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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 RIVERSIDE

JOHNNATHAN BANUELOS, on behalf of
himself and current and former aggrieved
employees

Plaintiff,

vs.

MOVAL MARIJUANA, LLC; SAM
MANAGEMENT, LLC; EMPIRE CONNECT,
LLC; and DOES 1 to 100, inclusive

Defendants.

Case No.: **CVRI 2302208**

PAGA ACTION

**PLAINTIFF JOHNNATHAN
BANUELOS' COMPLAINT FOR:**

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

COMES NOW Plaintiff JOHNNATHAN BANUELOS ("Plaintiff"), who alleges and
complains against Defendants MOVAL MARIJUANA, LLC; SAM MANAGEMENT, LLC;
EMPIRE CONNECT, LLC; 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, himself
and other current and former aggrieved employees of Defendants who worked as hourly non-
exempt employees in California during the relevant time period seeking civil penalties associated
with Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all

1 hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure
2 to authorize or permit all legally required and/or compliant meal periods or pay meal period
3 premium wages; failure to authorize or permit all legally required and/or compliant rest periods or
4 pay rest period premium wages; statutory penalties for failure to timely produce requested
5 employment records; indemnification for all necessary expenditures or losses incurred by
6 employees in direct consequence of discharging their duties; back pay for failure to give written
7 notice of mass layoffs; statutory penalties for failure to provide accurate wage statements;
8 statutory waiting time penalties in the form of continuation wages for failure to timely pay
9 employees all wages due upon separation of employment. Plaintiff seeks on a representative basis,
10 following notice to the Labor and Workforce Development Agency, civil penalties, reasonable
11 attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff,
12 the State of California, and others aggrieved.

13 **II. JURISDICTION AND VENUE**

14 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
15 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
16 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
17 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
18 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
19 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
20 aggrieved California-based hourly non-exempt employees occurred in locations throughout
21 California, including but not limited to Riverside County, at 24889 Elder Ave., Moreno Valley,
22 CA 92557.

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

27 **III. PARTIES**

28 4. Plaintiff brings this action as a representative of the Labor and Workforce

1 Development Agency on behalf of himself and other current and former employees subject to
2 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
3 filed include current, former and/or future employees of Defendants who work, worked, or will
4 work for Defendants as direct employees as well as temporary employees employed through temp
5 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
6 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
7 employed by Defendants in an hourly position at Defendants' location in Riverside from in or
8 around April 12, 2021, until on or about March 11, 2022.

9 5. Plaintiff is informed and believes and thereon alleges that Defendant MOVAL
10 MARIJUANA, LLC is authorized to do business within the State of California and is doing
11 business in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant
12 hereto were persons acting on behalf of Defendant MOVAL MARIJUANA, LLC in the
13 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
14 Defendant MOVAL MARIJUANA, LLC operates in Riverside County and employed Plaintiff
15 and aggrieved employees in Riverside County, including but not limited to, at 24889 Elder Ave.,
16 Moreno Valley, CA 92557.

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

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

28 8. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff

1 15. In this case, Plaintiff and other current and former aggrieved California-based
2 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
3 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
4 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
5 wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but
6 not limited to:

7 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
8 non-exempt employees to line up to wait to undergo and undergo off-the-clock security checks,
9 including pat downs and bag checks, while Plaintiff and other current and former aggrieved
10 California-based hourly non-exempt employees are off-the-clock during meal breaks when they
11 leave Defendants' premises for meal breaks; and

12 (b) 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 pat downs and bag checks, while Plaintiff and other current and former aggrieved
15 California-based hourly non-exempt employees are off-the-clock after clocking out for the end of
16 their shifts.

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

23 17. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
24 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
25 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
26 which includes all time that an employee is under control of the employer and all time the
27 employee is suffered and permitted to work. This includes the time an employee spends, either
28 directly or indirectly, performing services that inure to the benefit of the employer.'

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

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

12 Labor Code section 510.

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

16 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
17 non-exempt employees to line up to wait to undergo and undergo off-the-clock security checks,
18 including pat downs and bag checks, while Plaintiff and other current and former aggrieved
19 California-based hourly non-exempt employees are off-the-clock during meal breaks when they
20 leave Defendants' premises for meal breaks; and

21 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
22 non-exempt employees to line up to wait to undergo and undergo off-the-clock security checks,
23 including pat downs and bag checks, while Plaintiff and other current and former aggrieved
24 California-based hourly non-exempt employees are off-the-clock after clocking out for the end of
25 their shifts.

26 20. The foregoing policies, practices, and/or procedures resulted in time during each
27 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
28 employees were under the control of Defendants but were not compensated. To the extent that the
foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed

1 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
2 sections 510 and 1194 and the applicable Wage Order.

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

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

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

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

26 (a) Discouraging or impeding meal breaks by requiring Plaintiff and other current and
27 former aggrieved California-based hourly non-exempt employees to undergo and undergo off-the-
28 clock security checks, including pat downs and bag checks, while Plaintiff and other current and

1 former aggrieved California-based hourly non-exempt employees are off-the-clock during meal
2 breaks when leaving Defendants' premises for meal breaks;

3 (b) Failing to provide duty-free meal breaks and/or 30-minute meal breaks by requiring
4 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to
5 be subjected to off-the-clock security checks including pat downs and bag checks process while
6 off-the-clock during meal breaks.

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

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

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

21 28. California law requires every employer to authorize and permit an employee a rest
22 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
23 Code section 226.7; Wage Order 7 at §12. Under California law, "[e]mployees are entitled to 10
24 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more
25 than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so
26 on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code
27 section 226.7; Wage Order 7 at §12. Rest periods, insofar as practicable, shall be in the middle of
28 each work period. Wage Order 7 at §12. Additionally, the rest period requirement "obligates

1 employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM*
2 *Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must
3 relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

4 29. If the employer fails to authorize or permit a required rest period, the employer
5 must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday
6 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;
7 Wage Order 7 at § 12.

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

12 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
13 hourly non-exempt employees with uninterrupted, duty-free, net ten (10) minute rest breaks for
14 every four (4) hours worked or major fraction thereof.

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

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

24 33. **Failure to produce requested employment records:** An employer must afford
25 current and former employees the right to inspect or receive a copy of records pertaining to their
26 employment, upon reasonable request to the employer. Labor Code section 226(b). An employer
27 who receives a request to inspect or receive a copy of records pertaining to a current or former
28 employee must comply with the request as soon as practicable, but no later than twenty-one (21)

1 calendar days from the date of the request. Labor Code section 226(c). Additionally, every current
2 and former employee, or his or her representative, has the right to inspect and receive a copy of the
3 personnel records that the employer maintains relating to the employee's performance or to any
4 grievance concerning the employee. Labor Code section 1198.5(a). Upon written request from a
5 current or former employee or his or her representative, an employer must make the contents of
6 those personnel records available for inspection or provide a copy of the personnel records to the
7 current or former employee, or his or her representative, not later than thirty (30) calendar days
8 from the date the employer receives the written request, subject to some limited exceptions. Labor
9 Code §1198.5(b)(1). Failure to comply with these requests allows for a civil penalty seven
10 hundred fifty dollars (\$750), pursuant to Labor Code sections 1198.5(k) and 226(f).

11 34. On April 13, 2022, Plaintiff sent a written request through his counsel to
12 Defendants for his payroll records, timecards, and personnel records pursuant to Labor Code
13 sections 226 and 1198.5. However, Defendants failed to timely produce the requested employment
14 records, in violation of Labor Code sections 226 and 1198.5. As of December 20, 2022,
15 Defendants had not produced any of the requested employment records despite the multiple follow
16 ups.

17 35. Plaintiff is informed and believes and thereon alleges that other similarly situated
18 employees also sent written requests for their employment records, but Defendants failed to timely
19 produce the required and requested records, in violation of Labor Code sections 226 and 1198.5.

20 36. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**
21 **Employment:** California law requires that every employer must indemnify its employees for all
22 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at
23 the obedience of the directions of the employer. Moreover, an employer is prohibited from passing
24 the ordinary business expenses and losses of the employer onto the employee. (Lab. Code, §
25 2802.)

26 37. Defendants have violated Labor Code Section 2802 by failing to indemnify
27 Plaintiff and other current and former aggrieved California-based non-exempt hourly employees'
28 necessary expenditures they incurred in the discharge of their duties. These policies, practices,

1 and/or procedures included, but were not limited to, requiring Plaintiff and similarly situated
2 employees to use or purchase their own tools and/or resources in order to work for Defendants,
3 including but not limited to:

4 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
5 non-exempt employees to download and use “Microsoft Teams’ application on their personal cell
6 phone to communicate with Defendant during shift without reimbursement for the cellular and
7 data costs associated with downloading and using the application for employment-related
8 purposes.

9 38. Moreover, Defendants employed policies and procedures which ensured Plaintiff
10 and aggrieved employees would not receive indemnification for their employment related
11 expenses. This practice resulted in Plaintiff and aggrieved employees not receiving such
12 indemnification in compliance with California law.

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

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

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

1 Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay
2 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
3 their earned wages within the applicable time frames outlined in Labor Code section 204.

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

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

23 **44. Failure to Give Written Notice of Mass Layoffs:** California law requires any
24 employer who orders a "mass layoff" to give the laid off employees notice of the impending layoff
25 sixty (60) days before the order "takes effect". (Lab. Code, § 1400 et seq.) ("Cal-WARN Act") An
26 employer who fails to provide proper notice must pay affected employees up to sixty (60) days of
27 average regular rate of compensation or final rate of compensation, whichever is higher, plus civil
28

1 penalties. (Lab. Code, §§ 1402, 1403.) A “mass layoff” is defined as “a layoff during any 30-day
2 period of 50 or more employees at a covered establishment.” (Lab. Code, § 1400, subd. (d).)

3 45. Any person may bring a civil action, on their own behalf or on behalf of others
4 similarly situated, in any court of competent jurisdiction to establish liability for failure to give
5 written notice of mass layoffs. (Lab. Code, § 1404.)

6 46. On or around March 11, 2022, Defendants terminated Plaintiff and other current
7 and former aggrieved California-based hourly non-exempt employees because of a mass layoff, as
8 defined in the Labor Code, but employed policies and procedures whereby they failed to give
9 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
10 timely written notice of the mass layoff.

11 47. Defendants’ policies, practices, and/or procedures resulted in Plaintiff and other
12 current and former aggrieved California-based hourly non-exempt employees receiving neither the
13 required notice of mass layoffs nor receiving wages to compensate them for Defendants’ failure to
14 provide timely written notice of mass layoffs.

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

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

24 50. Defendants’ violations of Wage Order 7 constituted violations of Labor Code
25 section 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

26 51. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
27 employee, on behalf of himself or herself and other current or former employees, to bring a civil
28 action to recover civil penalties against all Defendants pursuant to the procedures specified in

1 Labor Code section 2699.3.

2 52. Plaintiff has complied with the procedures for bringing suit specified in Labor
3 Code section 2699.3. On February 24 2023, Plaintiff filed a PAGA Claim Notice with the LWDA
4 and provided notice to Defendants by certified mail which provided notice of the specific
5 provisions of the Labor Code alleged to have been violated, including the facts and theories to
6 support the violations alleged.

7 53. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
8 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
9 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
10 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
11 to investigate Plaintiff's claims.

12 54. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
13 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226, 226.7, 510,
14 512, 1194, 1197, 1198, 1198.5, 2802, 1400, beginning one (1) year preceding Plaintiff sending the
15 initial PAGA Claim Notice to the LWDA to the present, in the following amounts:

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

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

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

28 d. For violations of Labor Code section 1194 and 1197, one hundred dollars

1 (\$100) for each underpaid employee for each pay period for the initial violation, and for each
2 subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay
3 period [penalty amounts established by Labor Code section 1197.1] and any unpaid wages.

4 55. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
5 reasonable attorneys' fees and costs in connection with his claims for civil penalties.

6 **PRAYER FOR RELIEF**

7 **WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF AND ON OTHER**
8 **AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:**

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

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

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

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

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

19
20 Dated: May 1, 2023

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

21
22 By:



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Vincent C. Granberry, Esq.
Melissa A. Huether, Esq.
Attorneys for Plaintiff
JOHNNATHAN BANUELOS,
on behalf of himself and current and former
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