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14 on behalf of themselves and current and former aggrieved employees

15
16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF SACRAMENTO**
18

19 CLARRISENT MATNEY and
20 DANNIEBETTE JOY CASTRES, on behalf of
21 themselves and current and former aggrieved
22 employees

23 Plaintiff,

24 vs.

25 ONPOINT TESTING, INC.; and DOES 1 to
26 100, inclusive,

27 Defendants.
28

Case No.:

PAGA ACTION

**PLAINTIFFS CLARRISENT
MATNEY'S AND DANNIEBETTE
JOY CASTRES'S COMPLAINT
FOR:**

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

21 **COMES NOW** Plaintiff CLARRISENT MATNEY and DANNIEBETTE JOY CASTRES
22 ("Plaintiff"), who alleges and complains against Defendants ONPOINT TESTING, INC.; and
23 DOES 1 to 100, inclusive (collectively "Defendants") as follows:

24 **I. INTRODUCTION**

25 1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
26 ("PAGA") representative action brought by Plaintiffs on behalf of the State of California,
27 themselves and other current and former aggrieved employees of Defendants who worked as
28 hourly non-exempt employees in California during the relevant time period seeking civil penalties

Filed
Superior Court of California
Sacramento
05/30/2023
russelt
By _____, Deputy
23CV002497

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

13 **II. JURISDICTION AND VENUE**

14 2. This Court has jurisdiction over the claims of Plaintiffs and all other current and
15 former aggrieved California-based hourly non-exempt employees because Plaintiffs' 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 Plaintiffs and all other current and former aggrieved California-
19 based hourly non-exempt employees; and the injuries to Plaintiffs 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 Sacramento County, at 4601 Freeport Blvd, Sacramento,
22 CA 95822.

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. Plaintiffs bring this action as a representative of the Labor and Workforce

1 Development Agency on behalf of themselves and other current and former employees subject to
2 violations of the Labor Code. The named Plaintiffs 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 Sacramento from in or
8 around October 17, 2021, until on or about April 4, 2022.

9 5. Plaintiffs are informed and believes and thereon alleges that Defendant ONPOINT
10 TESTING, INC. is authorized to do business within the State of California and is doing business
11 in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto
12 were persons acting on behalf of Defendant ONPOINT TESTING, INC. in the establishment of,
13 or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
14 ONPOINT TESTING, INC. operates in Sacramento County and employed Plaintiff and aggrieved
15 employees in Sacramento County, including but not limited to, at 4601 Freeport Blvd,
16 Sacramento, CA 95822.

17 6. Plaintiffs are 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 Plaintiffs that employed Plaintiffs and aggrieved California non-exempt employees, permitted
20 Plaintiffs and aggrieved employees to work, and exercised control over the wages, hours and
21 working conditions of employment of Plaintiffs and aggrieved employees.

22 7. Plaintiffs are informed and believes and thereon alleges that Defendants DOES 51
23 through 100 are individuals unknown to Plaintiffs. 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. Plaintiffs are unaware of the true names of Defendants DOES 1 through 100.

1 Plaintiffs sue said defendants by said fictitious names, and will amend this complaint when the
2 true names and capacities are ascertained or when such facts pertaining to liability are ascertained,
3 or as permitted by law or by the Court. Plaintiffs are informed and believes that each of the
4 fictitiously named defendants is in some manner responsible for the events and allegations set
5 forth in this complaint.

6 9. Plaintiffs makes the allegations in this complaint without any admission that, as to
7 any particular allegation, Plaintiffs bears the burden of pleading, proving, or persuading and
8 Plaintiffs reserves all of Plaintiffs' right to plead in the alternative.

9 **FIRST CAUSE OF ACTION**

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

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

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

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

14 11. During the period beginning one (1) year preceding Plaintiff sending the initial
15 PAGA Claim Notice to the LWDA to the present, Defendants violated Labor Code sections 201,
16 202, 203, 204, 226, 226.7, 246, 510, 512, 1194, 1197, 2802, and the applicable Wage Orders.

17 12. Specifically, Defendants have committed the following violations of California
18 Labor Code:

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

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

28 15. In this case, Plaintiff and other current and former aggrieved California-based

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

6 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
7 non-exempt employees to remain on-duty during their off-the-clock meal breaks.

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

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

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

23 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
24 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
25 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
26 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve
27 (12) hours in one (1) day shall be compensated at the rate of no less than twice the regular
28 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.

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

4 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
5 non-exempt employees to remain on-duty during their off-the-clock meal breaks.

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

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

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

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

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

(a) Failing to provide Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes for every five hours worked;

(b) Requiring Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees to remain on-duty during their off-the-clock meal breaks because Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees worked single-employee shifts with no coverage to relieve of them of all duty to take duty-free meal breaks; and

(c) Failing to provide Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees a second uninterrupted duty-free meal period of no less than thirty (30) minutes for each workday that Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees work shifts over ten (10) hours.

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

26. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees not

1 receiving wages to compensate them for workdays during which Defendants did not provide them
2 with meal periods in compliance with California law.

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

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

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

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

26 (a) Failing to provide Plaintiffs and other current and former aggrieved California-
27 based hourly non-exempt employees with net ten (10) minute rest breaks for every four (4) hours
28 worked or major fraction thereof; and

1 (b) Requiring Plaintiffs and other current and former aggrieved California-based
2 hourly non-exempt employees to remain on-duty during rest breaks because Plaintiffs and other
3 current and former aggrieved California-based hourly non-exempt employees worked single-
4 employee shifts with no coverage to relieve of them of all duty to take duty-free rest breaks.

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

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

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

20 34. Defendants have violated Labor Code Section 2802 by failing to indemnify
21 Plaintiff and other current and former aggrieved California-based non-exempt hourly employees'
22 necessary expenditures they incurred in the discharge of their duties. Specifically, Defendants
23 employed policies, practices, and/or procedures including, but not limited to, the following:

24 (a) Requiring Plaintiffs and other current and former aggrieved California-based
25 employees to purchase and/or utilize their own tools, for employment-related purposes - without
26 reimbursing Plaintiffs and other current and former aggrieved California-based employees for
27 such costs.

28 (b) Requiring Plaintiffs and other current and former aggrieved California-based

employees to use their personal cell phone for employment-related purposes including but not limited to:

- i. Clocking in and out for their shifts;
- ii. Using the “Slack” Application to communicate with Defendants’ management personnel and other employees;
- iii. Checking in patients using QR code scans; and
- iv. Having patients digitally sign documents.

35. Moreover, Defendants employed policies and procedures which ensured Plaintiffs and aggrieved employees would not receive indemnification for their employment related expenses. This practice resulted in Plaintiffs and aggrieved employees not receiving such indemnification in compliance with California law.

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

37. **Failure to provide sick pay wages:** Defendants had a policy and/or procedure where Plaintiff and similarly situated employees accrued paid sick time.

38. Labor Code section 246, subdivision (a), states in relevant part “[a]n employee who...works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days.” Additionally, an employee accrues paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked, beginning at the commencement of employment. Labor Code section 246(b).

39. Here, Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees were employed by Defendants for 30 or more days and were entitled to paid sick days. Defendants, however, lacked a policy, practice, and/or procedure whereby Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees who were employed by Defendants for 30 days or more could accrue paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked, beginning at the commencement of employment as required by Labor Code section 246(b).

1 40. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants
2 failing to provide Plaintiffs and other current and former aggrieved California-based hourly non-
3 exempt employees paid sick days, in violation of Labor Code section 246.

4 41. **Failure to timely pay earned wages during employment:** In California, wages
5 must be paid at least twice during each calendar month on days designated in advance by the
6 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
7 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
8 16th and the 26th day of that month and wages earned between the 16th and the last day,
9 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
10 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
11 paid within seven (7) calendar days following the close of the payroll period in which wages were
12 earned. Labor Code section 204(d).

13 42. As a derivative of Plaintiffs' claims above, Plaintiffs allege that Defendants failed
14 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
15 exempt employees' earned wages (including minimum wages, overtime wages, meal period
16 premium wages and/or rest period premium wages), in violation of Labor Code section 204.
17 Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay
18 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
19 their earned wages within the applicable time frames outlined in Labor Code section 204.

20 43. **Failure to provide complete and accurate wage statements:** Labor Code section
21 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
22 employee his or her wages, the employer must "furnish each of his or her employees ... an
23 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
24 employee, except for any employee whose compensation is solely based on a salary and who is
25 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
26 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
27 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
28 deductions made on written orders of the employee may be aggregated and shown as one item, (5)

1 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
2 name of the employee and his or her social security number, (8) the name and address of the legal
3 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
4 the corresponding number of hours worked at each hourly rate by the employee.”

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

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

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

20 47. Defendants’ violations of Wage Order 4 constituted violations of Labor Code
21 section 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

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

26 49. Plaintiff has complied with the procedures for bringing suit specified in Labor
27 Code section 2699.3. On March 22, 2023, Plaintiff filed a PAGA Claim Notice with the LWDA
28 and provided notice to Defendants by certified mail which provided notice of the specific

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

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

8 51. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
9 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226, 226.7, 246,
10 510, 512, 1194, 1197, and 2802, beginning one (1) year preceding Plaintiff sending the initial
11 PAGA Claim Notice to the LWDA to the present, in the following amounts:

12 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, 246, 512,
13 1198, and 2802; one hundred dollars (\$100) for each aggrieved employee per pay period for the
14 initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for
15 each subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

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

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

28 52. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of

reasonable attorneys' fees and costs in connection with their claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, ON BEHALF OF THEMSELVES AND ON OTHER AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:

ON THE FIRST CAUSE OF ACTION:

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

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

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

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

Dated: May 30, 2023

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By:



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former aggrieved employees