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David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

Attorneys for Plaintiff LaTonya Corbin, on behalf of herself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*

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

LATONYA CORBIN, on behalf of herself and
all “aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

LRW INVESTMENTS LLC, a California
limited liability company, LRW CENTURY
INVESTMENTS LLC, a California limited
liability company, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: **23STCV20261**

**REPRESENTATIVE ACTION
COMPLAINT FOR PENALTIES
PURSUANT TO LABOR CODE § 2699(f)
FOR VIOLATIONS OF LABOR CODE
§§ 201, 202, 226(a), 226.7, 227.3, 246, 510,
512, 1174, 1174.5, 1194, AND 1198 AND
PURSUANT TO LABOR CODE § 2699(a)
FOR VIOLATIONS OF LABOR CODE §§
226.3 AND 558**

1 Plaintiff LATONYA CORBIN (“Plaintiff”), on behalf of herself and others as an “aggrieved
2 employee” under the Labor Code Private Attorneys General Act of 2004, codified as Labor Code §§
3 2698 *et seq.*, complains of LRW INVESTMENTS LLC, a California limited liability company, LRW
4 CENTURY INVESTMENTS LLC, a California limited liability company, and/or any subsidiaries or
5 affiliated companies (hereinafter referred to as “Defendants”), as follows:

6 **I.**

7 **INTRODUCTION AND FACTUAL BACKGROUND**

8 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
9 Plaintiff and other non-exempt California employees who currently work or formerly worked for
10 Defendants (“Aggrieved Employees”).

11 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
12 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to
13 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
14 consistent policies of:

15 a. Failing to properly compute bonuses, shift differential wages, and other non-
16 base hourly wages earned by Plaintiff and other Aggrieved Employees into their regular rate of pay
17 for purposes of paying them meal and rest period premiums, overtime wages, vacation wages, and
18 sick pay wages at the correct rates, in violation of Labor Code §§ 226.7, 246, 510, 512, 558, and 1194.
19 Defendants pay Plaintiff and other Aggrieved Employees bonuses, shift differential wages, and other
20 non-base hourly wages; however, Defendants fail to properly blend these forms of pay, and instead
21 pay Plaintiff and other Aggrieved Employees meal and rest period premiums, overtime wages,
22 vacation wages, and sick pay wages based only on the base hourly rate of pay, thus depriving Plaintiff
23 and other Aggrieved Employees of all meal and rest period premiums, overtime wages, vacation
24 wages, and sick pay wages earned. This violates Labor Code §§ 226.7, 246, 510, 512, 558, and 1194;

25 b. Failing to pay premium wages to Plaintiff and other Aggrieved Employees who
26 were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 9-2001.
27 Plaintiff and other Aggrieved Employees were routinely unable to take a 10-minute rest period for
28 every four (4) hours of work or major fraction thereof, but were not paid premium wages of one

1 hour's pay for each missed rest period. When they are able to take a rest period, they are oftentimes
2 late, cut short, or on-duty. This violates Labor Code § 226.7 and IWC Wage Order 9-2001;

3 c. Failing to pay premium wages to Plaintiff and other Aggrieved Employees who
4 were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558 and IWC Wage
5 Order 9-2001. Plaintiff and other Aggrieved Employees were routinely denied, and not authorized to
6 take, a timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours,
7 or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten
8 hours, but were not paid premium wages of one hour's pay for each missed first or second meal
9 period. When they were able to take a meal period, they are oftentimes late, cut short, or on-duty.
10 This violates Labor Code §§ 226.7, 512, and 558 and IWC Wage Order 9-2001;

11 d. Failing to retain accurate records in accordance with Labor Code §§ 1174,
12 1174.5, and 1198 and IWC Wage Order 9-2001, including for employees' start and end times for
13 every shift and meal period. This violates Labor Code §§ 1174, 1174.5, and 1198;

14 e. Failing to provide Plaintiff and other Aggrieved Employees with wage
15 statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a).
16 Plaintiff and other Aggrieved Employees were not paid all wages due, as stated above. As such, the
17 wage statements provided by Defendants failed to accurately state all gross wages earned, in violation
18 of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2)
19 and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable
20 hourly rates in effect during the pay period and the corresponding number of hours worked at each
21 hourly rate, in violation of Labor Code §§ 226(a)(9) and 226.3. In addition, and independent of the
22 above allegations, the wage statements issued to Plaintiff and other Aggrieved Employees fail to
23 accurately state the name of the legal entity that is the employer, in violation of Labor Code §§
24 226(a)(8) and 226.3: the wage statements set forth the legal entity name as "L.R.W. Investment
25 Company" instead of the correct names, "LRW Century Investments LLC" and/or "LRW Investments
26 LLC."; and

27 f. Failing to pay Aggrieved Employees all wages due, including all accrued, but
28 unused vacation wages, at the separation of their employment based on the time frames required by

1 Labor Code §§ 201-202 and 227.3. As stated above, Plaintiff and other Aggrieved Employees are not
2 paid all wages due during the course of their employment and, as a result of this failure, they are not
3 timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-202
4 and 227.3 and is alleged on behalf of certain Aggrieved Employees no longer employed by Defendants.

5 3. Plaintiff, on behalf of herself and all Aggrieved Employees pursuant to Labor Code §
6 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

7 4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395.
8 The Labor Code violations alleged against Defendants herein arose in Los Angeles County,
9 California.

10 II.

11 PARTIES

12 A. Plaintiff

13 5. Plaintiff LATONYA CORBIN was employed by Defendants as a non-exempt
14 employee from January 2017 through January 2023 in Los Angeles County, California.

15 B. Defendant

16 6. Defendant LRW INVESTMENTS LLC is a California limited liability company that
17 employed Plaintiff and Aggrieved Employees in Los Angeles County, California.

18 7. Defendant LRW CENTURY INVESTMENTS LLC is a California limited liability
19 company that employed Plaintiff and Aggrieved Employees in Los Angeles County, California.

20 8. The true names and capacities, whether individual, corporate, associate, or otherwise,
21 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who
22 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
23 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
24 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will
25 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
26 designated hereinafter as DOES when such identities become known.

27 9. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted
28 in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme,

1 business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally
2 attributable to the other Defendants.

3 10. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting
4 on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more
5 provisions of the California Labor Code as alleged herein.

6 **III.**

7 **CAUSES OF ACTION**

8 **FIRST CAUSE OF ACTION**

9 **PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS**
10 **PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR**
11 **CODE §§ 201, 202, 226(a), 226.7, 227.3, 246, 510, 512, 1174, 1174.5, 1194, AND 1198 AND**
12 **PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF**
13 **LABOR CODE §§ 226.3 AND 558**

14 11. Plaintiff incorporates paragraphs 1 through 10 of this Complaint as though fully set
15 forth herein.

16 12. As a result of the acts alleged above, including the Labor Code violations set forth in
17 paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

18 13. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to
19 penalties and other relief in an amount to be shown at the time of trial subject to the following formula:

- 20 a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for
21 each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 227.3,
22 246, 510, 512, 1174, 1174.5, 1194, and 1198; and
23 b. Pursuant to Labor Code § 2699(f), the penalties as authorized by Labor Code
24 §§ 226.3 and 558.

25 14. Civil penalties recovered will be allocated 75% to the Labor and Workforce
26 Development Agency, and 25% to the affected employees.

27 15. On June 16, 2023, Plaintiff sent a letter, by online submission to the LWDA and by
28 certified mail, return receipt requested, to Defendants setting forth the facts and theories of the

violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of June 16, 2023. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff and the Aggrieved Employees he seeks to represent request relief as described below.

IV.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;
2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1) and other applicable law;
3. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1) and other applicable law; and
4. Such other and further relief as this Court may deem just and proper.

Dated: August 23, 2023

Respectfully submitted,

GAINES & GAINES
A Professional Law Corporation

By: Daniel F. Gaines
DANIEL F. GAINES
EVAN S. GAINES
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