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David W. Slayton,
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6 Attorneys for Plaintiff CHRISTINA BERMUDEZ

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

11 CHRISTINA BERMUDEZ, an individual, on
12 behalf of herself, all other aggrieved employees,
13 and the State of California,

13 Plaintiff,

14 v.

15 ROSE MEAT SERVICES, INC.; BARONHR
16 WEST, INC.; and DOES 1 through 10, inclusive,

17 Defendants.
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Case No. **23NWCVO2948**

**REPRESENTATIVE ACTION
COMPLAINT FOR VIOLATION OF
THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (CAL. LAB.
CODE §§ 2698, ET SEQ.)**

1 Plaintiff CHRISTINA BERMUDEZ (“Plaintiff”), individually and on behalf of other
2 aggrieved employees, hereby brings this representative action Complaint pursuant to the Private
3 Attorneys General Act of 2004 (“PAGA”), California Labor Code Sections 2698, *et seq.*, against
4 ROSE MEAT SERVICES, INC.; and DOES 1 through 10 inclusive (collectively, “Defendants”), and
5 hereby alleges with knowledge with respect to her own acts and on information and belief as to other
6 matters as follows:

7 **INTRODUCTION**

8 1. This representative PAGA action, pursuant to Labor Code Sections 2698, *et seq.*, is
9 brought by Plaintiff on behalf of herself and all current and former employees of Defendants employed
10 in California during the PAGA Period (collectively, “Aggrieved Employees”). The term “PAGA
11 Period” is defined as commencing from one year prior to the submission of Plaintiff’s notice of Labor
12 Code violations to the Labor and Workforce Development Agency (“LWDA”) and Defendants
13 through the date of final judgment.

14 2. During the PAGA Period, Plaintiff and Aggrieved Employees were employed by
15 Defendants and performed work for Defendants in Southern California. Plaintiff worked for
16 Defendants in Los Angeles, California.

17 3. Defendants have engaged in a systematic pattern of wage and hour violations under the
18 California Labor Code (“Labor Code”). During the PAGA Period, Defendants maintained a consistent
19 practice and policy of violating state wage and hour laws by, among other things, failing to pay all
20 wages (including minimum, regular, overtime, and/or double time wages), failing to provide compliant
21 meal and rest periods or compensation in lieu thereof, failing to timely pay all wages due upon
22 separation of employment, failing to provide accurate itemized wage statements, failing to maintain
23 accurate records of hours worked, and failing to reimburse business expenses.

24 4. Plaintiff’s representative PAGA action is brought under, *inter alia*, the California
25 Industrial Welfare Commission (“IWC”) Wage Orders and applicable provisions of the California
26 Code of Regulations, California Code of Civil Procedure Section 1021.5, and Labor Code Sections
27 98.6, 201, 202, 203, 204, 206, 210, 221, 223, 226, 226.3, 226.7, 256, 227.3, 232.5(c), 233, 234, 510,
28 511, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199,

1 2800, 2802 and 2804.

2 5. Plaintiff brings this representative action on behalf of herself and other Aggrieved
3 Employees and seeks civil penalties, attorneys' fees, and costs pursuant to Labor Code Sections 1194.2
4 and 2698, *et seq.* against Defendants.

5 **JURISDICTION AND VENUE**

6 6. This Court has jurisdiction over all causes of action asserted herein pursuant to the
7 California Constitution, Article VI, Section 10, which grants the superior courts original jurisdiction
8 in all cases except those given to other trial courts. The sole cause of action alleged in this Complaint
9 arises under California law. Further, this is a representative PAGA action and the monetary damages,
10 restitution, penalties, and other amounts sought by Plaintiff exceed the minimal jurisdictional limit of
11 this Court and will be established according to proof at trial. In addition, PAGA penalties cannot be
12 aggregated to meet the jurisdictional threshold for diversity jurisdiction in federal court.

13 7. This Court has personal jurisdiction over all Defendants because each defendant has
14 sufficient minimum contacts with California, having intentionally availed itself of the California forum
15 so as to render the exercise of jurisdiction over it by this Court consistent with traditional notions of
16 fair play and substantial justice.

17 8. Venue in Los Angeles County is proper under California Business & Professions Code
18 Section 17203 and California Code of Civil Procedure Section 395.5 because a substantial part of
19 Defendants' unlawful conduct, acts, and omissions alleged in this Complaint occurred in this County,
20 Defendants conduct substantial business in this County, and/or Defendants' liability arose in this
21 County.

22 **PARTIES**

23 9. Plaintiff CHRISTINA BERMUDEZ is an individual residing in California. Defendants
24 employed Plaintiff as a non-exempt hourly employee during the PAGA Period and Plaintiff's
25 employment with Defendants ended within one (1) year of the filing of this action. Plaintiff worked
26 for Defendants as a production supervisor whose primary job duties included, *inter alia*, receiving and
27 organizing orders and closing duties.

28 10. Defendant ROSE MEAT SERVICES, INC. ("ROSE MEAT") is a California

1 corporation doing business throughout the state of California and provides chiropractic services
2 throughout Southern California, including Los Angeles County. ROSE MEAT is, and at all relevant
3 times was, an employer subject to California state wage and hour laws. Plaintiff is informed, believes,
4 and thereon alleges that the practices and policies of ROSE MEAT that are complained of by way of
5 this Complaint were implemented during the PAGA Period.

6 11. Defendant BARONHR WEST, INC. ("BARONHR") is a California corporation doing
7 business throughout the state of California and provides chiropractic services throughout Southern
8 California, including Los Angeles County. BARONHR is, and at all relevant times was, an employer
9 subject to California state wage and hour laws. Plaintiff is informed, believes, and thereon alleges that
10 the practices and policies of BARONHR that are complained of by way of this Complaint were
11 implemented during the PAGA Period.

12 12. Defendants continue to employ non-exempt employees within California.

13 13. Plaintiff is unaware of the true names and capacities of those Defendants identified as
14 DOES 1 through 10. Therefore, Plaintiff identifies those Defendants fictitiously. Each DOE
15 Defendant was a parent, sister, or related corporate entity of Defendants, or an owner, employee or
16 agent of Defendants, and each related entity, and was acting with the knowledge and authorization of
17 each of the other Defendants. Plaintiff will seek to amend this Complaint to allege the true names and
18 capacities of each DOE Defendant when their names have been ascertained and identified. Each of the
19 Defendants sued as DOES 1 through 10 participated in, received the benefit of, or was in some way
20 responsible for one or more of the wrongful acts and omissions and some portion of the damages
21 alleged herein.

22 14. At all times relevant hereto, each defendant acted in all respects pertinent to this action
23 as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects
24 pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.
25 Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and
26 the Aggrieved Employees.

27 15. Defendants, each and all of them, at all times relevant, were the joint employers, parent
28 companies, successor companies, predecessors in interest, affiliates, agents, employees, servants, joint

1 venturers, directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining
2 Defendants. Defendants, unless otherwise alleged, at all times relevant, performed all acts and
3 omissions alleged herein within the course and scope of said relationship(s), and are a proximate cause
4 of Plaintiff's damages alleged herein.

5 16. There exists a unity of interest in ownership between Defendants and DOES 1 through
6 10, inclusive, such that any individuality and separateness between the individual and the corporation
7 does not exist, as Defendants, and DOES 1 through 10, inclusive, are alter egos, in that: (a) Defendants
8 are and at all times mentioned herein were mere shells, instrumentalities and conduits through which
9 DOES 1 through 10, inclusive, carried out their business in the business name, exercising complete
10 control and dominance over such business; (b) that Defendants were conceived, intended and used by
11 DOES 1 through 10, inclusive, as devices to avoid individual liability and in place of Defendants, and
12 DOES 1 through 10, inclusive, and were without the financial solvency and responsibility required by
13 law; and (c) that all of the assets of the Defendants have been transferred to DOES 1 through 10,
14 inclusive, or some other individual or entity which he/she/it owns or controls, with the intent to hinder,
15 delay or defraud creditors of Defendants, leaving Defendants with no assets. Further, there exists a
16 principal-agency relationship between and among Defendants.

17 17. At all relevant times, Defendants were agents of each other and acting within the course
18 and scope of their agency.

19 **GENERAL ALLEGATIONS**

20 18. At all relevant times, Defendants employed Plaintiff and other Aggrieved Employees
21 as non-exempt employees.

22 19. At all relevant times, Defendants were advised by skilled lawyers, employees and other
23 professionals who were knowledgeable about California wage and hour law, employment and
24 personnel practices, and the requirements of California.

25 20. Through this action, Plaintiff alleges Defendants have consistently maintained and
26 enforced unlawful employment practices and policies against Plaintiff and other Aggrieved Employees
27 which violate the Labor Code and IWC Wage Orders.

28 21. Defendants knew or should have known they had a duty to compensate Plaintiff and/or

1 other Aggrieved Employees, and Defendants had the financial ability to pay such compensation but
2 willfully, knowingly, and intentionally failed to do so to increase Defendants' profits.

3 22. **Unpaid Wages:** Defendants knew or should have known that Plaintiff and other
4 Aggrieved Employees were entitled to receive at least minimum wages, wages at their regular rate of
5 pay, overtime and double time wages, and that they were not receiving minimum, regular, overtime,
6 and double time wages for all work that was required to be performed. On information and belief,
7 during the PAGA Period, Aggrieved Employees regularly worked more than 8 hours, 10 hours, and/or
8 12 hours per workday and/or over 40 hours per workweek. In violation of the Labor Code, Defendants
9 failed to pay the minimum, regular, overtime, and double time rate of pay to Plaintiff and/or other
10 Aggrieved Employees for all hours worked. Defendants required Plaintiff and/or other Aggrieved
11 Employees to complete work-related tasks off the clock, such as time spent performing closing duties.
12 Further, Defendants rounded Plaintiff and/or other Aggrieved Employees' hours worked, thereby
13 depriving them of wages for all hours worked at the legally mandated rates. Defendants did not
14 compensate Plaintiff and/or other Aggrieved Employees for all hours worked because Plaintiff and/or
15 other Aggrieved Employees were regularly on-duty during their meal and/or rest periods. Defendants
16 also failed to accurately calculate the regular rate of pay, and thereby the proper overtime and double
17 time rate of pay, for Plaintiff and/or other Aggrieved Employees. Finally, Defendants failed to
18 accurately calculate Plaintiff and/or other Aggrieved Employees' sick pay at the regular rate of pay
19 for the workweek in which Plaintiff and/or other Aggrieved Employees used paid sick time, or by
20 dividing the Plaintiff and/or other Aggrieved Employees' total wages, not including overtime premium
21 pay, by the Plaintiff and/or other Aggrieved Employees' total hours worked in the full pay periods of
22 the prior 90 days of employment.

23 23. **Meal Period Violations:** Defendants knew or should have known that Plaintiff and/or
24 other Aggrieved Employees were entitled to receive a timely, off-duty, uninterrupted 30-minute meal
25 period for every five hours of work, or payment of one additional hour of pay at their regular rate of
26 pay when they did not receive a compliant meal period. Plaintiff and/or other Aggrieved Employees
27 frequently had their meal periods shortened, interrupted, late, and/or missed altogether due to
28 Defendants' practice of understaffing and prioritizing work demands over taking compliant breaks. In

1 addition, Plaintiff and/or other Aggrieved Employees were required to carry or use a communication
2 device (*e.g.*, cell phone, radio, tablet, etc.) for work purposes during meal periods. In addition,
3 Defendants failed to authorize and permit and/or make available to Plaintiff and/or other Aggrieved
4 Employees second meal periods when they worked more than 10 hours. Moreover, Defendants
5 rounded Plaintiff and/or other Aggrieved Employees' time punches for meal periods. Accordingly,
6 Defendants failed to authorize and permit and/or make available to Plaintiff and/or other Aggrieved
7 Employees timely, uninterrupted off-duty meal periods for at least 30 minutes when they worked more
8 than five (5) hours and/or 10 hours in a workday, and failed to compensate Plaintiff and/or other
9 Aggrieved Employees with an additional hour of pay at their regular rate of pay for every day in which
10 they were denied a compliant meal period.

11 24. **Rest Period Violations:** Defendants knew or should have known that Plaintiff and
12 other Aggrieved Employees were entitled to receive a 10-minute, off-duty, uninterrupted rest period
13 for every four (4) hours worked, or major fraction thereof, or payment of one additional hour of pay
14 at their regular rate of pay when they were not permitted to take a compliant rest period. Plaintiff
15 and/or other Aggrieved Employees missed their rest breaks or had them interrupted or governed by
16 Defendants' practices and policies. Specifically, Defendants prevented Plaintiff and/or other
17 Aggrieved Employees from leaving the work facility during their purported rest breaks. In addition,
18 Plaintiff and/or other Aggrieved Employees were required to carry or use a communication device
19 (*e.g.*, cell phone, radio, tablet, etc.) for work purposes during rest periods. Plaintiff and/or other
20 Aggrieved Employees also failed to adopt and implement a practice of providing third rest breaks
21 when Plaintiff and/or other Aggrieved Employees worked over 10 hours. Notwithstanding the above
22 rest break violations, Defendants failed to compensate Plaintiff and/or other Aggrieved Employees
23 with an additional hour of pay at their regular rate of pay for every day in which they suffered a rest
24 period violation.

25 25. **Unreimbursed Business Expenses:** Defendants knew or should have known that
26 Plaintiff and other Aggrieved Employees were entitled to reimbursement for their necessary work-
27 related business expenses. Defendants required Plaintiff and other Aggrieved Employees to use their
28 personal cellular phones for work purposes without reimbursement for a reasonable portion of their

1 cellular phone bills.

2 26. **Waiting Time Penalties:** Defendants knew or should have known that Plaintiff and
3 other Aggrieved Employees who separated from their employment with Defendants during the
4 statutory period were entitled to timely payment of all wages due. In violation of the Labor Code,
5 Plaintiff and other Aggrieved Employees did not receive payment of all wages owed upon separation
6 within the permissible time period due to, *inter alia*, Defendants' failure to pay all wages, meal and
7 rest period premiums, and reimburse expenses.

8 27. **Wage Statement Violations:** Defendants knew or should have known that Plaintiff
9 and/or other Aggrieved Employees were entitled to receive complete and accurate wage statements.
10 In violation of the Labor Code and IWC Wage Orders, Plaintiff and other Aggrieved Employees were
11 not furnished with complete and accurate wage statements that show all information required by Labor
12 Code Section 226, including, but not limited to, the gross and net wages earned, the total hours worked,
13 all applicable hourly rates in effect during the pay period, and the corresponding number of hours
14 worked at each hourly rate.

15 28. **Failure to Keep Accurate Records:** Defendants knew or should have known that
16 Defendants were required to keep accurate records of the hours worked by Plaintiff and/or other
17 Aggrieved Employees. In violation of the Labor Code, Defendants failed to maintain accurate records
18 of hours worked by Plaintiff and other Aggrieved Employees as a result of Defendants' conduct, acts,
19 and/or omissions described throughout this Complaint.

20 29. **Failure to Permit Aggrieved Employees to Use Accrued and Available Sick Leave:**
21 During the PAGA Period, Defendants failed to permit Plaintiff and/or Aggrieved Employees to use
22 their accrued and available sick leave entitlement.

23 30. **Failure to Provide Sick Pay:** During the PAGA Period, Defendants failed to provide
24 Plaintiff and/or Aggrieved Employees sick pay at the legally mandated rate.

25 31. **Failure to Pay Vacation Wages:** During the PAGA Period, Defendants failed to
26 provide to Plaintiff and/or Aggrieved Employees accrual of vacation wages and failed to pay to
27 Plaintiff and/or Aggrieved Employees vested vacation wages.

28 32. **Retaliation By Defendants:** During the PAGA Period, Plaintiff and/or other

1 Aggrieved Employees engaged in quintessential protected activity by making complaints to
2 Defendants regarding workplace conditions they reasonably believed to be illegal. For example,
3 Plaintiff made protected complaints to Defendants regarding a hostile work environment created by
4 Defendants' supervisor's ongoing sexual harassment against subordinate female employees. Even
5 though Defendants were aware of this male supervisor's inappropriate relationship with subordinate
6 female employees and the male supervisor's prior acts of sexual harassment (including against
7 Plaintiff), Defendants did nothing to prevent such harassment. Rather, shortly after Plaintiff engaged
8 in this protected activity, Defendants' supervisor discriminated, retaliated, and/or took adverse actions
9 against Plaintiff.

10 33. Defendants' conduct, acts, and/or omissions described throughout this Complaint were
11 willful.

12 **FIRST CAUSE OF ACTION**

13 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

14 **(CAL. LAB. CODE §§ 2698, *ET SEQ.*)**

15 **(Against All Defendants)**

16 34. Plaintiff incorporate by reference all previous paragraphs of this Complaint as though
17 fully set forth herein.

18 35. Under Labor Code Section 2699(a), any provision of the Labor Code that provides for
19 a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
20 commissions, boards, agencies or employees for violation of the code may, as an alternative, can be
21 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and
22 other current or former employees pursuant to the procedures specified in Labor Code Section 2699.3.

23 36. Under Labor Code Section 2699.3(a), a plaintiff may bring a cause of action under
24 PAGA only after giving the LWDA and the employer notice of the Labor Code Sections alleged to
25 have been violated, and after receiving notice from the LWDA of its intention not to investigate or
26 after 65 days have passed without notice from the LWDA.

27 37. On May 31, 2023, Plaintiff gave written notice of the specified provisions alleged to
28 have been violated, including the facts and theories to support the alleged violations, as required by

1 Labor Code Section 2699.3. This written notice was provided via certified mail to Defendants and to
2 the LWDA by electronically filing the notice via the Department of Industrial Relations' website.
3 More than 65 days have passed since Plaintiff submitted the PAGA notice to the LWDA without notice
4 from the LWDA. Accordingly, Plaintiff has exhausted the procedural requirements under Labor Code
5 Section 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of
6 herself and all other Aggrieved Employees under PAGA.

7 38. For all provisions of the Labor Code except those for which a civil penalty is
8 specifically provided, Labor Code Section 2699(f) imposes upon Defendants a penalty of one hundred
9 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
10 dollars (\$200) for each aggrieved employee per pay period for each subsequent pay period in which
11 Defendants violated these provisions of the Labor Code.

12 39. Pursuant to Labor Code Sections 2699.3 and 2699.5, Plaintiff may seek civil penalties
13 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,
14 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5,
15 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs
16 (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230,
17 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of
18 Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2,
19 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851,
20 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153,
21 subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision
22 (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296,
23 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,
24 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,
25 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771,
26 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,
27 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,
28 6399.7, 6400, 6401, 6401.7, 6402, and 6403.

1 40. Labor Code Section 558(a) provides “[a]ny employer or other person acting on behalf
2 of an employer who violates, or causes to be violated, a section of this chapter or any provision
3 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject
4 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
5 employee for each pay period for which the employee was underpaid . . . (2) For each subsequent
6 violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the
7 employee was underpaid.”

8 41. Labor Code Section 1197.1 provides “[a]ny employer or other person acting either
9 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to
10 any employee a wage less than the minimum fixed by an applicable state or local law, or by an order
11 of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is
12 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period
13 for which the employee is underpaid . . . (2) For each subsequent violation for the same specific
14 offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which
15 the employee is underpaid regardless of whether the initial violation is intentionally committed.”

16 42. Labor Code Section 226.3 provides: “[a]ny employer who violates subdivision (a) of
17 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
18 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
19 violation in a subsequent citation, for which the employer fails to provide the employee a wage
20 deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil
21 penalties provided for in this section are in addition to any other penalty provided by law.”

22 43. Labor Code Section 1174.5 provides a \$500 penalty for an employer’s failure to
23 maintain accurate and complete payroll records showing the hours worked daily by and the wages paid
24 to employees.

25 44. Defendants’ conduct with respect to Plaintiff and other Aggrieved Employees violates
26 numerous Labor Code sections including, but not limited to, the following:

27 (a) Violation of Labor Code Sections 201-204, 206, 210, 227.3, 246, 256, 510, 558,
28 1194, 1197, 1197.1, and 1198 for failure to timely pay all earned sick pay, vacation pay, wages

1 (including minimum, regular, overtime, and double time wages) owed to Plaintiff and other aggrieved
2 employees during employment and upon separation of employment;

3 (b) Violation of Labor Code Sections 226.7 and 512 for failure to provide meal
4 periods to Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed
5 meal periods;

6 (c) Violation of Labor Code Sections 226.7 for failure to permit rest breaks to
7 Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed rest periods;

8 (d) Violation of Labor Code Sections 226 and 226.3 for failure to provide accurate
9 itemized wage statements to Plaintiff and/or other Aggrieved Employees;

10 (e) Violation of Labor Code Sections 226, 226.3, 1174, and 1174.5 for failure to
11 calculate sick pay at the regular rate of pay for the workweek in which Plaintiff and/or other Aggrieved
12 Employees used paid sick time, or by dividing the Plaintiff and/or other Aggrieved Employees' total
13 wages, not including overtime premium pay, by the Plaintiff and/or other Aggrieved Employees' total
14 hours worked in the full pay periods of the prior 90 days of employment, in violation of Labor Code
15 Sections 246, 246.5, 247, 247.5, and 248.5 and the Healthy Workplaces, Healthy Families Act of 2014;

16 (f) Violation of Labor Code Section 227.3 for failure to provide to Plaintiff and/or
17 Aggrieved Employees accrual of vacation wages and failure to pay to Plaintiff and/or Aggrieved
18 Employees vested vacation wages;

19 (g) Violation of Labor Code Sections 221 and 223 for secretly paying Plaintiff
20 and/or Aggrieved Employees less than the statutory or contractual rate;

21 (h) Violation of Labor Code Sections 1174 and 1174.5 for failure to maintain
22 accurate records regarding the employment of Plaintiff and/or other Aggrieved Employees;

23 (i) Violation of Labor Code Sections 2800, 2802, and 2804 for failure to reimburse
24 business expenses to Plaintiff and other Aggrieved Employees; and

25 (j) Violation of Labor Code Section 1199 for each of the foregoing Labor Code
26 violations.

27 (k) Violation of Labor Code Section 1198.5 for failure to afford Plaintiff and/or
28 Aggrieved Employees the right to inspect and receive a copy of his or her personnel and employment

1 records relating to their employment with Defendants.

2 (l) Violation of Labor Code Sections 98.6, 232.5(c), and 1102.5 for retaliation
3 against Plaintiff and/or other Aggrieved Employees for engaging in quintessential protected activity
4 by making complaints to Employer regarding workplace conditions they reasonably believed to be
5 illegal.

6 45. As set forth above, Defendants have violated numerous provisions of the Labor Code
7 regulating hours and days of work as well as the IWC Wage Orders.

8 46. Pursuant to Labor Code Sections 2699(a), 2699.3, and 2699.5, Plaintiff is entitled to
9 recover civil penalties, in addition to other remedies, for violations of the Labor Code Sections cited
10 above.

11 47. Plaintiff is an “aggrieved employee” because she was employed by the alleged violators
12 and had one or more of the alleged violations committed against him, and therefore is properly suited
13 to represent the interests of all other aggrieved employees.

14 48. Plaintiff has exhausted the procedural requirements under Labor Code section 2699.3
15 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and all other
16 aggrieved employees under the PAGA.

17 49. Pursuant to Labor Code Sections 2699(g) and 2802(c) and California Code of Civil
18 Procedure Section 1021.5, Plaintiff is entitled to attorneys’ fees and costs incurred in this action.

19 **PRAYER FOR RELIEF**

20 **WHEREFORE**, Plaintiff, on behalf of herself and the other Aggrieved Employees, prays for
21 judgment and the following specific relief against Defendants, jointly and severally, as follows:

22 1. For civil penalties against Defendants on behalf of Plaintiff and all other Aggrieved
23 Employees pursuant to, *inter alia*, Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2698, *et*
24 *seq.*;

25 2. For reasonable attorneys’ fees and costs of suit to the extent permitted by law, including
26 pursuant to Labor Code Sections 2699(g) and 2802(c), and California Code of Civil Procedure Section
27 1021.5; and

28 3. For such other relief the Court deems just and proper.

1 Dated: September 14, 2023

ALAMI LAW GROUP

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4 By: 
5 David Alami
6 Shaheen Anthony Etemadi

7 Attorneys for Plaintiff CHRISTINA BERMUDEZ
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