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Electronically FILED by
Superior Court of California,
County of Los Angeles
4/14/2023 10:00 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

Attorneys for Plaintiff MONET L. STERLING,
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**

MONET L. STERLING, on behalf of herself and
current and former aggrieved employees

Plaintiff,

vs.

DOTHAN SECURITY, INC.; and DOES 1 to
100, inclusive,

Defendants.

Case No.: **23STCV08293**

PAGA ACTION

**PLAINTIFF MONET L. STERLING'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff MONET L. STERLING ("Plaintiff"), who alleges and complains
against Defendants DOTHAN SECURITY, 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 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 provide accurate wage
5 statements; statutory waiting time penalties in the form of continuation wages for failure to timely
6 pay employees all wages due upon separation of employment. Plaintiff seeks on a representative
7 basis, following notice to the Labor and Workforce Development Agency, civil penalties,
8 reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf
9 of Plaintiff, the State of California, and others aggrieved.

10 **II. JURISDICTION AND VENUE**

11 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
12 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
13 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
14 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
15 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
16 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
17 aggrieved California-based hourly non-exempt employees occurred in locations throughout
18 California, including but not limited to Los Angeles County, at 599 North Mission Road, Los
19 Angeles, CA 90033.

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

24 **III. PARTIES**

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

1 work for Defendants as direct employees as well as temporary employees employed through temp
2 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
3 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
4 employed by Defendants in an hourly position at Defendants' location in Los Angeles from in or
5 around October 12, 2021, until on or about August 10, 2022.

6 5. Plaintiff is informed and believes and thereon alleges that Defendant DOTHAN
7 SERCUITY, INC. is authorized to do business within the State of California and is doing business
8 in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto
9 were persons acting on behalf of Defendant DOTHAN SERCUITY, INC. in the establishment of,
10 or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
11 DOTHAN SERCUITY, INC. operates in Los Angeles County and employed Plaintiff and
12 aggrieved employees in Los Angeles County, including but not limited to, at 599 North Mission
13 Road, Los Angeles, CA 90033.

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

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

25 8. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
26 sues said defendants by said fictitious names, and will amend this complaint when the true names
27 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
28 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously

1 named defendants is in some manner responsible for the events and allegations set forth in this
2 complaint.

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

6 **FIRST CAUSE OF ACTION**

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

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

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

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

11 11. During the period beginning one (1) year preceding Plaintiff sending the initial
12 PAGA Claim Notice to the LWDA to the present, Defendants violated Labor Code sections 201,
13 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, and the applicable Wage Orders.

14 12. Specifically, Defendants have committed the following violations of California
15 Labor Code:

16 13. **Failure to pay wages for all hours worked at the legal minimum wage:**
17 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
18 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
19 which includes all time that an employee is under control of the employer and all time the
20 employee is suffered and permitted to work. This includes the time an employee spends, either
21 directly or indirectly, performing services which inure to the benefit of the employer.

22 14. Labor Code sections 1194 and 1197 require an employer to compensate employees
23 for all "hours worked" at least at a minimum wage rate of pay as established by the IWC and the
24 Wage Orders.

25 15. In this case, Plaintiff and other current and former aggrieved California-based
26 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
27 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
28 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum

wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but not limited to:

(a) "Rounding down" or "shaving down" Plaintiff and other current and former aggrieved California-based hourly non-exempt employees punches, including punches for meal breaks, to the nearest quarter of an hour to the benefit of Defendants without paying Plaintiff and other current and former aggrieved California-based hourly non-exempt employees for this time.

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

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

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

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

Labor Code section 510.

19. In this case, Defendants failed to pay Plaintiff and other current and former

1 aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours
2 worked due to Defendants' policies, practices, and/or procedures including, but not limited to:

3 (b) "Rounding down" or "shaving down" Plaintiff and other current and former
4 aggrieved California-based hourly non-exempt employees punches, including punches for meal
5 breaks, to the nearest quarter of an hour to the benefit of Defendants without paying Plaintiff and
6 other current and former aggrieved California-based hourly non-exempt employees for this time.

7 20. Overtime is based upon an employee's regular rate of pay. "The regular rate at
8 which an employee is employed shall be deemed to include all remuneration for employment paid
9 to, or on behalf, of the employee." See Division of Labor Standards Enforcement – Enforcement
10 Policies and Interpretations Manual, Section 49.1.2.

11 21. In this case, Plaintiff alleges that when she and other current and former aggrieved
12 California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay
13 them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all
14 remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a
15 policy, practice, and/or procedure of failing to include all remuneration including, but not limited
16 to, "sign on bonus", for example, when calculating Plaintiff and other current and former
17 aggrieved California-based hourly non-exempt employees regular rate of pay for the purpose of
18 paying overtime.

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

27 23. **Failure to pay wages to hourly non-exempt employees for workdays that**
28 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other

1 current and former aggrieved California-based hourly non-exempt employees regularly worked
2 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

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

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

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

22 (a) "Rounding" or "shaving" Plaintiff and other current and former aggrieved
23 California-based hourly non-exempt employees punches, including punches for meal breaks, to
24 the nearest quarter of an hour to the benefit of Defendants without paying Plaintiff and other
25 current and former aggrieved California-based hourly non-exempt employees for this time;

26 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
27 non-exempt employees who worked as security guards assigned to a single-guard posts and to
28 remain on-duty during off-the-clock meal breaks; and

1 (c) Requiring Plaintiff and other current and former aggrieved California-based hourly
2 non-exempt employees who worked as security guards to carry, keep on, monitor their patrol
3 phones and respond to calls from Defendant's management personnel during off-the-clock meal
4 breaks.

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

11 28. Finally, on occasions when Defendants paid Plaintiff and other current and former
12 aggrieved California-based hourly non-exempt employees a "premium" wage for late, missed,
13 short, on-premise, on-duty, and/or interrupted meal periods, Defendants failed to pay the one (1)
14 additional hour of pay at Plaintiff and other current and former aggrieved California-based hourly
15 non-exempt employees regular rate of compensation. Specifically, Defendants maintained a
16 policy, practice, and/or procedure of failing to include all remuneration including, but not limited
17 to, "sign on bonus" for example, when calculating Plaintiff and other current and former aggrieved
18 California-based hourly non-exempt employees regular rate of pay for the purpose of paying meal
19 period premium wages.

20 29. 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 during which Defendants did not provide them
23 with meal periods in compliance with California law.

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

28 31. California law requires every employer to authorize and permit an employee a rest

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

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

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

19 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
20 hourly non-exempt employees timely, uninterrupted, duty-free net ten-minute rest breaks for every
21 four hours worked or major fraction thereof;

22 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
23 non-exempt employees who worked as security guards assigned to a single-guard posts and to
24 remain on-duty during rest breaks; and

25 (c) Requiring Plaintiff and other current and former aggrieved California-based hourly
26 non-exempt employees who worked as security guards to carry, keep on, monitor their patrol
27 phones and respond to calls from Defendant’s management personnel during rest breaks.

28 34. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or

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

5 35. Finally, on occasions when Defendants did pay Plaintiff and other current and
6 former aggrieved California-based hourly non-exempt employees a “premium” wage for late,
7 missed, short, on-premise, on-duty, and/or interrupted rest periods, Defendants failed to pay the
8 one (1) additional hour of pay at Plaintiff and other current and former aggrieved California-based
9 hourly non-exempt employees regular rate of compensation. Specifically, Defendants maintained a
10 policy, practice, and/or procedure of failing to include all remuneration including, but not limited
11 to, “sign on bonus”, for example, when calculating Plaintiff and other current and former
12 aggrieved California-based hourly non-exempt employees regular rate of pay for the purpose of
13 paying rest period premiums.

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

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

27 38. As a derivative of Plaintiff’s claims above, Plaintiff alleges that Defendants failed
28 to timely pay Plaintiff’s and other current and former aggrieved California-based hourly non-

1 exempt employees' earned wages (including minimum wages, overtime wages, meal period
2 premium wages and/or rest period premium wages), in violation of Labor Code section 204.
3 Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay
4 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
5 their earned wages within the applicable time frames outlined in Labor Code section 204.

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

19 **40.** Defendants committed direct violations of Labor Code section 226, through their
20 policies, practices, and/or procedures, including, but not limited to, failing to list the name and
21 address of the legal entity that is the employer on Plaintiff's and other current and former
22 aggrieved California-based hourly non-exempt employees' wage statements.

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

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

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

10 44. Defendants' violations of Wage Order 4 constituted violations of Labor Code
11 section 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

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

16 46. Plaintiff has complied with the procedures for bringing suit specified in Labor
17 Code section 2699.3. On February 7, 2023, Plaintiff filed a PAGA Claim Notice with the LWDA
18 and provided notice to Defendants by certified mail which provided notice of the specific
19 provisions of the Labor Code alleged to have been violated, including the facts and theories to
20 support the violations alleged.

21 47. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
22 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
23 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
24 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
25 to investigate Plaintiff's claims.

26 48. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
27 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226, 226.7, 510,
28 512, 1194, 1197, beginning one (1) year preceding Plaintiff sending the initial PAGA Claim

1 Notice to the LWDA to the present, in the following amounts:

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

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

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

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

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

20 **PRAYER FOR RELIEF**

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

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

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

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

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

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

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6 Dated: April 14, 2023

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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8 By: 
9 Joseph Lavi, Esq.
10 Vincent C. Granberry, Esq.
11 Danielle E. Montero, Esq.
12 Attorneys for Plaintiff
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14 on behalf of herself and current and former
15 aggrieved employees
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