owed to Plaintiff and other Aggrieved Employees during
28 employment and upon separation of employment;

1 (b) Violation of Labor Code Sections 226.7 and 512 for failure to provide meal
2 periods to Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed
3 meal periods;

4 (c) Violation of Labor Code Sections 226.7 for failure to permit rest breaks to
5 Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed rest periods;

6 (d) Violation of Labor Code Sections 226 and 226.3 for failure to provide accurate
7 itemized wage statements to Plaintiff and/or other Aggrieved Employees;

8 (e) Violation of Labor Code Section 227.3 for failure to provide to Plaintiff and/or
9 Aggrieved Employees accrual of vacation wages and failure to pay to Plaintiff and/or Aggrieved
10 Employees vested vacation wages;

11 (f) Violation of Labor Code Sections 210, 223, and 351 for failure to properly pay
12 all gratuities/tips left for Plaintiff and/or Aggrieved Employees during regular working hours to
13 Plaintiff and/or Aggrieved Employees and/or for making unlawful deductions to Plaintiff and/or
14 Aggrieved Employees gratuities/tips;

15 (g) Violation of Labor Code Sections 221 and 223 for secretly paying Plaintiff
16 and/or Aggrieved Employees less than the statutory or contractual rate;

17 (h) Violation of Labor Code Sections 1174 and 1174.5 for failure to maintain
18 accurate records regarding the employment of Plaintiff and/or other Aggrieved Employees;

19 (i) Violation of Labor Code Sections 2800 and 2802 for failure to reimburse
20 business expenses to Plaintiff and other Aggrieved Employees; and

21 (j) Violation of Labor Code Section 1199 for each of the foregoing Labor Code
22 violations.

23 (k) Violation of Labor Code Sections 6400, 6401, 6401.7, 6402, and 6403 for
24 failure to provide Plaintiff and other Aggrieved Employees with a place of employment that was safe
25 and healthful.

26 44. As set forth above, Defendants have violated numerous provisions of the Labor Code
27 regulating hours and days of work as well as the IWC Wage Orders.

28 45. Pursuant to Labor Code Sections 2699(a), 2699.3, and 2699.5, Plaintiff is entitled to

1 recover civil penalties, in addition to other remedies, for violations of the Labor Code Sections cited
2 above.

3 46. Pursuant to Labor Code Sections 2699(g) and 2802(c) and California Code of Civil
4 Procedure Section 1021.5, Plaintiff is entitled to attorneys' fees and costs incurred in this action.

5 **PRAYER FOR RELIEF**

6 **WHEREFORE**, Plaintiff, on behalf of herself and the other Aggrieved Employees, prays for
7 judgment and the following specific relief against Defendants, jointly and severally, as follows:

8 1. For civil penalties against Defendants on behalf of Plaintiff and all other Aggrieved
9 Employees pursuant to, *inter alia*, Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2698, *et*
10 *seq.*;

11 2. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including
12 pursuant to Labor Code Sections 2699(g) and 2802(c), and California Code of Civil Procedure Section
13 1021.5; and

14 3. For such other relief the Court deems just and proper.

15 Dated: March 27, 2023

ALAMI LAW GROUP

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19 By: 

David Alami

Attorneys for Plaintiff DAVINA GARCIA