

LOYR, APC
YOUNG W. RYU, ESQ. (SBN 266372)
young.ryu@loywr.com
ZACHARIAH E. MOURA, ESQ. (SBN 279508)
zach.moura@loywr.com
ROY K. SUH, ESQ. (SBN 283988)
roy.suh@loywr.com
KEE SEOK MAH, ESQ. (SBN 345736)
kee.mah@loywr.com
1055 West 7th Street, Suite 2290
Orange, California 90017
Telephone: (213) 318 – 5323
Facsimile: (800) 576 – 1170

Assigned for All Purposes
Judge William Claster
Dept. CX101

Attorneys for Plaintiff MAHOO AMIN

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MAHOO AMIN, individually, and on behalf of
other aggrieved employees,

Plaintiff,

v.

USGI MEDICAL, INC., a Delaware corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: **30-2023-01350193-CU-OE-CXC**

REPRESENTATIVE ACTION

**LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 COMPLAINT FOR
VIOLATIONS OF THE CALIFORNIA
INDUSTRIAL WELFARE COMMISSION
WAGE ORDERS AND LABOR CODE**

PAGA Notice, Case No.
LWDA-CM-955991-23: May 18, 2023

TABLE OF CONTENTS

REPRESENTATIVE ACTION COMPLAINT	1
NATURE OF ACTION & PRELIMINARY STATEMENT	1
JURISDICTION & VENUE	2
PARTIES.....	2
Plaintiff, Individually, and Aggrieved Employees.	2
Defendant and Does 1 Through 50, Inclusive.	2
PAGA REPRESENTATIVE ACTION ALLEGATIONS.....	4
ADDITIONAL FACTUAL ALLEGATIONS	10
Failure to Pay Minimum Wages	10
Failure to Pay Overtime Wages	11
Failure to Provide Meal Periods and Pay Wages in Lieu Thereof.....	12
Failure to Provide Rest Periods and Pay Wages in Lieu Thereof.....	13
Failure to Pay Timely Wages During Employment.....	15
Failure to Pay All Wages Due to Discharged and Quitting Employees	16
Failure to Furnish Accurate Itemized Wage Statements and to Maintain Accurate Records.....	17
FIRST CAUSE OF ACTION	18
PRAYER FOR RELIEF	20

1 **REPRESENTATIVE ACTION COMPLAINT**

2 1. **Introduction.** Plaintiff MAHOO AMIN (“Plaintiff”) brings this complaint against
3 defendant USGI MEDICAL, INC., a Delaware corporation; and DOES 1 through 50, inclusive
4 (collectively, “Defendants”), based on facts that have evidentiary support or are likely to have evidentiary
5 support after a reasonable opportunity for further investigation and discovery, which Plaintiff alleges,
6 including on information and belief, pursuant to the laws of the State of California, for which Plaintiff
7 prays for a judgment against Defendants awarding civil penalties, amounts of wages withheld, attorneys’
8 fees, litigation costs, and all other legal and equitable remedies deemed just under California law.

9 **NATURE OF ACTION & PRELIMINARY STATEMENT**

10 2. **Cause of Action and Remedies.** Defendants employed Plaintiff and other individuals to
11 perform labor under employment policies and practices that failed to comply with Industrial Welfare
12 Commission (“IWC”) Wage Order No. 4-2001 (Regulating Wages, Hours and Working Conditions in the
13 Professional, Technical, Clerical, Mechanical and Similar Occupations) or other applicable Wage Orders
14 (collectively, “IWC Wage Order(s)”) and Labor Code provisions fixing the minimum wages, maximum
15 hours, and standard conditions of labor for employees in California, which resulted, and continues to
16 result, in illegal conduct giving rise to a representative action pursuant to Labor Code §§ 2698-2699, *et*.
17 *seq.* (“PAGA”), based on Defendants’: (1) failure to pay minimum wages; (2) failure to pay overtime
18 wages; (3) failure to provide meal periods and pay wages in lieu thereof; (4) failure to provide rest periods
19 and pay wages in lieu thereof; (5) failure to pay timely wages during employment; (6) failure to pay all
20 wages due to discharged and quitting employees; and (7) failure to furnish accurate itemized wage
21 statements and to maintain accurate records.

22 3. **First Cause of Action as a Representative Action.** An employee affected by at least one
23 Labor Code violation may pursue penalties on behalf of the state for unrelated violations by the same
24 employer. Accordingly, Plaintiff brings the first cause of action as a representative action on behalf of the
25 State of California, as a deputized PAGA representative, based on at least one (1) violation of IWC Wage
26 Orders or Labor Code provisions, which Plaintiff alleges suffering as a result of Defendants’ illegal
27 conduct occurring within the State of California, including as alleged in Plaintiff’s May 18, 2023 notice
28 to the Labor and Workforce Development Agency (“LWDA”) and Defendants in LWDA, Case No.

1 LWDA-CM-955991-23, as may be amended (sometimes, “05/18/23 PAGA Notice”), which is
2 incorporated by reference. An employee affected by at least one Labor Code violation may pursue
3 penalties on behalf of the state for unrelated violations by the same employer.

4 **JURISDICTION & VENUE**

5 4. **Jurisdiction.** The Superior Court of California has jurisdiction over this action because
6 Plaintiff is, or was, a California resident, and at least one of the Defendants regularly conducted business
7 in California when Defendants’ acts and omissions caused the losses, which Plaintiff seeks to remedy in
8 amounts yet unascertained, but subject to proof and within the jurisdiction of this Court. Furthermore, no
9 federal question is in controversy because Plaintiff’s causes of action are based solely on California law.

10 5. **Venue.** Venue is proper in this judicial district of the County of Orange because Plaintiff
11 and persons similarly aggrieved performed labor or resided in this judicial district while performing labor
12 for Defendants, and Defendants executed their illegal wage, hour, and working condition policies and
13 practices, which are subjects of this action, in this judicial district.

14 **PARTIES**

15 **Plaintiff, Individually, and Aggrieved Employees.**

16 6. **Plaintiff Mahoo Amin.** Plaintiff worked for Defendants in California as an hourly paid
17 employee from around November 2019 to on or around December 2022.

18 7. **Aggrieved Employees.** Plaintiff, as a deputized PAGA representative, brings PAGA
19 allegations, individually, and on behalf of the State of California with respect to the following persons:

20 All persons who worked for Defendants in California as hourly, non-exempt
21 employees at any time during the period one (1) year prior to Plaintiff’s May 18,
22 2023 PAGA Notice to the time it settles, ends in a final judgment, or to a date
fixed by the Court (“Aggrieved Employees”).

23 Plaintiff reserves the right to name additional PAGA representatives.

24 **Defendant and Does 1 Through 50, Inclusive.**

25 8. **Defendant USGI MEDICAL, INC.** Defendant USGI MEDICAL, INC. is a corporation
26 formed and existing under the laws of Delaware, who conducted business in California under California
27 Secretary of State entity number: 2342721 including while employing Plaintiff and Aggrieved Employees.

28 9. **Does 1 Through 25.** Plaintiff does not presently know the true names and capacities of

DOES 1 through 50, inclusive (“DOE Defendants”), who are each in some manner highly responsible for, and proximately caused, Plaintiff and Aggrieved Employees’ injuries. Plaintiff therefore sues such DOE Defendants under fictitious names and shall seek leave of court to amend this complaint to allege the true names and capacities of such DOE Defendants when ascertained.

10. Defendants and Defendants’ Relationships Giving Rise to Individual, Joint, and Several Liability. Defendant USGI MEDICAL, INC. and each of the DOE Defendants (collectively, “Defendants”) committed acts and omissions in concert with each other and are, as a result, jointly liable for Plaintiff and Aggrieved Employees’ injuries under theories of liability, which Plaintiff pleads in the alternative consistent, and not in contradiction, with Plaintiff’s other allegations. Accordingly, whenever Plaintiff alleges any of the Defendants committed an act or omission herein, Plaintiff alleges each of the Defendants committed the act and should be held liable individually, jointly, and severally including for the reasons that follow.

10.1. Defendants’ Unity of Interest and Ownership Giving Rise to Joint Liability. Each of the Defendants shared a unity of interest and ownership with the other Defendants such that any corporate or business individuality and separateness between them has ceased such that Defendants are alter egos of each other and if Defendants’ acts and omissions are treated as those of only one of them, then an inequitable result for Plaintiff and Aggrieved Employees would follow.

10.2. Defendants’ Joint Employment Relationships Giving Rise to Joint Liability. Each of the Defendants, directly or indirectly, or through Defendants’ agents or other persons: (1) exercised control over Plaintiff and Aggrieved Employees’ wages, hours, or working conditions; (2) suffered or permitted Plaintiff and Aggrieved Employees to work; or (3) engaged Plaintiff and Aggrieved Employees, thereby creating a common law employment relationship.

10.3. Defendants’ Temporary Services Employer Relationships Giving Rise to Joint Liability. Each of the Defendants, directly or indirectly, or through agents or other persons, engaged in conduct forming a “[T]emporary services employer” and “client” or “customer” relationship as defined in Labor Code § 201.3(a)(1) because at least one of the Defendants, as an “employing unit[,]” contracted with the other Defendants, as a client or customer, to supply Plaintiff and Aggrieved Employees as “workers” to perform services for Defendants, and under this relationship, at least one of the Defendants:

(A) negotiated with the other Defendants, as clients and customers, for matters such as the time and place where the services are to be provided, the type of work, the working conditions, and the quality and price of the services; (B) determined assignments or reassignments of workers, even if workers retained the right to refuse specific assignments; (C) retained the authority to assign or reassign a worker to another client or customer when the worker is determined unacceptable by a specific client or customer; (D) assigned or reassigned workers to perform services for clients or customers; (E) set the rate of pay of workers, whether or not through negotiation; (F) paid workers from its own account or accounts; and (G) retained the right to hire and terminate workers.

10.4. Defendants' Other Relationships Giving Rise to Joint Liability. Each of the Defendants, directly or indirectly, or through agents or other persons, completely dominated the other Defendants, including in the course and scope of their relationships as alter egos, divisions, affiliates, integrated enterprisers, subsidiaries, parents, principals, associates, managers, supervisors, managing agents, directors, owners, shareholders, sisters, related entities, co-conspirators, agents, partners, joint venturers, masters, servants, clients, customers, aidors, abettors, franchisees, franchisors, joint enterprisers, predecessors in interest, successors in interest, and guarantors, and each of the Defendants directed, authorized, permitted, condoned, and ratified the other Defendants' acts and omissions.

PAGA REPRESENTATIVE ACTION ALLEGATIONS

11. Plaintiff's Work Experiences. Plaintiff worked for Defendants in California as an hourly paid employee from around November 2019 to on or around December 2022. Plaintiff occasionally or regularly worked shifts over eight hours and over 10 hours a day and performed tasks required under the position or title of "Senior Quality Assurance Technician" alongside Aggrieved Employees, who performed similar duties.

11.1. Failure to Pay All Plaintiff All Wages Earned and Due. Defendants failed to compensate Plaintiff for all hours of work performed, including for minimum and overtime wage hours worked, including because Defendants altered Plaintiff's timesheets without Plaintiff's consent to make it appear Plaintiff worked fewer hours than Plaintiff worked. Specifically, Defendants required Plaintiff and Aggrieved Employees to submit reports of their hours worked to Defendant's managers, including John Bartush, who may have held the title of Defendants' Chief Financial Officer. Plaintiff alleges

Defendants including Mr. Mr. Bartush would “shave” hours off of Plaintiff’s timesheets and Aggrieved Employees’ timesheets to intentionally avoid paying Plaintiff and Aggrieved Employees for all hours worked, including minimum wage hours, and for hours Defendants should have paid them at no less than one and one-half times or two times their regular rates.

11.2. Failure to Provide Plaintiff Meal Periods and Pay Wages in Lieu Thereof.

Defendants failed to provide Plaintiff timely, duty-free meal periods during shifts over five (5) hours. Specifically, Plaintiff and Aggrieved Employees routinely worked for Defendants without being provided with all timely, 30-minute, duty-free meal periods because Defendants gave them too much work to perform and did not relieve them of all duties before the lapse of each five-hour period of work. Despite failing to provide Plaintiff and Aggrieved Employees timely, 30-minute, duty-free meal periods, Defendants failed to pay Plaintiff and Plaintiff is informed and believed Defendants failed to pay Aggrieved Employees one (1) hour of pay at their regular rates of compensation for each workday when a compliant meal period was not provided.

11.3. Failure to Provide Plaintiff Rest Periods and Pay Wages in Lieu Thereof.

Defendants failed to provide Plaintiff timely, duty-free meal periods during shifts over three and one-half (3 1/2) hours. Specifically, Plaintiff and Aggrieved Employees routinely worked for Defendants without being provided with all timely, 10-minute, duty-free rest periods because Defendants gave them too much work to perform and did not relieve them of all duties before the lapse of each four (4) hours worked or major fraction thereof. Despite failing to provide Plaintiff and Aggrieved Employees timely, 10-minute, duty-free rest periods, Defendants failed to pay Plaintiff and Plaintiff is informed and believed Defendants failed to pay Aggrieved Employees one (1) hour of pay at their regular rates of compensation for each workday when a compliant rest period was not provided.

12. Plaintiff’s Work Experiences as Common, Typical, and Illustrative. Plaintiff is informed and believes Defendants regularly subjected Plaintiff to employment policies and practices that led to the inaccurate recordkeeping and wage theft, which caused Plaintiff to suffer legal detriment, and Plaintiff’s experiences were common, typical, and illustrative of Aggrieved Employees’ experiences including as alleged herein.

12.1. Majority Non-Professional, Non-Executive, Non-Administrative Duties. Plaintiff

1 and Aggrieved Employees did not perform more than one-half of their work time during any week or pay
2 period engaged in duties utilizing advanced knowledge, specialized intellectual instruction, invention,
3 imagination, originality, or artistic talent that would qualify them as exempt employees under any
4 professional, executive, or administrative exemption including within the meaning of IWC Wage Order
5 provisions and Labor Code § 515 including because (a) their duties and responsibilities did not involve
6 the management of the enterprise in which they were employed or of a customarily recognized department
7 or subdivision thereof; (b) they were not licensed or certified by the State of California nor were they
8 primarily engaged in the practice of one of the following recognized professions: law, medicine, dentistry,
9 optometry, architecture, engineering, teaching, or accounting, nor were they primarily engaged in an
10 occupation commonly recognized as a learned or artistic profession; and (c) their duties and
11 responsibilities did not involve either the performance of office or non-manual work directly related to
12 management policies or general business operations of their employer or their employer's customers, or
13 the performance of functions in the administration of a school system, or educational establishment or
14 institution, or of a department or subdivision thereof, in work directly related to the academic instruction
15 or training carried on therein.

16 12.2. No Authority to Hire or Fire, No Customary or Regular Exercise of Discretion or
17 Independent Judgment and No Work Under Only General Supervision or Requiring Special Training,
18 Experience, or Knowledge. Plaintiff and Aggrieved Employees did not have the authority to hire or fire
19 other employees, nor were their suggestions and recommendations as to the advancement and promotion
20 or any other change of status of other employees given any weight. Plaintiff and Aggrieved Employees
21 did not customarily and regularly exercise discretion and independent judgment in performing their work
22 duties. Plaintiff and Aggrieved Employees did not perform under only general supervision or work along
23 specialized or technical lines requiring special training, experience, or knowledge.

24 12.3. Majority Non-Selling Duties. Plaintiff and Aggrieved Employees did not perform
25 more than one-half of their work time during any week or pay period engaged in duties making sales,
26 obtaining orders, or contracts for services customarily, or predominately away from Defendants' places
27 of business during any week or pay period that would qualify them as exempt employees under the outside
28 salesperson exemption.

1 12.4. No Valid Alternative Workweek Schedule. Plaintiff and Aggrieved Employees
2 were not subject to an alternative workweek schedule or like exemption because Defendants never
3 conducted a bona fide election and did not report a bona fide election to the Division of Labor Standards
4 Enforcement.

5 13. Defendants' Common, Illegal Policies and Practices. Plaintiff is informed and believes
6 Defendants employed Plaintiff and Aggrieved Employees pursuant to employment agreements, policies,
7 and practices that were partly written, partly oral, and partly implied which, in sum, failed to adequately
8 conform with and communicate employer-obligations and employee-entitlements under IWC Wage
9 Orders and Labor Code provisions fixing the minimum wages, maximum hours, and standard conditions
10 of labor for employees in California, which directly and proximately caused Plaintiff and Aggrieved
11 Employees to suffer, and continue to suffer from, losses of earnings and other legal detriments in amounts
12 as yet unascertained including for the common reasons that follow.

13 13.1. Common Failure to Create and Maintain Accurate Records. Plaintiff is informed
14 and believes Defendants failed to create and maintain accurate books, documents, and records of Plaintiff
15 and Aggrieved Employees' work including those required by Section 6 or 7 ("Records") of any IWC
16 Wage Order and the Labor Code:

17 13.1.1. by failing to create and keep accurate records of Plaintiff and Aggrieved
18 Employees' hours worked including time records showing when they began and ended each work period;

19 13.1.2. by failing to create and keep accurate records of Plaintiff and Aggrieved
20 Employees' hours worked including time records showing when they began and ended each meal period,
21 split shift interval, and total daily hours worked;

22 13.1.3. by causing Plaintiff and Aggrieved Employees to inaccurately report their
23 compensable hours including by adopting illegal, incomplete, misleading, or otherwise inadequate written
24 policies, which Defendants knew would cause them to inaccurately report all their hours worked;

25 13.1.4. by causing Plaintiff and Aggrieved Employees to refrain from accurately
26 recording and reporting their hours worked outside of scheduled hours including by express prohibition
27 and indirect or implied prohibitions forbidding work outside of scheduled, authorized or pre-approved
28 hours including under threats of discipline;

1 13.1.5. by failing to record and report Plaintiff and Aggrieved Employees' hours
2 worked in an amount equal to all recorded or reported hours worked by altering, editing, rounding,
3 automatically deducting, disapproving, recording and reporting by scheduled hours, and recording and
4 reporting hours based on recorded or reported hours in certain timekeeping or information management
5 systems while disregarding additional recorded hours of work in other information management systems;

6 13.1.6. by requiring, suffering, and permitting Plaintiff and Aggrieved Employees
7 to work or to be subject to Defendants' control during times outside of recorded, compensated hours
8 including before shift start times, after shift end times, and during other paid or unpaid time periods
9 including so-called meal periods and rest periods that were noncompliant because they were not
10 authorized, permitted, duty-free, and timely, and then by failing to record and report those times as hours
11 worked;

12 13.1.7. by failing to provide Plaintiff and Aggrieved Employees itemized wage
13 statements, reporting, recording, and showing their precise, actual number of hours worked for each pay
14 period to avoid paying all wages due and to mislead, defraud, and to deprive Plaintiff and Aggrieved
15 Employees the information needed to evaluate whether the hours recorded and reported were correct;

16 13.1.8. and by other illegal methods and schemes to be discovered, which are within
17 Defendants' superior, surreptitious knowledge, amounting to policies and practices demonstrating a
18 willful disregard and disobedience of California laws requiring employers to create and maintain accurate
19 books, documents, and records of Plaintiff and Aggrieved Employees' work.

20 13.2. Common Failure to Pay All Minimum Wages Earned and Due. Plaintiff is informed
21 and believes Defendants routinely deprived Plaintiff and Aggrieved Employees of all minimum wages
22 earned and due as required by provisions of the IWC Wage Orders and Labor Code:

23 13.2.1. by failing to create and keep accurate records of Plaintiff and Aggrieved
24 Employees' hours worked and compensating them based on some method of calculation other than the
25 sum of all hours worked;

26 13.2.2. by causing Plaintiff and Aggrieved Employees to inaccurately report their
27 compensable hours and then adopting and claiming reliance on the inaccurate reports, which Defendants
28 knew would, and did, result in time records amounting to less than all hours worked, to undercompensate

1 them;

2 13.2.3. by causing Plaintiff and Aggrieved Employees to refrain from accurately
3 recording and reporting their hours worked outside of scheduled hours including by express prohibition
4 and indirect or implied prohibitions forbidding work outside of scheduled, authorized or pre-approved
5 hours including under threats of discipline;

6 13.2.4. by failing to pay Plaintiff and Aggrieved Employees in an amount equal to
7 all recorded or reported hours worked by altering, editing, rounding, automatically deducting,
8 disapproving, paying by scheduled hours, paying by fixed salary amounts, and calculating compensable
9 hours based on recorded or reported hours in certain timekeeping or information management systems
10 while disregarding additional recorded hours of work in other information management systems;

11 13.2.5. by requiring, suffering, and permitting Plaintiff and Aggrieved Employees
12 to work or to be subject to Defendants' control during times outside of recorded, compensated hours
13 including before shift start times, after shift end times, and during other paid or unpaid time periods
14 including so-called meal periods and rest periods that were noncompliant because they were not
15 authorized, permitted, duty-free, and timely, and then by failing to compensate for those times as hours
16 worked;

17 13.2.6. by averaging or claiming credits against Plaintiff and Aggrieved
18 Employees' minimum wages due for work performed on certain days, weeks, and pay periods by
19 collecting or receiving previously paid wages Defendants had already paid or purportedly overpaid for
20 work performed on other days, weeks, and pay periods;

21 13.2.7. by failing to pay Plaintiff and Aggrieved Employees' based on their regular
22 rates of pay for all minimum wages due on certain days, weeks, and pay periods reflecting, among other
23 things, the per-hour value of any non-hourly compensation they earned;

24 13.2.8. by failing to provide Plaintiff and Aggrieved Employees itemized wage
25 statements, reporting, recording, and showing their precise, actual number of hours worked for each pay
26 period to avoid paying all minimum wages due and to mislead, defraud, and to deprive Plaintiff and
27 Aggrieved Employees the information needed to evaluate whether the payment was correct;

28 13.2.9. and by other illegal methods and schemes to be discovered, which are within

Defendants' superior, surreptitious knowledge, amounting to policies and practices demonstrating a willful disregard and disobedience of California laws requiring employers to pay employees minimum wages for all hours worked, which are still due and owed to Plaintiff and Aggrieved Employees.

ADDITIONAL FACTUAL ALLEGATIONS

Failure to Pay Minimum Wages

(IWC Wage Order § 4 and Lab. Code §§ 1182.11, 1197, and 1198)

14. Pursuant to IWC Wage Order § 4, Labor Code §§ 1182.12, 1197, and 1198, and other California laws, California has fixed minimum wage rates, has required employers in California to timely pay their employees no less than the minimum for all hours worked in the payroll period, has provided that wages for employees fixed by the IWC or by state law, is the minimum wage to be paid to employees, and that payment of a lower wage than the minimum so fixed is unlawful.

15. Plaintiff and Aggrieved Employees are Defendants' current and former non-exempt employees who are and were entitled to the protections of IWC Wage Order § 4, Labor Code §§ 1182.12, 1197, and 1198, and other California laws.

16. During the applicable statutory period, as part of Defendants' illegal recordkeeping, hours, and wage payment policies and practices, Defendants routinely deprived Plaintiff and Aggrieved Employees of all minimum wages earned and due by, among other things: requiring, suffering or permitting Plaintiff and Aggrieved Employees to work off-the-clock; requiring, suffering or permitting Plaintiff and Aggrieved Employees to work during their purportedly duty-free meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Plaintiff and Aggrieved Employees; failing to properly maintain Plaintiff and Aggrieved Employees' records; failing to provide accurate itemized wage statements to Plaintiff and Aggrieved Employees for each pay period; and by other methods to be discovered.

17. Defendants have knowingly and willfully refused to perform their obligations to compensate Plaintiff and Aggrieved Employees for all minimum wages earned and all hours worked in violation of IWC Wage Order § 4, Labor Code §§ 1182.12, 1197, and 1198, and other California laws.

18. As a result, Defendants are subject to the civil penalty and other remedial provisions in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2), or other Labor Code provisions, for failing to pay for all

1 hours worked, including minimum wages, regular rate wages, and overtime wages.

2 **Failure to Pay Overtime Wages**

3 **(IWC Wage Order § 3 and Lab. Code Code §§ 510 and 1198)**

4 19. Pursuant to IWC Wage Order § 3, Labor Code §§ 510 and 1198, and other California laws,
5 California has required employers to timely pay their employees at a rate of no less than one and one-half
6 (1 1/2) times their regular rates of pay for all hours worked in excess of eight (8) hours in one (1) workday,
7 all hours worked in excess of 40 hours in any one (1) workweek, and for the first eight (8) hours on the
8 seventh consecutive workday, and at a rate of no less than twice their regular rates of pay for all hours
9 worked in excess for all hours worked in excess of 12 hours in any workday and for all hours worked in
10 excess of eight (8) hours on the seventh consecutive day of work in any workweek.

11 20. Plaintiff and Aggrieved Employees are Defendants' current and former non-exempt
12 employees who are and were entitled to the protections of IWC Wage Order § 3, Labor Code §§ 510 and
13 1198, and other California laws.

14 21. During the applicable statutory period, as part of Defendants' illegal recordkeeping, hours,
15 and wage payment policies and practices, Defendants routinely failed to compensate Plaintiff and
16 Aggrieved Employees for all overtime hours worked as required under the foregoing provisions of the
17 IWC Wage Order and Labor Code by, among other things: failing to pay overtime at one and one-half (1
18 1/2) times or twice their regular rates of pay when required; requiring, suffering or permitting Plaintiff
19 and Aggrieved Employees to work off-the-clock; requiring, suffering or permitting Plaintiff and
20 Aggrieved Employees to work during their purportedly duty-free meal periods but not compensating them
21 for this time; illegally and inaccurately recording time worked by Plaintiff and Aggrieved Employees;
22 failing to properly maintain Plaintiff and Aggrieved Employees' employment records through falsifying
23 hours worked; failing to provide accurate itemized statements to Plaintiff and Aggrieved Employees for
24 each pay period; and by other methods to be discovered.

25 22. Defendants have knowingly and willfully refused to perform their obligations to
26 compensate Plaintiff and Aggrieved Employees for all overtime wages earned and all hours worked in
27 violation of IWC Wage Order § 3, Labor Code §§ 510 and 1198, and other California laws.

28 23. As a result, Defendants are subject to the civil penalty and other remedial provisions in

1 Labor Code §§ 210, 558, 1197.1, and 2699(f)(2), or other Labor Code provisions, for failing to pay for all
2 hours worked, including overtime wages.

3 **Failure to Provide Meal Periods and Pay Wages in Lieu Thereof**

4 **(IWC Wage Order § 11 and Lab. Code §§ 226.7, 512, and 1198)**

5 24. Pursuant to IWC Wage Order § 11 and Labor Code §§ 226.7, 512, and 1198, and other
6 California laws, California has prohibited employers from employing a person for a work period of more
7 than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of
8 not more than six (6) hours will complete the day's work, the meal period may be waived by mutual
9 consent of the employer and the employee. California has also prohibited employers from employing a
10 person for a work period of more than ten (10) hours per day without providing the employee with a
11 second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12
12 hours, the second meal period may be waived by mutual consent of the employer and the employee only
13 if the first meal period was not waived. California has also required that unless an employee is relieved of
14 all duty during a 30-minute meal period, the meal period shall be considered an "on duty" meal period
15 and counted as time worked. Moreover, if an employer fails to provide an employee a meal period in
16 accordance with the applicable provisions of the relevant IWC Wage Order, then the employer shall pay
17 the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that
18 the meal period is not provided.

19 25. Plaintiff and Aggrieved Employees are Defendants' current and former non-exempt
20 employees who are and were entitled to the protections of IWC Wage Order § 11 and Labor Code §§
21 226.7, 512, and 1198, and other California laws.

22 26. During the applicable statutory period, as part of Defendants' illegal recordkeeping, hours,
23 and wage payment policies and practices, Defendants routinely failed to provide Plaintiff and Aggrieved
24 Employees meal periods and to pay one (1) additional hour of compensation at Plaintiff and Aggrieved
25 Employees' regular hourly rates of compensation for each workday that a meal period was not provided,
26 as required under the foregoing provisions of the IWC Wage Order and Labor Code by, among other
27 things: requiring, permitting or suffering Plaintiff and Aggrieved Employees to work in excess of five (5)
28 hours from the starts of their shifts before starting a meal period; requiring, permitting or suffering Plaintiff

1 and Aggrieved Employees to work in excess of ten (10) hours from the starts of their shifts before starting
2 a second meal period; requiring, permitting or suffering Plaintiff and Aggrieved Employees to take on-
3 duty meal periods of less than 30 minutes or that were otherwise not duty-free inasmuch as Defendants
4 failed to relieve Plaintiff and Aggrieved Employees of all of their duties or maintained control over them
5 during that time; failing to count all times that Defendants failed to provide Plaintiff and Aggrieved
6 Employees duty-free 30-minute meal periods as time worked for the purposes of minimum wage and
7 overtime wage payments; failing to pay Plaintiff and Aggrieved Employees one (1) hour of pay at their
8 regular hourly rates of compensation for each workday that the meal period was not provided; and by
9 other methods to be discovered.

10 27. Defendants have knowingly and willfully refused to perform their obligations to provide
11 Plaintiff and Aggrieved Employees meal periods and to pay all wages in lieu thereof in violation of IWC
12 Wage Order § 11 and Labor Code §§ 226.7, 512, and 1198, and other California laws.

13 28. As a result, Defendants are subject to the civil penalty and other remedial provisions in
14 Labor Code §§ 210, 558, 1197.1, and 2699(f)(2), or other Labor Code provisions, for failing to provide
15 meal periods and pay meal period premium wages.

16 **Failure to Provide Rest Periods and Pay Wages in Lieu Thereof**

17 **(IWC Wage Order § 12 and Lab. Code §§ 226.7, and 1198)**

18 29. Pursuant to IWC Wage Order § 12, Labor Code §§ 226.7 and 1198, and other California
19 laws, California has required employers to authorize and permit all employees to take rest periods, which
20 insofar as practicable shall be in the middle of each work period, that rest period time shall be based on
21 the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction
22 thereof, that a rest period need not be authorized for employees whose total daily work time is less than
23 three and one-half (3 1/2) hours, and that authorized rest period time shall be counted as hours worked for
24 which there shall be no deduction from wages. California has also required that if an employer fails to
25 provide an employee a rest period in accordance with the applicable provisions of this order, then the
26 employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for
27 each workday that the rest period is not provided.

28 30. Plaintiff and Aggrieved Employees are Defendants' current and former non-exempt

1 employees who are and were entitled to the protections of IWC Wage Order § 12, Labor Code §§ 226.7
2 and 1198, and other California laws.

3 31. During the applicable statutory period, as part of Defendants' illegal recordkeeping, hours,
4 and wage payment policies and practices, Defendants routinely failed to provide Plaintiff and Aggrieved
5 Employees rest periods and to pay one (1) additional hour of compensation at Plaintiff and Aggrieved
6 Employees' regular hourly rates of compensation for each workday that a rest period was not provided,
7 as required under the foregoing provisions of the IWC Wage Order and Labor Code by, among other
8 things: requiring, permitting or suffering Plaintiff and Aggrieved Employees to work in excess of three
9 and one-half (3 1/2) hours from the starts of their shifts before starting a rest period; requiring, permitting
10 or suffering Plaintiff and Aggrieved Employees to work in excess of six (6) hours from the starts of their
11 shifts before starting a first or second rest period; requiring, permitting or suffering Plaintiff and Aggrieved
12 Employees to work in excess of 10 hours from the starts of their shifts before starting a first, second or
13 third rest period; requiring, permitting or suffering Plaintiff and Aggrieved Employees to take on-duty rest
14 periods of less than 10 minutes or that were otherwise not duty-free inasmuch as Defendants failed to
15 relieve Plaintiff and Aggrieved Employees of all of their duties or maintained control over them during
16 that time; failing to count all times that Defendants failed to provide Plaintiff and Aggrieved Employees
17 duty-free 10-minute rest periods as time worked for the purposes of minimum wage and overtime wage
18 payments; failing to pay Plaintiff and Aggrieved Employees one (1) hour of pay at their regular hourly
19 rates of compensation for each workday that the rest period was not provided; and by other methods to be
20 discovered.

21 32. Defendants have knowingly and willfully refused to perform their obligations to provide
22 Plaintiff and Aggrieved Employees rest periods and to pay all wages in lieu thereof in violation of to IWC
23 Wage Order § 12, Labor Code §§ 226.7 and 1198, and other California laws.

24 33. As a result, Defendants are subject to the civil penalty and other remedial provisions in
25 Labor Code §§ 210, 558, 1197.1, and 2699(f)(2), or other Labor Code provisions, for failing to authorize
26 and permit rest periods and pay rest period premium wages.

27 ///

28 ///

Failure to Pay Timely Wages During Employment

(IWC Wage Order § 4 and Lab. Code §§ 204 and 1198)

34. Pursuant to IWC Wage Order § 4, Labor Code §§ 204 and 1198, and other California laws, California has required employers to pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise, and at a minimum all wages due for all labor performed between the 1st and 15th days of any calendar month between the 16th and 26th day of the month during which the labor was performed.

35. Plaintiff and Aggrieved Employees are Defendants' current and former non-exempt employees who are and were entitled to the protections of IWC Wage Order § 4, Labor Code §§ 204 and 1198, and other California laws.

36. During the relevant statutory period, as part of Defendants' illegal wage payment policies and practices, Defendants routinely deprived Plaintiff and Aggrieved Employees of all timely wage payments during their employment by failing to compensate Plaintiff and Aggrieved Employees, at minimum, with all wages due for all labor performed between the 1st and 15th days of any calendar month between the 16th and 26th day of the month during which the labor was performed; by failing to compensate Plaintiff and Aggrieved Employees with all wages due for all labor performed between the 16th and last days of any calendar month by the 1st and 10th day of the following calendar month, and by failing to compensate Plaintiff and Aggrieved Employees with all wages due, for labor in excess of the normal work period, by no later than the payday of the next regular payroll period as required under California law.

37. Defendants have knowingly and willfully refused to perform their obligations to compensate Plaintiff and Aggrieved Employees with timely wage payments during their employment for all hours worked in violation of IWC Wage Order § 4, Labor Code §§ 204 and 1198, and other California laws.

38. As a result, Defendants are subject to the civil penalty and other remedial provisions in Labor Code §§ 210, 1197.1, and 2699(f)(2), or other Labor Code provisions, for failing to pay timely wages during employment.

1 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

2 **(Lab. Code §§ 201, 201.3, 202, 203, and 1198)**

3 39. Pursuant to Labor Code §§ 201(a), 201.3, 202, 203, and 1198, and other California laws,
4 California has required employers to pay their employees all wages earned and unpaid at the time of
5 discharge, or if an employee quits, not later than 72 hours thereafter, unless the employee has given 72
6 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her
7 wages at the time of quitting, and that if an employer willfully fails to timely pay any wages of an employee
8 who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date
9 thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not
10 continue for more than 30 days. California has also required that if a temporary services employer assigns
11 an employee to work for a client, then that employee's wages are due and payable no less frequently than
12 weekly, regardless of when the assignment ends, and wages for work performed during any calendar week
13 shall be due and payable not later than the regular payday of the following calendar week unless the
14 employee works for a client on a day-to-day basis while assembling and reporting back to the temporary
15 services employer's location or unless the employee is assigned to work for a client engaged in a trade
16 dispute, in which cases, that employee's wages are due and payable at the end of each day, regardless of
17 when the assignment ends.

18 40. Plaintiff and Aggrieved Employees are Defendants' current and former non-exempt
19 employees who are and were entitled to the protections of Labor Code §§ 201(a), 201.3, 202, 203, and
20 1198, and other California laws.

21 41. During the relevant statutory period, as part of Defendants' illegal wage payment policies
22 and practices, Defendants routinely deprived Plaintiff and Aggrieved Employees of all timely wage
23 payments due to discharged and quitting employees by either failing to compensate Plaintiff and
24 Aggrieved Employees all earned and unpaid wages immediately at the time of discharge as required under
25 Labor Code § 201 or by failing to pay earned and unpaid wages no later than 72 hours after the employee
26 quit his or her employment, unless the employee provided 72 hours previous notice of his or her intention
27 to quit, in which case the employee was entitled to his or wages at the time of quitting as required under
28 Labor Code § 202, and by failing to pay Plaintiff and Aggrieved Employees waiting time penalties in the

1 form of continued compensation to the employee at the same rate for up to 30 workdays as required under
2 Labor Code § 203.

3 42. Defendants have knowingly and willfully refused to perform their obligations to
4 compensate Plaintiff and Aggrieved Employees for wage payments due to discharged and quitting
5 employees in violation of Labor Code §§ 201(a), 201.3, 202, 203, and 1198, and other California laws.

6 43. As a result, Defendants are subject to the civil penalty and other remedial provisions in
7 Labor Code Labor Code §§ 210, 1197.1, and 2699(f)(2), or other Labor Code provisions, for failing to
8 timely pay all wages at termination.

9 **Failure to Furnish Accurate Itemized Wage Statements and to Maintain Accurate Records**
10 **(IWC Wage Order § 7 and Lab. Code §§ 226(a), 226(e)(2)(B), 1174(d), and 1198)**

11 44. Pursuant to IWC Wage Order § 7, Labor Code §§ 226(a), 226(e)(2)(B), 1174(d), and 1198,
12 and other California laws, California has required employers to maintain accurate payroll records showing
13 the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any
14 applicable piece rate paid to, employees employed at the respective plants or establishments, and at
15 minimum semimonthly or at the time of each payment of wages furnish each of its employees an accurate
16 itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked by the
17 employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
18 on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for
19 which the employee is paid, (7) the name of the employee and only the last four digits of his or her social
20 security number or an employee identification number other than a social security number, (8) the name
21 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the
22 pay period and the corresponding number of hours worked at each hourly rate by the employee. California
23 law has stated that an employee is deemed to suffer injury for purposes of this subdivision if the employer
24 fails to provide accurate and complete information as required by any one or more of items of the foregoing
25 nine (9) enumerated items and the employee cannot promptly and easily determine from the wage
26 statement alone, *inter alia*, the amount of the gross wages or net wages paid to the employee during the
27 pay period or any of the other information required to be provided on the itemized wage statement pursuant
28 to enumerated items (2) to (4), inclusive, (6), and (9).

1 45. Plaintiff and Aggrieved Employees are Defendants' current and former non-exempt
2 employees who are and were entitled to the protections of IWC Wage Order § 7, Labor Code §§ 226(a),
3 226(e)(2)(B), 1174(d), and 1198, and other California laws.

4 46. During the relevant statutory period, as part of Defendants' illegal recordkeeping and wage
5 payment policies and practices, Defendants routinely deprived Plaintiff and Aggrieved Employees of their
6 entitlements to timely and accurate itemized wage statements in writing showing each employee's gross
7 wages earned, total hours worked, the number of piece-rate units earned and any applicable piece rate if
8 the employee is paid on a piece-rate basis, all deductions made, net wages earned, the inclusive dates of
9 the period for which the employee is paid, the name of the employee and only the last four digits of his or
10 her social security number or employee identification number, the name and address of the legal entity or
11 entities employing Plaintiff and Aggrieved Employees, and all applicable hourly rates in effect during
12 each pay period and the corresponding number of hours worked at each hourly rate as required under
13 California law. Defendants have also failed to maintain and to permit inspection of records of Plaintiff
14 and Aggrieved Employees work required under the foregoing provisions of the IWC Wage Order and
15 Labor Code.

16 47. Defendants have knowingly and willfully refused to perform their obligations to provide
17 Plaintiff and Aggrieved Employees with timely and accurate wage statements and to maintain and to
18 permit inspection of records of Plaintiff and Aggrieved Employees work required in violation of IWC
19 Wage Order § 7 and Lab. Code §§ 226(a), 226(e)(2)(B), 1174(d), and 1198, and other California laws.

20 48. As a result, Defendants are subject to the civil penalty and other remedial provisions in
21 Labor Code §§ 226.3, 1197.1, and 2699(f)(2), or other Labor Code provisions, for failing to furnish
22 accurate itemized wage statements and to maintain accurate records.

23 **FIRST CAUSE OF ACTION**

24 **Private Attorneys General Act of 2004 (PAGA) Remedies for IWC Wage Order and Labor Code**

25 **Violations**

26 **(Lab. Code §§ 2698-2699, *et. seq.*)**

27 **(Against all Defendants)**

28 49. Plaintiff incorporates and realleges as if fully stated herein all facts and allegations, in any

1 paragraph of this complaint, consistent with this cause of action.

2 50. Pursuant to Labor Code §§ 2698-2699, *et. seq.*, also known as PAGA, California has stated
3 notwithstanding any other provision of law, any provision of the Labor Code that provides for a civil
4 penalty to be assessed and collected by the Labor and Workforce Development Agency (LWDA) or any
5 of its departments, divisions, commissions, boards, agencies, or employees, for a violation of the Labor
6 Code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on
7 behalf of himself or herself and other current or former employees pursuant to the procedures specified in
8 §§ 2699¹ and 2699.3.² Labor Code § 2699(c) provides that an “aggrieved employee” is any person who
9 was employed by the alleged violator and against whom one or more of the alleged violations was
10 committed. Furthermore, an employee affected by at least one Labor Code violation may pursue penalties
11 on behalf of the state for unrelated violations by the same employer. (*Huff v. Securitas Security Services*
12 *USA, Inc.* (2018) 23 Cal.App.5th 745.)

13 51. Plaintiff is an “aggrieved employee” within the meaning of Labor Code § 2699(c), and is
14 a proper representative to bring a civil action on behalf of the State of California with respect to Plaintiff
15 and other current and former employees of Defendants pursuant to the procedures specified in Labor Code
16 § 2699.3 because Defendants employed Plaintiff and the alleged violations of the IWC Wage Orders and

18 ¹ Labor Code § 2699 subdivision (a), provides: “Notwithstanding any other provision of law, any
19 provision of this code that provides for a civil penalty to be assessed and collected by the Labor and
20 Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies,
or employees, for a violation of this code, may, as an alternative, be recovered through a civil action
brought by an aggrieved employee on behalf of himself or herself and other current or former employees
pursuant to the procedures specified in Section 2699.3.”

21 ² Labor Code § 2699 subdivision (a), provides: “The provisions of subdivision (a) of Section 2699.3 apply
22 to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,
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, 208,
209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs (1) to
23 (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1,
230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section
24 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5,
432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5,
25 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions
26 (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section
1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298,
1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a)
27 of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1,
1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5,
28 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802,
2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.4, 6310, 6311, and 6399.7.”

1 Labor Code were committed against Plaintiff during the applicable statutory periods. Defendants, at all
2 relevant times alleged in this complaint, were employers or persons acting on behalf of an employer(s)
3 who violated Plaintiff's rights by violating various provisions of the IWC Wage Orders and Labor Code
4 as set forth above.

5 52. Plaintiff has exhausted administrative remedies pursuant to Labor Code § 2699.3. As
6 shown in Plaintiff's 05/18/23 PAGA Notice, Plaintiff gave written notice, by online filing to the LWDA
7 and by certified mail to Defendants, of the facts and theories supporting alleged violations of IWC Wage
8 Order and Labor Code provisions Plaintiff alleges Defendants violated, and Plaintiff paid the required
9 \$75.00 filing fee. Because the LWDA did not provide Plaintiff with notice of its intent to investigate the
10 alleged violations in the 65 calendar days that have lapsed, Plaintiff has complied with the requirements
11 of Labor Code § 2699.3 to commence a representative action against Defendants, as an aggrieved
12 employee, on behalf of the State of California, with respect to other Aggrieved Employees of Defendants.

13 53. Accordingly, Plaintiff brings this action to recover civil penalties and for other remedies
14 through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior*
15 *Court* (2009) 46 Cal.4th 969, for an award of civil penalties, amounts of wages withheld, attorneys' fees,
16 litigation costs, and all other legal and equitable remedies deemed just under California law.

17 **PRAYER FOR RELIEF**

18 **WHEREFORE**, Plaintiff, individually, and on behalf of the State of California with respect to
19 Aggrieved Employees respectfully pray for relief against Defendants, and each of them, as follows:

20 1. For civil penalties according to proof including, but not limited to, the amount of all civil
21 penalties authorized by Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, 2699(a) and (f) or any other
22 applicable civil penalty provisions authorized under California law including as follows.

23 1.1. Pursuant to Labor Code § 210, for Defendants' violations of IWC Wage Order § 4
24 and Labor Code §§ 201.3 and 204, Plaintiff prays for an award and Defendants' payment of civil penalties
25 "[f]or any initial violation, one hundred dollars (\$100) for each failure to pay each employee" and "[f]or
26 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each
27 failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

28 1.2. Pursuant to Labor Code § 226.3, Defendants' violations of IWC Wage Orders and

1 Labor Code § 226(a), Plaintiff prays for an award and Defendants’ payment of civil penalties “in the
2 amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one
3 thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer
4 fails to provide the employee a wage deduction statement or fails to keep the records required in
5 subdivision (a) of Section 226.”

6 1.3. Pursuant to Labor Code § 558(a), for Defendants’ violations of IWC Wage Orders
7 and Labor Code §§ 510, 512 and IWC Wage Order § 3 or other applicable IWC Wage Orders, Plaintiff
8 prays for an award of Defendants’ payment of civil penalties “[f]or any initial violation, fifty dollars (\$50)
9 for each underpaid employee for each pay period for which the employee was underpaid” and “[f]or each
10 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for
11 which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.”

12 1.4. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d), Plaintiff
13 prays for an award of Defendants’ payment of civil penalties are subject to a civil penalty of five hundred
14 dollars (\$500).

15 1.5. Pursuant to Labor Code § 1197.1, for Defendants’ violations of IWC Wage Order
16 § 4 and Labor Code §§ 1182.11, 1197, Plaintiff prays for an award of Defendants’ payment of civil
17 penalties “[f]or any initial violation that is intentionally committed, one hundred dollars (\$100) for each
18 underpaid employee for each pay period for which the employee is underpaid” and “[f]or each subsequent
19 violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for
20 each pay period for which the employee is underpaid regardless of whether the initial violation is
21 intentionally committed.”

22 1.6. Pursuant to Labor Code § 1198.5(k), for Defendants’ violations of Labor Code §§
23 226, 432 and 1198.5 and other applicable provisions of the Labor Code and IWC Wage Order § 7 or other
24 applicable IWC Wage Orders, Plaintiff prays for an award of Defendants’ payment of civil penalties of
25 “seven hundred fifty dollars (\$750) from the employer.”

26 1.7. In the alternative, and in keeping with Labor Code § 2699(f), which provides that
27 for all Labor Code violations for which a civil penalty is not specifically provided, the following civil
28 penalties are established: one hundred dollars (\$100) for each aggrieved employee per pay period for the

1 initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
2 subsequent violation, PLAINTIFFS seek such civil penalties under Labor Code § 2699(f) for Defendants'
3 violations of Labor Code provisions for which a civil penalty is not specifically provided including, but
4 not limited to, for Defendants' violations of Labor Code §§ 201, 201.3, 202, 203, 204, 226, 226(a), 226(c)
5 226.7, 510, 512, 1174(d), 1182.11, 1194, 1197, and 1198 and the applicable IWC Wage Order provisions
6 alleged herein.

7 2. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, California Civil Code
8 §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest.

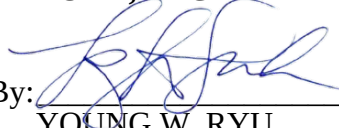
9 3. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(g)(1) and/or any
10 other applicable provisions providing for attorney's fees and costs including California Code of Civil
11 Procedure § 1021.5.

12 4. For such further relief that the Court may deem just and proper.

13 DATED: September 12, 2023

Respectfully submitted,

LOYR, APC

By: 

YOUNG W. RYU
ZACHARIAH E. MOURA
ROY K. SUH
KEE SEOK MAH

Attorneys for Plaintiff MAHOO AMIN