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13 Attorneys for Plaintiff ALYSSA-BELLE M. BEARD,
14 on behalf of herself and current and former aggrieved employees

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

18 ALYSSA-BELLE M. BEARD, on behalf of
19 herself and current and former aggrieved
20 employees

21 Plaintiff,

22 vs.

23 PRIME HEALTHCARE SERVICES-SHASTA,
24 LLC; and DOES 1 to 100, inclusive,

25 Defendants.

Case No.:

202354

PAGA ACTION

**PLAINTIFF ALYSSA-BELLE M.
BEARD'S COMPLAINT FOR:**

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

26 **COMES NOW** Plaintiff ALYSSA-BELLE M. BEARD ("Plaintiff"), who alleges and
27 complains against Defendants PRIME HEALTHCARE SERVICES-SHASTA, LLC; and DOES 1
28 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

FILED

MAY 30 2023

CLERK OF THE SUPERIOR COURT
BY: K. MIRANDA, DEPUTY CLERK

By Fax

1 hours worked at the employees' minimum wage rate or overtime rate, failure to provide all legally
2 required and legally compliant meal and rest periods, failure to timely pay earned wages during
3 employment, failure to pay wages for accrued paid sick days at the regular rate of pay; failure to
4 provide complete and accurate wage statements; failure to timely pay all unpaid wages following
5 separation of employment. Plaintiff seeks on a representative basis, following notice to the Labor
6 and Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor
7 Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and
8 others aggrieved.

9 **II. JURISDICTION AND VENUE**

10 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
11 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
12 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
13 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
14 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
15 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
16 aggrieved California-based hourly non-exempt employees occurred in locations throughout
17 California, including but not limited to Shasta County at 1100 Butte Street, Redding, CA 9600.

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

22 **III. PARTIES**

23 4. Plaintiff brings this action as a representative of the Labor and Workforce
24 Development Agency on behalf of herself and other current and former employees subject to
25 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
26 filed include current, former and/or future employees of Defendants who work, worked, or will
27 work for Defendants as direct employees as well as temporary employees employed through temp
28 agencies as hourly non-exempt employees in California. At all times mentioned herein, the

1 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
2 employed by Defendants in an hourly position at Defendants' location in Shasta from in or around
3 May 2019, until on or about April 4, 2022.

4 5. Plaintiff is informed and believes and thereon alleges that Defendant PRIME
5 HEALTHCARE SERVICES-SHASTA, LLC is authorized to do business within the State of
6 California and is doing business in the State of California and/or that Defendants DOES 1-50 are,
7 and at all times relevant hereto were persons acting on behalf of Defendant PRIME
8 HEALTHCARE SERVICES-SHASTA, LLC in the establishment of, or ratification of, the
9 aforementioned illegal wage and hour practices or policies. Defendant PRIME HEALTHCARE
10 SERVICES-SHASTA, LLC operates in Shasta County and employed Plaintiff and aggrieved
11 employees in Shasta County, including but not limited to, at 1100 Butte Street, Redding, CA 9600.

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

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

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

1 (a) "Rounding" down or "shaving" Plaintiff and other current and former aggrieved
2 California-based hourly non-exempt employees' hours worked at the time of their clock-ins and
3 clock-outs, including clock ins and clock outs for meal breaks, to the nearest one-tenth of an hour,
4 to the benefit of Defendant.

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

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

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

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

28 Labor Code section 510.

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

1 (b) “Rounding” down or “shaving” Plaintiff and other current and former aggrieved
2 California-based hourly non-exempt employees’ hours worked at the time of their clock-ins and
3 clock-outs, including clock ins and clock outs for meal breaks, to the nearest one-tenth of an hour,
4 to the benefit of Defendant.

5 20. Additionally, in this case, Plaintiff alleges that when she and other current and
6 former aggrieved California-based hourly non-exempt employees earned overtime wages,
7 Defendant failed to pay them overtime wages at the proper overtime rate of pay due to Employer
8 failure to include all remuneration when calculating the overtime rate of pay. Specifically,
9 Defendant maintained a policy, practice, and/or procedure of failing to include all remuneration
10 such as “RNLADBNS,” for example, when calculating Plaintiff and other current and former
11 aggrieved California-based hourly non-exempt employees’ regular rate of pay for the purpose of
12 paying overtime wages

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

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

25 23. California law requires an employer to authorize or permit an employee an
26 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
27 all duties and the employer relinquishes control over the employee’s activities prior to the
28 employee’s sixth hour of work. Labor Code sections 226.7, 512; Wage Order 5 at §11; *Brinker*

1 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
2 employee for a work period of more than ten (10) hours per day without providing the employee
3 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
4 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
5 shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal
6 period is only permitted when: (1) the nature of the work prevents an employee from being
7 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

8 24. If an employer fails to provide an employee a meal period in accordance with the
9 law, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay
10 for each workday that a legally required and compliant meal period was not provided. Labor Code
11 section 226.7; Wage Order 5 at §11.

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

16 (a) Failing to provide 30-minute meal breaks due to “rounding” or “shaving” Plaintiff
17 and other current and former aggrieved California-based hourly non-exempt employees’ hours
18 worked at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal
19 breaks, to the nearest one-tenth of an hour, to the benefit of Defendant.

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

26 27. Finally, on occasions when Employer did pay Plaintiff and other current and former
27 aggrieved California-based hourly non-exempt employees “premium” wage for late, missed, short,
28 on-premise, on-duty, and/or interrupted meal periods, Defendant failed to pay the one (1)

1 additional hour of pay at Plaintiff and other current and former aggrieved California-based hourly
2 non-exempt employees regular rate of compensation. Specifically, Defendant maintained a policy,
3 practice, and/or procedure of failing to include all remuneration such as “RNLADBNS,” for
4 example, when calculating Plaintiff and other current and former aggrieved California-based
5 hourly non-exempt employees’ regular rate of compensation for purposes of calculating and
6 paying meal period premium wages

7 28. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff
8 and other current and former aggrieved California-based hourly non-exempt employees not
9 receiving wages to compensate them for workdays during which Defendants did not provide them
10 with meal periods in compliance with California law.

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

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

26 31. If the employer fails to authorize or permit a required rest period, the employer
27 must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday
28 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;

1 Wage Order 5 at § 12.

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

6 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
7 hourly non-exempt employees with net ten (10) minute rest breaks for every four (4) hours worked
8 or major fraction thereof.

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

14 34. Finally, on occasions when Defendant did pay Plaintiff and other current and
15 former aggrieved California-based hourly non-exempt employees "premium" wage for late,
16 missed, short, on-premise, on-duty, and/or interrupted rest periods, Defendant failed to pay the one
17 (1) additional hour of pay at Plaintiff and other current and former aggrieved California-based
18 hourly non-exempt employees regular rate of compensation. Specifically, Employer maintained a
19 policy, practice, and/or procedure of failing to include all remuneration such as "RNLADBNS,"
20 for example, when calculating Plaintiff and other current and former aggrieved California-based
21 hourly non-exempt employees' regular rate of pay for purposes of calculating and paying rest
22 period premium wages.

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

27 36. **Failure to pay wages for accrued paid sick days at the regular rate:** Defendants
28 had a policy and/or procedure where Plaintiff and other current and former aggrieved California-

1 based hourly non-exempt employees accrued paid sick time..

2 37. Labor Code section 246, subdivision (a), states in relevant part “[a]n employee
3 who...works in California for the same employer for 30 or more days within a year from the
4 commencement of employment is entitled to paid sick days.” Additionally, an employee accrues
5 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked,
6 beginning at the commencement of employment. Labor Code section 246(b). Plaintiff and other
7 current and former aggrieved California-based hourly non-exempt employees were employed by
8 Defendant for 30 or more days and were entitled to paid sick days. Also, Plaintiff began accruing
9 paid sick days since the beginning of each of their respective employment with Employer.

10 38. Labor Code section 246, subdivision (l), provides that an Defendant shall calculate
11 the paid sick time for non-exempt employees in the same manner as the regular rate of pay for the
12 workweek in which the employee elected to use paid sick time. “The regular rate at which an
13 employee is employed shall be deemed to include all remuneration for employment paid to, or on
14 behalf, of the employee.” See Division of Labor Standards Enforcement – Enforcement Policies
15 and Interpretations Manual, Section 49.1.2.

16 39. In this case, Plaintiff alleges that when she and other current and former aggrieved
17 California-based hourly non-exempt employees to use paid sick time, Defendant failed to pay
18 them sick time wages at the proper sick time rate of pay due to Defendant failure to include all
19 remuneration when calculating the sick time rate of pay. Specifically, Employer maintained a
20 policy, practice, and/or procedure of failing to include all remuneration such as, for example,
21 “RNLADBNS,” when calculating Plaintiff and other current and former aggrieved California-
22 based hourly non-exempt employees regular rate of pay for the purpose of paying sick time.

23 40. Defendants’ foregoing policy, practice, and/or procedure resulted in Defendants
24 failing to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt
25 employees at their sick time regular rate of pay for all sick time accrued, in violation of Labor
26 Code section 246.

27 41. **Failure to timely pay earned wages during employment:** In California, wages
28 must be paid at least twice during each calendar month on days designated in advance by the

1 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
2 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
3 16th and the 26th day of that month and wages earned between the 16th and the last day,
4 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
5 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
6 paid within seven (7) calendar days following the close of the payroll period in which wages were
7 earned. Labor Code section 204(d).

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

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

28 44. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff

1 and other current and former aggrieved California-based hourly non-exempt employees all wages
2 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest
3 period premium wages) rendered Plaintiff's and other current and former aggrieved California-
4 based hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code
5 section 226.

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

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

15 **47.** Defendants' violations of Wage Order 5 constituted violations of Labor Code
16 section 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

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

21 **49.** Plaintiff has complied with the procedures for bringing suit specified in Labor
22 Code section 2699.3. On March 22, 2023, Plaintiff filed a PAGA Claim Notice with the LWDA
23 and provided notice to Defendants by certified mail which provided notice of the specific
24 provisions of the Labor Code alleged to have been violated, including the facts and theories to
25 support the violations alleged.

26 **50.** Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
27 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
28 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the

parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends to investigate Plaintiff's claims.

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

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

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

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

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

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

PRAYER FOR RELIEF

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

ON THE FIRST CAUSE OF ACTION:

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

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

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

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

10
11 Dated: May 30, 2023

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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13 By: 
14 _____
15 Joseph Lavi, Esq.
16 Vincent C. Granberry, Esq.
17 Melissa A. Huether, Esq.
18 Attorneys for Plaintiff
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20 on behalf of herself and current and former
21 aggrieved employees
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