

ERIC A. GROVER (SBN 136080)
eagrover@kellergrover.com
ROBERT W. SPENCER (SBN 238491)
rspencer@kellergrover.com
KELLER GROVER LLP
1965 Market Street
San Francisco, California 94103
Telephone: (415) 543-1305
Facsimile: (415) 543-7861

Attorneys for Plaintiff
DALIA DELGADO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DALIA DELGADO, on behalf of herself, and
all aggrieved employees,

Plaintiff,

v.

AVALON VILLA HEALTH CARE, LLC; and
DOES 1 through 100, inclusive,

Defendants.

Case No: **23STCV15615**

REPRESENTATIVE ACTION

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

**1. VIOLATIONS OF THE LABOR CODE;
2. PENALTIES; and
3. ATTORNEYS' FEES.**

Plaintiff DALIA DELGADO, on behalf of herself and all aggrieved employees, complains against Defendants AVALON VILLA HEALTH CARE, LLC and Does 1 through 100 (all referred to collectively as “Defendants” or “AVALON VILLA”) as follows:

I. JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over Plaintiff’s claims, based on, among other statutes, California Labor Code §§ 201-203, 204, 224, 226(a), 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802. In particular, Plaintiff has complied with all California Labor Code § 2699.3 requirements for commencing a civil action under the California Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* (“PAGA”).

2. This Court has personal jurisdiction over the parties because, at all relevant times, Plaintiff was a California resident who worked in California for Defendants and Defendants systematically and continuously have conducted business in the State of California.

3. Venue is proper in this Court under California Code of Civil Procedure § 395.5 because Defendants’ principal place of business listed on the Secretary of State’s webpage is located in Los Angeles County at 4035 Grand View Boulevard, Los Angeles, California 90066.

II. PARTIES AND BACKGROUND

4. Plaintiff DALIA DELGADO is an adult who worked for Defendants as an hourly dietary aid for Defendants from approximately June 6, 2019 through October 31, 2022.

5. Defendant AVALON VILLA HEALTH CARE, LLC is a California limited liability company doing business throughout California and is a “person” as defined by California Labor Code § 18 and California Business and Professions Code § 17201. In addition, it is an “employer” as that term is used in the California Labor Code and in the California Industrial Welfare Commission’s Orders regulating wages, hours, and working conditions.

6. Plaintiff is ignorant of the true names and capacities of Defendants sued as Does 1 through 100, inclusive, and therefore sues those Defendants by those fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and on that ground alleges that each of the fictitiously-named Defendants is responsible in some manner for the occurrences alleged and that Plaintiff’s damages and other

1 losses as alleged are proximately caused by those occurrences.

2 7. On behalf of the State of California and all aggrieved employees who worked as
3 hourly non-exempt employees in California at any time or times during the applicable statute of
4 limitations, Plaintiff seeks all applicable penalties, interest, attorneys' fees, costs and other sums
5 for each violation of: (a) California Labor Code §§ 226.7, 510, 1194, 1194.2, 1197, 1197.1 1198
6 and 1199 and the applicable IWC Wage Order (failure to pay wages, including minimum wages
7 and overtime, for all hours worked), (b) Labor Code § 1198, 1199 and the applicable IWC Wage
8 Order (failure to pay reporting time pay), (c) California Labor Code §§ 226.7, 512, 1198 and
9 1999 and the applicable IWC Wage Order (failure to provide meal periods); (d) California Labor
10 Code § 226.7, 1198 and 1199 and the applicable IWC Wage Order (failure to authorize and
11 permit rest breaks); (e) policy and practice of violating California Labor Code §§ 226 and 226.3
12 (failure to provide accurate itemized wage statements); (f) California Labor Code §§ 201-203
13 (failure to pay former aggrieved employees all wages due and owing at the time of discharge or
14 voluntary quit); (g) California Labor Code § 204 (failure to pay aggrieved employees in a timely
15 manner); and (h) California Labor Code § 2802 (failure to reimburse aggrieved employees for all
16 necessary expenditures and losses incurred at the direction of and/or on behalf of Defendants).

17 **III. FACTUAL ALLEGATIONS**

18 8. This is a representative action under Labor Code §§ 2698, *et seq.*, seeking PAGA
19 penalties interest, attorneys' fees, costs and other sums for violations of the Labor Code.

20 9. AVALON VILLA operates a skilled nursing facility in Los Angeles, California.

21 10. At all relevant times, Plaintiff performed work for AVALON VILLA as an hourly
22 dietary aid. During her employment with AVALON VILLA, Plaintiff was typically scheduled to
23 work five days a week, however she generally was called-in and worked six days a week or more.
24 She typically worked eight or more hours in a shift, including multiple shifts over 10 hours, and
25 even some double-shifts up to 16-hours a day.

26 11. Defendants have implemented a policy and practice of failing to pay Plaintiff and
27 other aggrieved employees statutorily-mandated overtime pay by failing to pay them their entire
28 hourly rate and/or premium wages and, at times, any wages at all, including the minimum wage,

1 for compensable time spent under AVALON VILLA's direction and control, including pre-shift
2 and post-shift activities off-the-clock. Among other things, Plaintiff and other aggrieved
3 employees were required to undergo covid testing, temperature testing, bag checks, and don and
4 doff protective gear off-the-clock. Plaintiff and other aggrieved employees also had to utilize their
5 personal cellular telephones and personal vehicles for business purposes, all while not clocked-in.
6 As such, Plaintiff and other aggrieved employees did not receive any pay whatsoever for this
7 time.

8 12. AVALON VILLA employed a policy and practice of failing to pay Plaintiff and
9 other aggrieved employees reporting time pay. Plaintiff was sent home numerous times after
10 reporting for a scheduled shift and did not receive reporting pay. AVALON VILLA's failure to
11 pay reporting time pay violates Labor Code §§ 1198, 1199, and the applicable IWC Wage Order.

12 13. At all relevant times, Labor Code §§ 226.7 and 512 and the applicable IWC Wage
13 Order required employers to provide employees with a first meal period of not less than 30
14 minutes during which they are relieved of all duty (referred to as "duty-free") before working
15 more than five hours, and a second duty-free meal period of not less than 30 minutes before
16 working more than 10 hours in a day. As alleged herein, AVALON VILLA employed a policy
17 and practice of failing to provide all meal periods to Plaintiff and other aggrieved employees.
18 Plaintiff's first meal period was often late, however management instructed her to clock-out prior
19 to the end of the fifth hour of work to make it seem as though her meal period was timely. Her
20 meal periods were also interrupted and cut short approximately two to three times per week due
21 to understaffing. Plaintiff also worked numerous shifts over 10-hours, including some double-
22 shifts up to 16-hours a day, and did not receive a second meal period. On information and belief,
23 other aggrieved employees also missed their meal periods.

24 14. At all relevant times, Labor Code § 226.7 and the applicable IWC Wage Order
25 required employers to authorize and permit a paid rest break of at least 10 minutes for every four
26 hours of work performed or major fraction thereof. An employee working more than ten hours in
27 a single workday is entitled to three paid rest breaks, each lasting at least 10 minutes. As alleged
28 herein, AVALON VILLA employed a policy and practice of failing to permit and authorize rest

1 periods and/or paying rest period premiums to aggrieved employees for such rest periods not
2 provided, in violation of the Labor Code and Wage Order 4-2001. Plaintiff estimates that she only
3 received one rest break per day, despite regularly working over eight hours per day as well as
4 working double-shifts up to 16 hours a day. On information and belief, other aggrieved
5 employees also missed their rest periods.

6 15. Labor Code § 226 provides that every employer is required, “semimonthly or at
7 the time of each payment of wages,” to provide each employee with an itemized wage statement
8 setting forth, *inter alia*, the total hours worked by the employee (except for salaried employees)
9 and “all applicable hourly rates in effect during the pay period and the corresponding number of
10 hours worked at each hourly rate by the employee.” Lab. Code § 226(a). Defendants implemented
11 a policy and practice of violating Labor Code § 226 by failing to provide complete and accurate
12 itemized wage statements to Plaintiff and other aggrieved employees in that the wage statements
13 provided did not, among other things, display the correct “total hours worked” and “gross wages
14 earned” in violation of Labor Code § 226(a). Through its violation of Labor Code § 226(a),
15 Defendants also violated Labor Code § 226.3

16 16. Defendants had a policy and practice of violating California Labor Code §§ 201-
17 203 by failing to pay Plaintiff and other aggrieved employees all wages due and owing at the time
18 of discharge or voluntary quit. Plaintiff and other aggrieved employees who no longer are
19 employed by Defendants still are owed minimum wages and overtime, as well as premium pay
20 for missed meal periods and rest breaks.

21 17. AVALON VILLA employed a policy and practice of failing to pay Plaintiffs and
22 other aggrieved employees all wages due and owing in a timely manner as required by Labor
23 Code § 204.

24 18. Defendants implemented a policy and practice of violating Labor Code § 2802 by
25 failing to reimburse Plaintiff and other aggrieved employees for necessary expenditures and
26 losses incurred in their work for Defendants. AVALON VILLA required Plaintiff and other
27 aggrieved employees to utilize their personal telephones for business purposes. Defendants
28 resorted to telephoning Plaintiff and other aggrieved employees on their personal cellular

telephones both at work as well as outside normal working hours. Moreover, during the course of their relationship with AVALON VILLA, certain aggrieved employees have been required to use their personal vehicles for business purposes, including running errands on behalf of Defendants. Plaintiff and other aggrieved employees have not received full reimbursement and/or indemnity for all necessary expenditures or losses incurred in connection with the expenses described above.

IV. REPRESENTATIVE ACTION ALLEGATIONS

19. Plaintiff seeks to represent all aggrieved employees within the meaning of Labor Code §§ 2698, *et seq.* who, within the applicable limitations period, up to the present and until compliance with the law, performed work in California for AVALON VILLA as hourly employees.

20. On behalf of all aggrieved employees, Plaintiff seeks PAGA penalties under Labor Code §§ 226.3 and 2699(f), as applicable, for each violation of Labor Code, including:

- (a) §§ 226.7, 1194, 1194.2, 1197, 1197.1, 1198 and 1999 and the applicable IWC Wage Order (failure to pay minimum wages and overtime);
- (b) §§ 1198 and 1999 and the applicable IWC Wage Order (failure to pay reporting pay);
- (c) §§ 226.7, 1194, 1194.2, 1197, 1197.1, 1198 and 1999 and the applicable IWC Wage Order (failure to pay minimum wages and overtime);
- (d) §§ 226.7, 512(a), 1198 and 1199 and the applicable IWC Wage Order (failure to provide meal periods);
- (e) §§ 226.7, 1198 and 1199 and the applicable IWC Wage Order (failure to provide rest breaks);
- (f) §§ 226(a) and 226.3 (failure to provide itemized wage statements);
- (g) §§ 201-203 (failure to pay wages upon termination);
- (h) § 204 (failure to pay wages in a timely manner); and
- (i) § 2802 (failure to reimburse business expenses);

21. There is a well-defined community of OR The State of California has an enforcement interest in the questions of law and fact affecting the aggrieved employees whom

Plaintiff seeks to represent. The aggrieved employees' claims against Defendants involve questions of common or general interest, including but not limited to whether Defendants: (1) violated the Labor Code and the applicable IWC Wage Order by failing to pay any wages, including minimum wages and overtime, to aggrieved employees workers for various hours worked, including wages compensable pre- and post-shift activities; (2) violated the Labor Code and the applicable IWC wage order by failing to pay aggrieved employees reporting time pay, (3) violated the Labor Code and the applicable IWC Wage Order by failing to provide aggrieved employees with all of their required off-duty meal periods and failing to pay the required missed-meal-period premiums for each meal period that was not provided; (4) violated the Labor Code and the applicable IWC Wage Order by failing to authorize and permit aggrieved employees to take all of their required paid rest breaks and failing to pay the required missed-rest-break premium for each paid rest break not allowed or permitted; (5) violated Labor Code §§ 226 and 226.3 by failing to provide aggrieved employees with accurate and itemized wage statements; (6) violated Labor Code §§ 201-203 by failing to pay departing aggrieved employees all wages due at the time of discharge or voluntary quit; (7) violated Labor Code § 204 by failing to pay aggrieved employees their wages in a timely manner as required by that section; and (8) violated Labor Code § 2802 by failing to reimburse aggrieved employees for all necessary expenditures and losses incurred in the direct consequence of the discharge of their duties.

22. Plaintiff's claims are typical of the claims of the aggrieved employees whom Plaintiff seeks to represent on a representative basis and her interests are consistent with, and not antagonistic to, those of the other aggrieved employees. Plaintiff will fairly and adequately represent the interests of the aggrieved employees whom she seeks to represent because Plaintiff is also an aggrieved employee and her claims are typical of those of the aggrieved employees. Plaintiff has retained attorneys who are experienced in the prosecution of representative actions and Plaintiff intends to prosecute this action vigorously.

23. Common questions of law and fact exist as to all aggrieved employees that predominate over any other questions affecting only individual aggrieved employees.

24. Plaintiff requests permission to amend the Complaint to include additional

representatives if Plaintiff is deemed not to be an adequate representative of the aggrieved employees.

V. FIRST CAUSE OF ACTION
(UNPAID WAGES, OVERTIME PAY AND MINIMUM WAGES –
LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

25. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

26. California Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

27. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations were committed.

28. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 as well as the applicable IWC Wage Order.

29. By the actions alleged in this complaint, Defendants failed to pay Plaintiff and other aggrieved employees any wages, including minimum wages and overtime pay, for certain hours worked, all in violation of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 as well as the applicable IWC Wage Order.

30. Therefore, Plaintiff and all current and former aggrieved employees demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 as well as the applicable IWC Wage Order.

31. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

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VI. SECOND CAUSE OF ACTION
(UNPAID REPORTING TIME PAY –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

32. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

33. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

34. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violator and against whom one or more of the alleged violations were committed.

35. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 1198 and 1199.

36. By the actions alleged herein, Defendants failed to pay Plaintiff and other aggrieved employees reporting time pay in violation of Labor Code §§ 1198 and 1199.

37. Therefore, Plaintiff, for herself and all current and former aggrieved employees and on behalf of the State of California, demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 1198 and 1199.

38. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiffs pray for relief as set forth below.

VII. THIRD CAUSE OF ACTION
(FAILURE TO PROVIDE MEAL PERIODS –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

39. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

40. California Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

41. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code

Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

42. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 226.7, 512, 1198 and 1199 and the applicable IWC Wage Order.

43. By the actions alleged herein, Defendants failed to provide Plaintiffs and other aggrieved employees to take their required meal periods in violation of Labor Code §§ 226.7, 512, 1198 and 1199 and the applicable IWC Wage Order.

44. Therefore, Plaintiff and all current and former aggrieved employees demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 226.7, 512, 1198 and 1199 and the applicable IWC Wage Order.

45. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

VIII. FOURTH CAUSE OF ACTION

(FAILURE TO AUTHORIZE AND PERMIT REST PERIODS –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

46. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

47. California Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties on their own behalf and on behalf of other current and former employees.

48. Plaintiff is an "aggrieved employee" as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

49. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 226.7, 1198 and 1199 and the applicable IWC Wage Order.

50. By the actions alleged herein, Defendants failed to authorize and permit aggrieved

employees to take their required rest periods in violation of Labor Code §§ 226.7, 1198 and 1199 and the applicable IWC Wage Order.

51. Therefore, Plaintiff and all current and former aggrieved employees demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 226.7, 1198 and 1199 and the applicable IWC Wage Order.

52. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

IX. FIFTH CAUSE OF ACTION

**(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS –
LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

53. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

54. California Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties on their own behalf and on behalf of other current and former employees.

55. Plaintiff is an "aggrieved employee" as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

56. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 226(a) and 226.3.

57. By the actions alleged herein, Defendants have failed to comply with Labor Code § 226(a) as it relates to Plaintiff and the other aggrieved employees. As alleged above, AVALON VILLA employs a policy and practice of failing to provide complete and accurate itemized wage statements to Plaintiffs and other aggrieved employees as required by Labor Code § 226(a) in that the wage statements provided do not, among other things, display "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate," the correct "total hours worked," and the "gross wages earned." In addition, the wage statements did not include premium pay for missed meal and rest periods.

58. Therefore, Plaintiff, for herself and all current and former aggrieved employees on behalf of the State of California, demands the Labor Code § 226.3 penalties provided for violations of Labor Code § 226(a). (If Labor Code § 226.3 is found not to apply to Defendants' violations of Labor Code § 226(a), Plaintiff alternatively will seek Labor Code § 2699(f) penalties.)

59. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

X. SIXTH CAUSE OF ACTION

(LABOR CODE §§ 201-203 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

60. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

61. California Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties on their own behalf and on behalf of other current and former employees.

62. Plaintiff is an "aggrieved employee" as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

63. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 201-203.

64. By the actions alleged herein, Defendants failed to comply with Labor Code §§ 201-203 as they relate to Plaintiff and the other aggrieved employees.

65. Therefore, Plaintiff, for herself and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 201-203.

66. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

XI. SEVENTH CAUSE OF ACTION

(LABOR CODE § 2802 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

67. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

68. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

69. Plaintiff is an “aggrieved employee” as that term is defined in PAGA because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

70. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 2802.

71. By their actions as alleged herein, Defendants have failed to comply with Labor Code § 2802 as it relates to Plaintiff and other aggrieved employees.

72. Plaintiff, for herself and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 2802.

73. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

XVI. SEVENTH CAUSE OF ACTION

(LABOR CODE § 204 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

74. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

75. California Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

76. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged

violators and against whom one or more of the alleged violations was committed.

77. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 204.

78. By the actions alleged herein, Defendants have failed to comply with Labor Code § 204 as it relates to Plaintiff and the other aggrieved employees.

79. Therefore, Plaintiff, for herself and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code § 204.

80. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

XVII. PRAYER FOR RELIEF

Plaintiff prays for relief as follows:

- i. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current and former aggrieved employee for each violation of Labor Code §§ 226.7, 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 (failure to pay wages, including minimum wages and overtime, for all hours worked) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- ii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current and former aggrieved employee for each violation of Labor Code §§ 1198 and 1199 and the applicable IWC Wage Order (failure to pay reporting time pay) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- iii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code §§ 226.7, 512(a), 1198 and 1199 (missed meal periods) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

- iv. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code §§ 226.7, 1198 and 1199 (missed rest periods) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- v. For civil penalties as specified by Labor Code § 226.3 for Plaintiff and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the original filing of the Complaint. (Should Labor Code § 226.3 be found not to apply to Defendants' violations of Labor Code § 226(a), Plaintiff alternatively seeks the civil penalties specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the original filing of the Complaint.)
- vi. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code §§ 201-203 (failure to pay departing employees all wages due and owing) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- vii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code § 2802 (unreimbursed business expenses) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- viii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code § 204 (failure to pay wages in a timely manner) during the applicable limitations period preceding the filing

of the Complaint and up to and including the present and until the date of compliance with the law;

ix. For reasonable attorneys' fees and costs as allowed by law, including Labor Code § 2699(g)(1) and Code of Civil Procedure § 1021.5

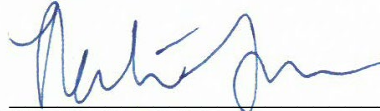
x. For all interest as required by Labor Code § 218.6 or any other applicable law;

xi. For such other and further relief as the Court should deem proper.

Dated: July 5, 2023

Respectfully submitted,

KELLER GROVER LLP



By: _____

ERIC A. GROVER

ROBERT SPENCER

Attorneys for Plaintiff and the Aggrieved Employees