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Attorneys for Plaintiff DORIS ZALDIVAR-PACHECO,
on behalf of herself and current and former aggrieved employees,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

DORIS ZALDIVAR-PACHECO, on behalf of
herself and current and former aggrieved
employees,

Plaintiff,

vs.

A.P. EXPRESS, LLC; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: **23STCV19195**

PAGA ACTION

**PLAINTIFF DORIS ZALDIVAR-
PACHECO'S COMPLAINT FOR:**

- CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

COMES NOW Plaintiff DORIS ZALDIVAR-PACHECO ("Plaintiff"), who alleges and
complains against Defendants A.P. EXPRESS, LLC; and DOES 1 to 100, inclusive (collectively
"Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, herself
and other current and former aggrieved employees of Defendants who worked as hourly non-
exempt employees in California during the relevant time period seeking civil penalties associated

1 with Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all
2 hours worked at the employees' minimum wage rate or overtime rate, failure to provide all legally
3 required and legally compliant meal and rest periods, failure to timely pay earned wages during
4 employment, failure to provide complete and accurate wage statements, and failure to timely pay
5 all unpaid wages following separation of employment. Plaintiff seeks on a representative basis,
6 following notice to the Labor and Workforce Development Agency, civil penalties, reasonable
7 attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff,
8 the State of California, and others aggrieved.

9 **II. JURISDICTION AND VENUE**

10 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
11 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
12 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
13 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
14 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
15 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
16 aggrieved California-based hourly non-exempt employees occurred in locations throughout
17 California, including but not limited to Los Angeles County at 5301 Rivergrade Road, Irwindale,
18 CA 91706.

19 3. In response to the COVID-19 pandemic, the Judicial Council of California enacted
20 Emergency Rule 9 to the California Rules of Court, which provided that, notwithstanding any
21 other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are
22 tolled from April 6, 2020, until October 1, 2020.

23 **III. PARTIES**

24 4. Plaintiff brings this action as a representative of the Labor and Workforce
25 Development Agency on behalf of herself and other current and former employees subject to
26 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
27 filed include current, former and/or future employees of Defendants who work, worked, or will
28 work for Defendants as direct employees as well as temporary employees employed through temp

1 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
2 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
3 employed by Defendants in an hourly position at Defendants' location in Irwindale from
4 approximately April 2022 until on or about December 2022.

5 5. Plaintiff is informed and believes and thereon alleges that Defendant A.P.
6 EXPRESS, LLC is authorized to do business within the State of California and is doing business
7 in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto
8 were persons acting on behalf of Defendant A.P. EXPRESS, LLC in the establishment of, or
9 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant A.P.
10 EXPRESS, LLC operates in Los Angeles County and employed Plaintiff and aggrieved employees
11 in Los Angeles County, including but not limited to, at 5301 Rivergrade Road, Irwindale, CA
12 91706.

13 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
14 through 50 are corporations or are other business entities or organizations of a nature unknown to
15 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
16 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
17 working conditions of employment of Plaintiff and aggrieved employees.

18 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
19 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
20 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
21 supervisor, independent contractor and/or employee of each defendant who violated or caused to
22 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of
23 the Industrial Welfare Commission's wage orders regulating hours and days of work.

24 8. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
25 sues said defendants by said fictitious names and will amend this complaint when the true names
26 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
27 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
28 named defendants is in some manner responsible for the events and allegations set forth in this

1 complaint.

2 9. Plaintiff makes the allegations in this complaint without any admission that, as to
3 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and
4 Plaintiff reserves all of Plaintiff's right to plead in the alternative.

5 **FIRST CAUSE OF ACTION**

6 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
7 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

8 **(Against all Defendants by Plaintiff)**

9 10. Plaintiff incorporates all paragraphs above as though fully set forth herein.

10 11. During Plaintiff's employment and continuing through the present, Plaintiff alleges
11 Defendants violated Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197
12 and the applicable Wage Orders.

13 12. Specifically, Defendants have committed the following violations of California
14 Labor Code:

15 13. **Failure to pay wages for all hours worked at the legal minimum wage:**
16 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
17 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
18 which includes all time that an employee is under control of the employer and all time the
19 employee is suffered and permitted to work. This includes the time an employee spends, either
20 directly or indirectly, performing services which inure to the benefit of the employer.

21 14. Labor Code sections 1194 and 1197 require an employer to compensate employees
22 for all "hours worked" at least at a minimum wage rate of pay as established by the IWC and the
23 Wage Orders.

24 15. In this case, Plaintiff and other current and former aggrieved California-based
25 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
26 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
27 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
28 wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but

1 not limited to:

2 (a) "Rounding down" or "shaving down" Plaintiff's and other current and former
3 aggrieved California-based hourly non-exempt employees' daily hours at the time of their clock-
4 ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an
5 hour, to the benefit of Defendants;

6 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
7 non-exempt employees to line up to wait to undergo and undergo off-the-clock security checks,
8 including going through metal detectors and bag checks prior to being permitted to clock in for
9 their start shifts, after clocking out for meal breaks, prior to clocking back in form their meal
10 breaks, and after clocking out for the end of their shift; and

11 (c) Requiring Plaintiff and other current and former aggrieved California-based hourly
12 non-exempt employees to remain on-duty during their off-the-clock meal breaks because Plaintiff
13 and other current and former aggrieved California-based hourly non-exempt employees were
14 required to keep their employer-issued walkie-talkie on them at all times during their shift to
15 monitor and respond to calls from Defendants, including during their off-the-clock meal breaks.

16 16. Plaintiff and other current and former aggrieved California-based hourly non-
17 exempt employees were not paid for this time resulting in Defendants' failure to pay minimum
18 wage for all the hours Plaintiff and other current and former aggrieved California-based hourly
19 non-exempt employees worked.

20 17. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
21 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants'
22 control without paying wages for that time. This resulted in Plaintiff and other current and former
23 aggrieved California-based hourly non-exempt employees working time for which they were not
24 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
25 Wage Order.

26 18. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
27 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
28 employees. In California, an employer is required to pay hourly employees for all "hours worked,"

1 which includes all time that an employee is under control of the employer and all time the
2 employee is suffered and permitted to work. This includes the time an employee spends, either
3 directly or indirectly, performing services that inure to the benefit of the employer.’

4 19. Labor Code sections 510 and 1194 require an employer to compensate employees a
5 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty
6 (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

7 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
8 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
9 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
10 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve
11 (12) hours in one (1) day shall be compensated at the rate of no less than twice the regular
12 rate of pay for an employee. In addition, any work in excess of eight (8) hours on any
13 seventh day of a workweek shall be compensated at the rate of no less than twice the
14 regular rate of pay of an employee.

15 Labor Code section 510.

16 20. In this case, Defendants failed to pay Plaintiff and other current and former
17 aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours
18 worked due to Defendants’ policies, practices, and/or procedures including, but not limited to:

19 (a) “Rounding down” or “shaving down” Plaintiff’s and other current and former
20 aggrieved California-based hourly non-exempt employees’ total daily hours at the time of their
21 clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter
22 of an hour, to the benefit of Defendants;

23 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
24 non-exempt employees to line up to wait to undergo and undergo off-the-clock security checks,
25 including going through metal detectors and bag checks prior to being permitted to clock in for
26 their start shifts, after clocking out for meal breaks, prior to clocking back in form their meal
27 breaks, and after clocking out for the end of their shift; and

28 (c) Requiring Plaintiff and other current and former aggrieved California-based hourly
non-exempt employees to remain on-duty during their off-the-clock meal breaks because Plaintiff
and other current and former aggrieved California-based hourly non-exempt employees were
required to keep their employer-issued walkie-talkie on them at all times during their shift to

1 monitor and respond to calls from Defendants, including during their off-the-clock meal breaks.

2 21. Plaintiff and other current and former aggrieved California-based hourly non-
3 exempt employees were not paid for this time.

4 22. The foregoing policies, practices, and/or procedures resulted in time during each
5 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
6 employees were under the control of Defendants but were not compensated. To the extent that the
7 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
8 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
9 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
10 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
11 sections 510 and 1194 and the applicable Wage Order.

12 23. **Failure to pay wages to hourly non-exempt employees for workdays that**
13 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other
14 current and former aggrieved California-based hourly non-exempt employees regularly worked
15 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

16 24. California law requires an employer to authorize or permit an employee an
17 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
18 all duties and the employer relinquishes control over the employee's activities prior to the
19 employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 9 at §11; *Brinker*
20 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
21 employee for a work period of more than ten (10) hours per day without providing the employee
22 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
23 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
24 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
25 period is only permitted when: (1) the nature of the work prevents an employee from being
26 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

27 25. If an employer fails to provide an employee a meal period in accordance with the
28 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay

1 for each workday that a legally required and compliant meal period was not provided. Labor Code
2 section 226.7; Wage Order 9 at §11.

3 26. In this case, Defendants failed to authorize or permit legally required and compliant
4 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
5 exempt employees due to Defendants' policies, practices, and/or procedures, including but not
6 limited to:

7 (a) "Rounding" or "shaving" Plaintiff's and other current and former aggrieved
8 California-based hourly non-exempt employees' daily hours at the time of their clock-ins and
9 clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants;

10 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
11 non-exempt employees' to remain on-duty and/or not providing full (30) thirty minute meal breaks
12 because they had to line up to wait to undergo and undergo off-the-clock security checks,
13 including going through metal detectors and bag checks, both after clocking out meal breaks and
14 prior to clocking back if they chose to take an off-premises meal breaks; and

15 (c) Requiring Plaintiff and other current and former aggrieved California-based hourly
16 non-exempt employees to remain on-duty during their off-the-clock meal breaks because Plaintiff
17 and other current and former aggrieved California-based hourly non-exempt employees were
18 required to keep their employer-issued walkie-talkie on them at all times during their shift to
19 monitor and respond to calls from Defendants, including during their off-the-clock meal breaks;

20 (d) Discouraging off-premises meal breaks by requiring Plaintiff and other current and
21 former aggrieved California-based hourly non-exempt employees to be subjected to line up to wait
22 to undergo and undergo off-the-clock security checks, including going through metal detectors and
23 bag checks prior to being permitted to clock in for their start shifts, after clocking out for meal
24 breaks, prior to clocking back in form their meal breaks; and

25 (e) Failing to provide Plaintiff and other current and former aggrieved California-based
26 hourly non-exempt employees a second uninterrupted duty-free meal period of no less than thirty
27 (30) minutes for each workday that Plaintiff and other current and former aggrieved California-
28 based hourly non-exempt employees work shifts over ten (10) hours.

27. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or procedure of failing to compensate Plaintiff and other current and former aggrieved California-based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt employees did not receive legally required and compliant meal periods, in violation of Labor Code section 226.7.

28. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff and other current and former aggrieved California-based hourly non-exempt employees not receiving wages to compensate them for workdays during which Defendants did not provide them with meal periods in compliance with California law.

29. **Failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other current and former aggrieved California-based hourly non-exempt employees regularly worked shifts of more than three-and-a-half (3.5) hours.

30. California law requires every employer to authorize and permit an employee a rest period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code section 226.7; Wage Order 9 at §12. Under California law, "[e]mployees are entitled to 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7; Wage Order 9 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period. Wage Order 9 at §12. Additionally, the rest period requirement "obligates employers to permit – and authorizes employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

31. If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;

1 Wage Order 9 at § 12.

2 32. In this case, Defendants failed to authorize or permit all legally required and
3 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
4 non-exempt employees due to Defendants' policies, practices, and/or procedures including, but not
5 limited to:

6 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
7 non-exempt employees to remain on-duty during their rest breaks because Plaintiff and other
8 current and former aggrieved California-based hourly non-exempt employees were required to
9 keep their employer-issued walkie-talkie on them at all times during their shift to monitor and
10 respond to calls from Defendant, including during their rest breaks; and

11 (b) Failing to provide Plaintiff and other current and former aggrieved California-based
12 hourly non-exempt employees a third uninterrupted duty-free rest period of no less than ten (10)
13 net minutes on each workday that Plaintiff and other current and former aggrieved California-
14 based hourly non-exempt employees work shifts over ten (10) hours.

15 33. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
16 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
17 based hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each
18 workday they did not receive legally required and compliant rest periods, in violation of Labor
19 Code section 226.7.

20 34. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
21 and other current and former aggrieved California-based hourly non-exempt employees not
22 receiving wages to compensate them for workdays in which Defendants did not provide them with
23 rest periods in compliance with California law.

24 35. **Failure to timely pay earned wages during employment:** In California, wages
25 must be paid at least twice during each calendar month on days designated in advance by the
26 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
27 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
28 16th and the 26th day of that month and wages earned between the 16th and the last day,

1 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
2 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
3 paid within seven (7) calendar days following the close of the payroll period in which wages were
4 earned. Labor Code section 204(d).

5 36. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
6 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
7 exempt employees' earned wages (including minimum wages, overtime wages, meal period
8 premium wages, and/or rest period premium wages), in violation of Labor Code section 204.
9 Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay
10 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
11 their earned wages within the applicable time frames outlined in Labor Code section 204.

12 37. **Failure to provide complete and accurate wage statements:** Labor Code section
13 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
14 employee his or her wages, the employer must "furnish each of his or her employees ... an
15 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
16 employee, except for any employee whose compensation is solely based on a salary and who is
17 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
18 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
19 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
20 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
21 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
22 name of the employee and his or her social security number, (8) the name and address of the legal
23 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
24 the corresponding number of hours worked at each hourly rate by the employee."

25 38. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
26 and other current and former aggrieved California-based hourly non-exempt employees all wages
27 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest
28 period premium wages) rendered Plaintiff's and other current and former aggrieved California-

1 based hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code
2 section 226.

3 **39. Failure to pay employees all wages due at time of termination/resignation:** An
4 employer is required to pay all unpaid wages timely after an employee's employment ends. The
5 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
6 hours of resignation (Labor Code section 202).

7 40. As a derivative of Plaintiff's allegations above, because Defendants failed to pay
8 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
9 all their earned wages (including minimum wages, overtime wages, meal period premium wages,
10 and/or rest period premium wages), Defendants failed to pay those employees timely after each
11 employee's termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

12 41. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
13 employee, on behalf of himself or herself and other current or former employees, to bring a civil
14 action to recover civil penalties against all Defendants pursuant to the procedures specified in
15 Labor Code section 2699.3.

16 42. Plaintiff has complied with the procedures for bringing suit specified in Labor
17 Code section 2699.3. On June 6, 2023, Plaintiff filed a PAGA Claim Notice with the LWDA and
18 provided notice to Defendants by certified mail which provided notice of the specific provisions of
19 the Labor Code alleged to have been violated, including the facts and theories to support the
20 violations alleged.

21 43. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
22 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
23 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
24 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
25 to investigate Plaintiff's claims.

26 44. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
27 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510,
28 512, 1194, 1197, During Plaintiff's employment and continuing through the present, preceding

1 Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following
2 amounts:

3 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, and 512;
4 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
5 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
6 violation [penalty amounts established by Labor Code section 2699(f)(2)].

7 b. For violations of Labor Code section 226, two hundred fifty dollars (\$250)
8 for each employee for each pay period for the initial violation, and for each subsequent violation,
9 one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts
10 established by Labor Code section 226.3].

11 c. For violations of Labor Code section 510, fifty dollars (\$50) for each
12 employee for each pay period for the initial violation, and for each subsequent violation, one
13 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
14 established by Labor Code section 558].

15 d. For violations of Labor Code section 1194 and 1197, one hundred dollars
16 (\$100) for each underpaid employee for each pay period for the initial violation, and for each
17 subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay
18 period [penalty amounts established by Labor Code section 1197.1].

19 45. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
20 reasonable attorneys' fees and costs in connection with her claims for civil penalties.

21 **PRAYER FOR RELIEF**

22 **WHEREFORE, PLAINTIFF, ON BEHALF OF HERSELF AND ON OTHER**
23 **AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:**

24 **ON THE FIRST CAUSE OF ACTION:**

25 1. That Defendants be found to have violated the provisions of the Labor Code and
26 the IWC Wages Orders as to the Plaintiff and aggrieved employees;

27 2. For any and all legally applicable penalties during the relevant statute of limitations
28 subject to any permissible tolling, including but not limited to those recoverable under the

1 California Labor Code, including but not limited to section 2699(f);

2 3. For attorneys' fees and costs of suit, including but not limited to those recoverable
3 under California Labor Code section 2699(g); and

4 4. For such and other further relief, in law and/or equity, as the Court deems just or
5 appropriate

6
7 Dated: August 11, 2023

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

8
9 By:



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DORIS ZALDIVAR-PACHECO, on behalf
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