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on behalf of himself and current and former aggrieved employees

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

XAVIER LAMATEZE CARPENTER, on
behalf of himself and current and former
aggrieved employees,

Plaintiff,

vs.

CLIPPER CORPORATION, a California
corporation; TRINET HR II, INC., a Delaware
corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No.: **23STCV10609**

PAGA ACTION

**PLAINTIFF XAVIER LAMATEZE
CARPENTER’S COMPLAINT FOR
DAMAGES AND RESTITUTION FOR
CIVIL PENALTIES PURSUANT TO
THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (“PAGA”),
LABOR CODE SECTION 2698, et seq.**

Violation of Labor Code §2698,
et seq. (Labor Code Private
Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff XAVIER LAMATEZE CARPENTER (“Plaintiff”), who alleges
and complains against Defendants CLIPPER CORPORATION, a California corporation; TRINET
HR II, INC., a Delaware corporation; and DOES 1 to 100, inclusive (collectively “Defendants”)
brings this representative action as proxy for the State of California’s Labor and Workforce
Development Agency (“LWDA”) on behalf of all current and former aggrieved employees of
Defendants in California, whom hereby alleges the following facts and claims against Defendants,
and respectfully request civil penalties, all other available relief, and a trial by jury of all issues and
causes of action so triable.

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1 6. Plaintiff is informed and believes and thereon alleges that Defendants CLIPPER
2 CORPORATION and DOES 1-25 (“Defendant CLIPPER CORPORATION”) are authorized to do
3 business within the State of California and are doing business in the State of California and/or that
4 Defendants DOES 1-25 are, and at all times relevant hereto were persons acting on behalf of
5 Defendants in the establishment of, or ratification of, the aforementioned illegal wage and hour
6 practices or policies. Defendants CLIPPER CORPORATION and DOES 1-25 operate in Los
7 Angeles County and employed Plaintiff and other putative class members in Los Angeles County at
8 its business located at 21124 Figueroa Street, Carson, California 90745.

9 7. Plaintiff is informed and believes and thereon alleges that Defendants TRINET HR
10 II, INC. and DOES 26-50 (“Defendant TRINET HR”) are authorized to do business within the State
11 of California and are doing business in the State of California and/or that Defendants DOES 26-50
12 are, and at all times relevant hereto were persons acting on behalf of Defendants in the establishment
13 of, or ratification of, the aforementioned illegal wage and hour practices or policies. Defendants
14 TRINET HR and DOES 26-50 operate in Alameda County at its business located at 1 Park Place,
15 Dublin, California 94568.

16 8. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51-75
17 are corporations, or are other business entities or organizations of a nature unknown to Plaintiff that
18 employed Plaintiff and aggrieved California non-exempt employees, permitted Plaintiff and
19 aggrieved employees to work, and exercised control over the wages, hours and working conditions
20 of employment of Plaintiff and aggrieved employees.

21 9. Plaintiff is informed and believes and thereon alleges that Defendants DOES 76-100
22 are individuals unknown to Plaintiff. Each individual Defendant is sued individually in his or her
23 capacity as an agent, shareholder, owner, representative, manager, supervisor, independent
24 contractor and/or employee of each Defendant and participated in the establishment of, or
25 ratification of, the aforementioned illegal wage and hour practices or policies.

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

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

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

7 **PAGA ALLEGATIONS**

8 12. At all times herein set forth, PAGA was applicable to Plaintiff's employment by
9 Defendants.

10 13. At all times herein set forth, PAGA provides that any provision of law under the
11 Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations
12 of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved
13 employee on behalf of himself and other current or former employees pursuant to procedures outlined
14 in Labor Code §2699.3.

15 14. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved
16 employee," who is any person that was employed by the alleged violator and against whom one or
17 more of the alleged violations was committed.

18 15. Plaintiff was employed by Defendants and the alleged violation was committed against
19 him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and the
20 other employees are "aggrieved employees" as defined by Labor Code §2699(c) in that they are all
21 current or former employees of Defendants, and one or more of the alleged violations were committed
22 against them.

23 16. Pursuant to Labor Code §2699.3 and 2699.5, an aggrieved employee, including
24 Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been
25 met:

- 26 a. The aggrieved employee shall give written notice by online submission
27 (hereinafter "Employee's Notice") to the Labor & Workforce Development
28 Agency (hereinafter "LWDA") and by U.S. Certified Mail to the employer

of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

- b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to Labor Code §2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

17. On February 27, 2023, Plaintiff provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant CLIPPER CORPORATION, and Defendant TRINET HR II, INC., of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff’s notice.

18. Therefore, Plaintiff has satisfied the administrative prerequisites under Labor Code §2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of Labor Code §201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

GENERAL LLEGATIONS

19. At all relevant times set forth herein, Defendants employed Plaintiff and other aggrieved hourly-paid or non-exempt employees who worked for any of the Defendants in the State of California (hereinafter collectively referred to as the “other aggrieved employees”).

20. Defendants hired Plaintiff and the other aggrieved employees, and failed to compensate them for all hours worked, including minimum wage and overtime wages, and premiums for meal periods or rest breaks.

21. Defendants had the authority to hire and terminate Plaintiff and the other aggrieved

1 employees, to set work rules and conditions governing Plaintiff's and the other aggrieved employees'
2 employment, and to supervise their daily employment activities.

3 22. Defendants exercised sufficient authority over the terms and conditions of
4 Plaintiff's and the other aggrieved employees' employment for them to be joint employers of
5 Plaintiff and the other aggrieved employees.

6 23. Defendants directly hired and paid wages and benefits to Plaintiff and the other
7 aggrieved employees.

8 24. Defendants continue to employ hourly-paid or non-exempt employees, within the
9 State of California.

10 25. Plaintiff and the other aggrieved employees worked over eight (8) hours in a day,
11 and/or forty (40) hours in a week during their employment with Defendants.

12 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or
14 non-exempt employees. This scheme involved, *inter alia*, failing to pay them for all hours worked
15 and for missed (short, late, interrupted, and altogether missed) meal periods and rest breaks in
16 violation of California law.

17 **FACTUAL ALLEGATIONS**

18 27. During the applicable statutory period, Defendants employed Plaintiff as a
19 nonexempt employee from in or around March 2021 to and including on or about November 28,
20 2022.

21 28. **Minimum Wage:** During the applicable statutory period, Defendants have
22 consistently failed to pay Plaintiff and other aggrieved employees all hours worked at the legal
23 minimum wage. These practices include but not limited to:

24 a. During certain pay periods, "rounding down" or "shaving down" Plaintiff's
25 other aggrieved employees' punches to the nearest quarter of an hour to the benefit of Defendants
26 without paying Plaintiff and other aggrieved employees for this time.

27 b. Plaintiff and other aggrieved employees would be required to punch-in and
28 punch-out for the day, and punch-out and punch-in from lunch, using a computer provided by

1 Defendants. Plaintiff and other aggrieved employees would be required to utilize a website for their
2 punches; however, the computer would delay in initiating the system, and the website too would
3 delay in loading, causing Plaintiff and other aggrieved employees from being unpaid for this time.

4 29. **Overtime:** During the applicable statutory period, Defendants have consistently
5 failed to pay Plaintiff and other aggrieved employees overtime wages at the correct overtime rate.
6 These practices include but not limited to:

7 a. During certain pay periods, “rounding down” or “shaving down” Plaintiff’s
8 and other aggrieved employees punches to the nearest quarter of an hour to the benefit of Defendants
9 without paying Plaintiff and other aggrieved employees’ for this time, which would be equal to
10 overtime time for hours worked in excess of 8 hours in a day, or more than 40 hours in a week.

11 b. Plaintiff and other aggrieved employees’ would be required to punch-in and
12 punch-out for the day, and punch-out and punch-in from lunch, using a computer provided by
13 Defendants. Plaintiff and other aggrieved employees’ would be required to utilize a website for
14 their punches; however, the computer would delay in initiating the system, and the website too
15 would delay in loading, causing Plaintiff and other aggrieved employees’ from being unpaid for this
16 time.

17 30. **Remuneration in Calculating Regular Rate of Pay:** During the applicable
18 statutory period, Plaintiff and the other aggrieved employees worked overtime hours under state law
19 during pay periods that they earned an additional “Discretionary Bonus” pay. Plaintiff is informed
20 and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff
21 and the other aggrieved employees were entitled to all remuneration as part of the regular rate of
22 pay for determining overtime premium pay, however, Defendants entirely excluded Plaintiff’s and
23 the other aggrieved employees additional “Discretionary Bonus” pay in calculating those
24 employees’ overtime rate of pay.

25 31. **Meal Period:** During the applicable statutory period, Defendants have consistently
26 denied Plaintiff and other aggrieved employees an opportunity to either take timely off-duty and
27 uninterrupted thirty-minute-long meal periods before the end of the fifth hour of work, or otherwise
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1 failed to authorize or permit meal periods to Plaintiff and other aggrieved employees of not less than
2 thirty minutes for each five-hour period of work. These practices include, but not limited to:

3 a. Defendants “rounded down” or “shaved down” Plaintiff’s and other
4 aggrieved employee’ punches to the nearest quarter of an hour at the time they clocked in and out
5 for meal periods, resulting in meal periods of less than 30 minutes.

6 32. As a result, Defendants failed to compensate Plaintiff and other aggrieved employees
7 a premium wage equivalent to an additional hour of pay at her regular rate of pay for each workday
8 that a compliant meal period was not provided.

9 33. Furthermore, during pay periods Defendants paid Plaintiff and other aggrieved
10 employees additional “Discretionary Bonus” pay, and meal period premium wages were either
11 earned, or not paid for missed, late, short, or interrupted meal periods, Defendants failed to pay the
12 meal period premium wages at one (1) hour of pay at Plaintiff and other aggrieved employees’
13 regular rate of pay due to Defendants’ failure to include the additional “Discretionary Bonus” pay
14 when calculating Plaintiff and other aggrieved employees regular rate of pay for the purpose of
15 paying premium wages.

16 34. **Rest Period:** During the applicable statutory period, Defendants consistently failed
17 to authorize and permit Plaintiff and other aggrieved employees to take timely off-duty and
18 uninterrupted ten-minute-long rest periods every four hours worked, or major fraction thereof. As a
19 result, Plaintiff and other aggrieved employees did not receive legally compliant rest periods as they
20 were untimely, on-duty, or were not taken at all.

21 35. **Vacation/PTO Wages:** During the applicable statutory period, Defendants
22 consistently failed to pay upon either termination or resignation Plaintiff and other aggrieved
23 employees their vested and accrued vacation and/or paint time off wages.

24 36. **Sick Pay:** During the applicable statutory period, Defendants failed to pay sick pay
25 to Plaintiff and other aggrieved employees at their regular rate of pay. Plaintiff and other aggrieved
26 employees received compensation in addition to hourly wages, including “bonus” pay, but those
27 additional amounts were not included when calculating sick pay wages. Instead, Defendants paid
28 Plaintiff and other aggrieved employees at their base hourly rate of pay.

1 37. **Wages During Employment:** During the applicable statutory period, Defendants
2 failed to properly pay Plaintiff and other aggrieved employees their earned wages during their
3 employment. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
4 or should have known that Plaintiff and the other aggrieved employees were entitled to receive all
5 wages owed to them during their employment. Plaintiff and the other aggrieved employees did
6 not receive payment of all wages within any time permissible under Labor Code §204.

7 38. **Wage Statements:** During the applicable statutory period, Defendants failed to
8 provide Plaintiff with accurate and complete itemized wage statements. For example, as a result of
9 alleged violations discussed above, Defendants furnished wage statements that failed to correctly
10 show, among other items: (1) gross wages earned, (2) all deductions, and (3) net wages earned.
11 Further, Plaintiff was provided incompliant wage statements by Defendants because the hours
12 and/or rate of pay are incorrect. Because of this facial deficiency on the wage statement, Plaintiff
13 and other aggrieved employees are unable to reasonably determine whether they have been properly
14 paid for all hours worked.

15 39. **Wages Upon Separation:** During the applicable statutory period, Defendants
16 willfully failed to pay all wages owed to Plaintiff upon separation of employment. Defendants still
17 have yet to pay Plaintiff all final wages owed to her due to their failure to pay all meal and rest period
18 premium wages owed.

19 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
20 or should have known that Defendants had to keep complete and accurate payroll records for
21 Plaintiff and the other aggrieved employees in accordance with California law, but, in fact, did
22 not keep complete and accurate payroll records.

23 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
24 or should have known that they had a duty to compensate Plaintiff and the other aggrieved
25 employees pursuant to California law, and that Defendants had the financial ability to pay such
26 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented
27 to Plaintiff and the other aggrieved employees that they were properly denied wages, all in order
28 to increase Defendants' profits.

1 42. At all material times set forth herein, Defendants failed to pay Plaintiff and the other
2 aggrieved employees at least minimum wages for all hours worked.

3 43. At all material times set forth herein, Defendants failed to pay overtime wages to
4 Plaintiff and the other aggrieved employees. Plaintiff and the other aggrieved employees were
5 required to work more than eight (8) hours per day and/or forty (40) hours per week without
6 overtime compensation.

7 44. At all material times set forth herein, Defendants failed to pay Plaintiff and the other
8 aggrieved employees their overtime wages with additional remuneration, including but not limited
9 to, “Discretionary Bonus” pay.

10 45. At all material times set forth herein, Defendants failed to provide either
11 uninterrupted meal and rest periods, or provide complaint meal and rest periods, to Plaintiff and
12 the other aggrieved employees.

13 46. At all material times set forth herein, Defendants failed to pay Plaintiff and other
14 aggrieved employees’ proper meal and rest period premium penalties by failing to properly include
15 all remuneration, including but not limited to, “Discretionary Bonus,” in calculating Plaintiff and
16 other aggrieved employees meal and rest period premium penalties.

17 47. At all material times set forth herein, Defendants failed to pay Plaintiff and the
18 other aggrieved employees’ wages within any time permissible under California law, including,
19 *inter alia*, Labor Code §204.

20 48. At all material times set forth herein, Defendants failed to provide complete and
21 accurate wage statements to Plaintiff and the other aggrieved employees.

22 49. At all material times set forth herein, Defendants failed to pay Plaintiff and the
23 other aggrieved employees all wages owed to them upon discharge or resignation.

24 50. At all material times set forth herein, Defendants failed to keep complete and accurate
25 payroll records for Plaintiff and the other aggrieved employees.

26 51. At all material times set forth herein, Defendants failed to reimburse Plaintiff and the
27 other aggrieved employees for necessary business-related expenses and costs.

28 52. At all material times set forth herein, Defendants failed to pay sick pay at the correct

1 rate.

2 53. At all material times set forth herein, Defendants failed to properly compensate
3 Plaintiff and the other aggrieved employees pursuant to California law in order to increase
4 Defendants' profits.

5 54. Labor Code §218 states that nothing in Article 1 of the Labor Code shall limit the right
6 of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this
7 article."

8 **FIRST CAUSE OF ACTION**

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

10 **GENERAL ACT OF 2004, LABOR CODE SECTION 2698, et seq.**

11 **(By Plaintiff As Against All Defendants and Doe Defendants)**

12 55. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through
13 48, and each and every part thereof with the same force and effect as though fully set forth herein.

14 56. PAGA expressly establishes that any provision of the Labor Code which provides for
15 a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions,
16 commissions, boards, agencies or employees for a violation of the Labor Code, may be recovered
17 through a civil action brought by an aggrieved employee on behalf of himself or herself, and other
18 current or former employees.

19 57. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
20 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized
21 to exercise the same discretion, subject to the same limitations and conditions, to assess a civil
22 penalty.

23 58. Pursuant to Labor Code §2698, *et seq.*, Plaintiff seeks to recover all applicable civil
24 penalties, reasonable attorneys' fees and costs, and all other available relief permitted under the PAGA
25 through a representative action on behalf of the State of California's LWDA for all aggrieved
26 employees, including himself, that work or worked for Defendants during the relevant time period.

27 59. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, a representative
28 action is not subject to the formalities required of a class action and class certification of PAGA claims

1 is not required.

2 60. Plaintiff's representative action alleges violations of certain Labor Code § that are listed
3 within Labor Code §2699.5. Accordingly, Labor Code §2699.3(a) applies to this action, and Labor
4 Code §2699.3(b)-(c) do not apply.

5 61. Plaintiff and the other hourly-paid or non-exempt employees are "aggrieved
6 employees" as defined by Labor Code §2699(c) in that they are all current or former employees of
7 Defendants, and one or more of the alleged violations was committed against them.

8 **Failure to Pay Minimum Wages**

9 62. Defendants' failure to pay legally required minimum wages to Plaintiff and the other
10 aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity
11 prohibited by Labor Code §1194, 1197 and 1197.1.

12 **Failure to Pay Overtime**

13 63. Defendants' failure to pay legally required overtime wages to Plaintiff and the other
14 aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity
15 prohibited by Labor Code §510, 1194, and 1198.

16 **Failure to Provide Meal Periods**

17 64. Defendants' failure to provide legally required meal periods to Plaintiff and the
18 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair
19 activity prohibited by Labor Code §226.7 and 512(a).

20 **Failure to Provide Rest Periods**

21 65. Defendants' failure to provide legally required rest periods to Plaintiff and the other
22 aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity
23 prohibited by Labor Code §226.7.

24 **Failure to Timely Pay Wages Upon Termination**

25 66. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved
26 employees upon termination in accordance with Labor Code §201 and 202 constitutes unlawful
27 and/or unfair activity prohibited by Labor Code §201 and 202.

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1 **Failure to Timely Pay Wages During Employment**

2 67. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved
3 employees during employment in accordance with Labor Code §204 constitutes unlawful and/or
4 unfair activity prohibited by Labor Code §204.

5 **Failure to Provide Complete and Accurate Wage Statements**

6 68. Defendants' failure to provide complete and accurate wage statements to Plaintiff and
7 the other aggrieved employees in accordance with Labor Code §226(a) constitutes unlawful and/or
8 unfair activity prohibited by Labor Code §226(a).

9 **Failure to Keep Complete and Accurate Payroll Records**

10 69. Defendants' failure to keep complete and accurate payroll records relating to
11 Plaintiff and the other aggrieved employees in accordance with Labor Code §1174(d) constitutes
12 unlawful and/or unfair activity prohibited by Labor Code §1174(d).

13 **Failure to Properly Pay Sick Pay**

14 70. Defendants' failure to properly pay Plaintiff and the other aggrieved employees their
15 sick pay at their regular rate of pay by failing to take the average total wages excluding overtime over
16 90-days and/or failing to include additional enumerations in calculating their sick pay constitutes
17 unlawful and/or unfair activity prohibited by Labor Code §246.

18 71. Pursuant to Labor Code §2699, Plaintiff, individually, and on behalf of all aggrieved
19 employees, requests and is entitled to recover from Defendants and each of them, attorneys' fees
20 and costs pursuant to Labor Code §218.5, as well as all penalties pursuant to PAGA against
21 Defendants, and each of them, including but not limited to:

- 22 a. Penalties under Labor Code §2699 in the amount of a hundred dollars (\$100)
23 for each aggrieved employee per pay period for the initial violation, and two
24 hundred dollars (\$200) for each aggrieved employee per pay period for each
25 subsequent violation;
- 26 b. Penalties under California Code of Regulations Title 8 section 11010 et seq.
27 in the amount of fifty dollars (\$50) for each aggrieved employee per pay
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period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

c. Penalties under Labor Code §210 in addition to, and entirely independent and apart from, any other penalty provided in the Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and

d. Any and all additional penalties and sums as provided by the Labor Code and/or other statutes.

72. Pursuant to Labor Code §2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

73. At all material times, Defendants were Plaintiff and all other aggrieved employees' employers, or persons acting on their behalf, within the meaning of Labor Code §558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the Labor Code or any provision regulating hours and days of work in the applicable IWC Wage Order and, as such, are subject to civil penalties for each underpaid employee as set forth in Labor Code §558. The civil penalties provided for under Labor Code §558 are in addition to any other civil penalty provided by law.

74. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to Labor Code §210, 218.5 and 2699 and any other applicable statute.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, in excess of twenty-five thousand dollars (\$25,000):

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- Dated: May 11, 2023

By:

COMPLAINT
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DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, requests a trial by jury.

Dated: May 11, 2023

Respectfully submitted,
E&L, LLP

By: _____

David Lavi, Esq.
Arie Ebrahimian, Esq.
Attorneys for Plaintiff,
XAVIER LAMATEZE CARPENTER on
behalf of himself and current and former
aggrieved employees