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David W. Slayton,
Executive Officer/Clerk of Court,
By M. Ceballos, Deputy Clerk

6 Attorneys for Plaintiff MARINA LA FARGO

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

11 MARINA LA FARGO, an individual, on behalf
12 of herself, all other aggrieved employees, and
13 the State of California,

13 Plaintiff,

14 v.

15 HESS REHABILITATION AND
16 CHIROPRACTIC CENTERS, INC.; JAMES
17 HESS; and DOES 1 through 10, inclusive,

18 Defendants.
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Case No. **23NWCV02193**

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

1 Plaintiff MARINA LA FARGO (“Plaintiff”), individually and on behalf of other aggrieved
2 employees, hereby brings this representative action Complaint pursuant to the Private Attorneys
3 General Act of 2004 (“PAGA”), California Labor Code Sections 2698, *et seq.*, against HESS
4 REHABILITATION AND CHIROPRACTIC CENTERS, INC.; JAMES HESS; and DOES 1 through
5 10 inclusive (collectively, “Defendants”), and hereby alleges with knowledge with respect to her own
6 acts and on information and belief as to other 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
27 201, 202, 203, 204, 206, 210, 221, 223, 226, 226.3, 226.7, 227.3, 233, 234, 510, 511, 512, 558, 558.1,
28 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802.

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

JURISDICTION AND VENUE

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

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

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

PARTIES

9. Plaintiff MARINA LA FARGO is an individual residing in California. Defendants employed Plaintiff as a non-exempt hourly employee during the PAGA Period and Plaintiff's employment with Defendants ended within one (1) year of the filing of this action. Plaintiff worked for Defendants as a general assistant and her job duties included front and back office tasks, such as answering phone calls, escorting patients to rooms, and operating electric muscle stimulation machines.

10. Defendant HESS REHABILITATION AND CHIROPRACTIC CENTERS, INC. is a

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

7 11. Plaintiff is informed, believes, and thereon alleges that Defendant JAMES HESS is the
8 owner and/or operator of HESS REHABILITATION AND CHIROPRACTIC CENTERS, INC.
9 Defendant HESS is, and at all relevant times was, an employer subject to California state wage and
10 hour laws. Plaintiff is informed, believes, and thereon alleges that the practices and policies of
11 Defendant HESS that are complained of by way of this Complaint were implemented during the four
12 years preceding the filing of this Complaint and during the PAGA Period in violation of Labor Code
13 Sections 203, 226, 2267, 1194, and 2802 and is therefore directly liable under Labor Code Sections
14 558 and 558.1.

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

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

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

1 the Aggrieved Employees.

2 15. Defendants, each and all of them, at all times relevant, were the joint employers, parent
3 companies, successor companies, predecessors in interest, affiliates, agents, employees, servants, joint
4 venturers, directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining
5 Defendants. Defendants, unless otherwise alleged, at all times relevant, performed all acts and
6 omissions alleged herein within the course and scope of said relationship(s), and are a proximate cause
7 of Plaintiff's damages alleged herein.

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

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

22 **GENERAL ALLEGATIONS**

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

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

28 20. Through this action, Plaintiff alleges Defendants have consistently maintained and

1 enforced unlawful employment practices and policies against Plaintiff and other Aggrieved Employees
2 which violate the Labor Code and IWC Wage Orders.

3 21. Defendants knew or should have known they had a duty to compensate Plaintiff and/or
4 other Aggrieved Employees, and Defendants had the financial ability to pay such compensation but
5 willfully, knowingly, and intentionally failed to do so to increase Defendants' profits.

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

25 23. **Meal Period Violations:** Defendants knew or should have known that Plaintiff and/or
26 other Aggrieved Employees were entitled to receive a timely, off-duty, uninterrupted 30-minute meal
27 period for every five hours of work, or payment of one additional hour of pay at their regular rate of
28 pay when they did not receive a compliant meal period. Plaintiff and/or other Aggrieved Employees

1 frequently had their meal periods shortened, interrupted, late, and/or missed altogether due to
2 Defendants' practice of understaffing and prioritizing work demands over taking compliant breaks. In
3 addition, Defendants failed to authorize and permit and/or make available to Plaintiff and/or other
4 Aggrieved Employees second meal periods when they worked more than 10 hours. Moreover,
5 Defendants rounded Plaintiff and/or other Aggrieved Employees' time punches for meal periods.
6 Accordingly, Defendants failed to authorize and permit and/or make available to Plaintiff and/or other
7 Aggrieved Employees timely, uninterrupted off-duty meal periods for at least 30 minutes when they
8 worked more than five (5) hours and/or 10 hours in a workday, and failed to compensate Plaintiff
9 and/or other Aggrieved Employees with an additional hour of pay at their regular rate of pay for every
10 day in which 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. Plaintiff and/or other Aggrieved Employees also failed to adopt
17 and implement a practice of providing third rest breaks when Plaintiff and/or other Aggrieved
18 Employees worked over 10 hours. Notwithstanding the above rest break violations, Defendants failed
19 to compensate Plaintiff and/or other Aggrieved Employees with an additional hour of pay at their
20 regular rate of pay for every day in which they suffered a rest period violation.

21 25. **Unreimbursed Business Expenses:** Defendants knew or should have known that
22 Plaintiff and other Aggrieved Employees were entitled to reimbursement for their necessary work-
23 related business expenses. Defendants required Plaintiff and other Aggrieved Employees to use their
24 personal cellular phones for work purposes, such as downloading the uAttend application to clock in
25 and out and communicating with Defendants' supervisors, without reimbursement for a reasonable
26 portion of their cellular phone bills. In addition, Plaintiff and other Aggrieved Employees were
27 required to use their personal vehicles to commute to and from Defendants' various locations
28 throughout Southern California to complete work-related duties, without any reimbursement for

1 mileage and related costs. For example, on one occasion, after arriving at Defendants' location in
2 Compton, California, Defendants required Plaintiff to travel to Defendants' location in Norwalk,
3 California for work that day, without any reimbursement for mileage and related costs.

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

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

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

22 29. Defendants' conduct, acts, and/or omissions described throughout this Complaint were
23 willful.

24 **FIRST CAUSE OF ACTION**

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

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

27 **(Against All Defendants)**

28 30. Plaintiff incorporate by reference all previous paragraphs of this Complaint as though

1 fully set forth herein.

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

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

11 33. On May 8, 2023, Plaintiff gave written notice of the specified provisions alleged to
12 have been violated, including the facts and theories to support the alleged violations, as required by
13 Labor Code Section 2699.3. This written notice was provided via certified mail to Defendants and to
14 the LWDA by electronically filing the notice via the Department of Industrial Relations' website.
15 More than 65 days have passed since Plaintiff submitted the PAGA notice to the LWDA without notice
16 from the LWDA. Accordingly, Plaintiff has exhausted the procedural requirements under Labor Code
17 Section 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of
18 herself and all other Aggrieved Employees under PAGA.

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

24 35. Pursuant to Labor Code Sections 2699.3 and 2699.5, Plaintiff may seek civil penalties
25 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,
26 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5,
27 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs
28 (1) to (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 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, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (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) 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, 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 3073.6, 6310, 6311, 6399.7, 6400, 6401, 6401.7, 6402, and 6403.

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

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

38. Labor Code Section 226.3 provides: “[a]ny employer who violates subdivision (a) of

1 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
2 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
3 violation in a subsequent citation, for which the employer fails to provide the employee a wage
4 deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil
5 penalties provided for in this section are in addition to any other penalty provided by law.”

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

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

11 (a) Violation of Labor Code Sections 201-204, 206, 210, 510, 558, 1194, 1197,
12 1197.1, and 1198 for failure to timely pay all earned sick pay, vacation pay, wages (including
13 minimum, regular, overtime, and double time wages as well as commissions) owed to Plaintiff and
14 other aggrieved employees during employment and upon separation of employment;

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

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

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

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

28 (f) Violation of Labor Code Section 227.3 for failure to provide to Plaintiff and/or

1 Aggrieved Employees accrual of vacation wages and failure to pay to Plaintiff and/or Aggrieved
2 Employees vested vacation wages;

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

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

7 (i) Violation of Labor Code Sections 2800 and 2802 for failure to reimburse
8 business expenses to Plaintiff and other Aggrieved Employees; and

9 (j) Violation of Labor Code Section 1199 for each of the foregoing Labor Code
10 violations.

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

13 42. Pursuant to Labor Code Sections 2699(a), 2699.3, and 2699.5, Plaintiff is entitled to
14 recover civil penalties, in addition to other remedies, for violations of the Labor Code Sections cited
15 above.

16 43. Plaintiff is an “aggrieved employee” because she was employed by the alleged violators
17 and had one or more of the alleged violations committed against her, and therefore is properly suited
18 to represent the interests of all other aggrieved employees.

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

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

24 **PRAYER FOR RELIEF**

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

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

1 *seq.*;

2 2. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including
3 pursuant to Labor Code Sections 2699(g) and 2802(c), and California Code of Civil Procedure Section
4 1021.5; and

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

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7 Dated: July 13, 2023

ALAMI LAW GROUP

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10 By: _____
11 David Alami
12 Shaheen Anthony Etemadi

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Attorneys for Plaintiff MARINA LA FARGO