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

JESSICA GILLESPIE, individually and on  
behalf of all other aggrieved employees and the  
State of California,

Plaintiff,

v.

TAMPICO HEALTHCARE CENTER, LLC;  
and DOES 1 through 10, inclusive,

Defendants.

Case No. **23STCV29721**

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

1 Plaintiff JESSICA GILLSPIE (“Plaintiff”), individually and on behalf of other aggrieved  
2 employees and the State of California, hereby brings this representative action Complaint pursuant to  
3 the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code Sections 2698, *et seq.*,  
4 against TAMPICO HEALTHCARE CENTER, LLC and DOES 1 through 10 inclusive (collectively,  
5 “Defendants”), and hereby alleges with knowledge with respect to her own acts and on information  
6 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 California.

16 3. Defendants have engaged in a systematic pattern of wage and hour violations under the  
17 California Labor Code (“Labor Code”). During the PAGA Period, Defendants maintained a consistent  
18 practice and policy of violating state wage and hour laws by, among other things, failing to pay all  
19 wages (including sick pay, vacation pay, minimum, regular, overtime, and/or double time wages),  
20 failing to provide compliant meal and rest periods or compensation in lieu thereof, failing to timely  
21 pay all wages due upon separation of employment, failing to provide accurate itemized wage  
22 statements, failing to maintain accurate records of hours worked, and failing to reimburse business  
23 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, 246, 510, 511, 512, 558,  
28 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, and 2804.

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 this County is proper under California Business & Professions Code Section 17203 and California Code of Civil Procedure Section 395.5 because Defendants' principal place of business on file with the Secretary of State is 7162 Beverly Boulevard, #565, Los Angeles, California 90036, 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 JESSICA GILLESPIE 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. At all times relevant, Plaintiff was a certified nurse assistant whose job duties included, *inter alia*, assisting residents with all needs such as feedings and showers, taking residents' vitals and blood pressure, and transporting residents.

1           10. Defendant TAMPICO HEALTHCARE CENTER, LLC is a California limited liability  
2 company doing business throughout the State of California, with its principal place of business located  
3 at 7162 Beverly Boulevard, #565, Los Angeles, California 90036. TAMPICO HEALTHCARE  
4 CENTER, LLC is, and at all relevant times was, an employer subject to California state wage and hour  
5 laws. Plaintiff is informed, believes, and thereon alleges that the practices and policies TAMPICO  
6 HEALTHCARE CENTER, LLC that are complained of by way of this Complaint were implemented  
7 during the PAGA Period.

8           11. Defendants continue to employ non-exempt employees within California.

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

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

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

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

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

## GENERAL ALLEGATIONS

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

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

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

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

21. **Unpaid Wages:** Defendants knew or should have known that Plaintiff and other Aggrieved Employees were entitled to receive at least minimum wages, wages at their regular rate of

1 pay, overtime and double time wages, and that they were not receiving minimum, regular, overtime,  
2 and double time wages for all work that was required to be performed. On information and belief,  
3 during the PAGA Period, Aggrieved Employees regularly worked more than 8 hours, 10 hours, and/or  
4 12 hours per workday and/or over 40 hours per workweek. Defendants' practices and policies deprived  
5 Plaintiff and other Aggrieved Employees of minimum, regular, overtime, and/or double time wages  
6 for work they performed off the clock. Defendants required Plaintiff and other Aggrieved Employees  
7 to complete workrelated tasks off the clock, such as communicating with Defendants and donning and  
8 doffing activities. Furthermore, Defendants rounded Plaintiff and other Aggrieved Employees' hours  
9 worked, thereby depriving them of wages for all hours worked at the legally mandated rates.  
10 Defendants did not compensate Plaintiff and other Aggrieved Employees for all hours worked because  
11 Plaintiff and other Aggrieved Employees were regularly on-duty during their meal and/or rest periods.  
12 Finally, Defendants failed to accurately calculate the regular rate of pay by failing to include a  
13 remuneration when calculating the rate of pay for overtime, double time, meal and rest period  
14 premiums, vacation pay, and sick pay. Accordingly, Defendants failed to pay Plaintiff and other  
15 Aggrieved Employees the proper sick pay, vacation pay, and minimum, regular, overtime, and double  
16 time wages for all hours worked in violation of the Labor Code, the applicable IWC Wage Orders, and  
17 California Code of Regulations.

18       22.     **Meal Period Violations:** Defendants knew or should have known that Plaintiff and/or  
19 other Aggrieved Employees were entitled to receive a timely, off-duty, uninterrupted 30-minute meal  
20 period for every five hours of work, or payment of one additional hour of pay at their regular rate of  
21 pay when they did not receive a compliant meal period. Plaintiff and/or other Aggrieved Employees  
22 frequently had their meal periods shortened, interrupted, late, and/or missed altogether due to  
23 Defendants' practice of understaffing and prioritizing work demands over taking compliant breaks.  
24 Defendants also failed to relieve Plaintiff and other Aggrieved Employees of all duties during their  
25 meal periods. In addition, Defendants failed to authorize and permit and/or make available to Plaintiff  
26 and/or other Aggrieved Employees second meal periods when they worked more than 10 hours.  
27 Moreover, Defendants rounded Plaintiff and/or other Aggrieved Employees' time punches for meal  
28 periods. Accordingly, Defendants failed to authorize and permit and/or make available to Plaintiff

1 and/or other Aggrieved Employees timely, uninterrupted off-duty meal periods for at least 30 minutes  
2 when they worked more than five (5) hours and/or 10 hours in a workday, and failed to compensate  
3 Plaintiff and/or other Aggrieved Employees with an additional hour of pay at their regular rate of pay  
4 for every day in which they were denied a compliant meal period.

5       23.     **Rest Period Violations:** Defendants knew or should have known that Plaintiff and  
6 other Aggrieved Employees were entitled to receive a 10-minute, off-duty, uninterrupted rest period  
7 for every four (4) hours worked, or major fraction thereof, or payment of one additional hour of pay  
8 at their regular rate of pay when they were not permitted to take a compliant rest period. Plaintiff  
9 and/or other Aggrieved Employees missed their rest breaks or had them interrupted or governed by  
10 Defendants' practices and policies. Defendants also failed to relieve Plaintiff and other Aggrieved  
11 Employees of all duties during their meal periods. Plaintiff and/or other Aggrieved Employees also  
12 failed to adopt and implement a practice of providing third rest breaks when Plaintiff and/or other  
13 Aggrieved Employees worked over 10 hours. Notwithstanding the above rest break violations,  
14 Defendants failed to compensate Plaintiff and/or other Aggrieved Employees with an additional hour  
15 of pay at their regular rate of pay for every day in which they suffered a rest period violation.

16       24.     **Unreimbursed Business Expenses:** Defendants knew or should have known that  
17 Plaintiff and other Aggrieved Employees were entitled to reimbursement for their necessary work-  
18 related business expenses. For example, Plaintiff and/or other Aggrieved Employees were required to  
19 use their personal cell phones to discuss workrelated matters with Defendants' representatives and for  
20 other work purposes without any reimbursement. Specifically, Defendants required Plaintiff and/or  
21 other Aggrieved Employees to download SNF Payroll's cloud-based HR and nursing software on their  
22 phones. In addition, because Defendants failed to provide Plaintiff and/or other Aggrieved Employees  
23 with all equipment necessary to perform their job duties, Plaintiff and/or other Aggrieved Employees  
24 incurred costs for such necessary equipment without reimbursement. Specifically, Plaintiff was  
25 required to incur costs associated with purchasing her own gait belt (used to transport patients) and  
26 vital equipment without reimbursement.

27       25.     **Failure to Permit Aggrieved Employees to Use Accrued and Available Sick Leave:**  
28 During the PAGA Period, Defendants failed to permit Plaintiff and/or Aggrieved Employees to use

1 their accrued and available sick leave entitlement.

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

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

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

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

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

25       31.     Defendants' conduct, acts, and/or omissions described throughout this Complaint were  
26 willful.

27 // //

28 // //

1 **FIRST CAUSE OF ACTION**

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

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

4 **(Against All Defendants)**

5 32. Plaintiff incorporate by reference all previous paragraphs of this Complaint as though  
6 fully set forth herein.

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

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

16 35. On September 25, 2023, Plaintiff gave written notice of the specified provisions alleged  
17 to have been violated, including the facts and theories to support the alleged violations, as required by  
18 Labor Code Section 2699.3. This written notice was provided via certified mail to Defendants and to  
19 the LWDA by electronically filing the notice via the Department of Industrial Relations' website.  
20 More than 65 days have passed since Plaintiff submitted the PAGA notice to the LWDA without notice  
21 from the LWDA. Accordingly, Plaintiff has exhausted the procedural requirements under Labor Code  
22 Section 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of  
23 herself and all other Aggrieved Employees under PAGA.

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

1           37. Pursuant to Labor Code Sections 2699.3 and 2699.5, Plaintiff may seek civil penalties  
2 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,  
3 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5,  
4 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs  
5 (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230,  
6 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of  
7 Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2,  
8 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851,  
9 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153,  
10 subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision  
11 (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296,  
12 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,  
13 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,  
14 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771,  
15 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,  
16 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,  
17 6399.7, 6400, 6401, 6401.7, 6402, and 6403.

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

25           39. Labor Code Section 1197.1 provides “[a]ny employer or other person acting either  
26 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to  
27 any employee a wage less than the minimum fixed by an applicable state or local law, or by an order  
28 of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is

1 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period  
2 for which the employee is underpaid . . . (2) For each subsequent violation for the same specific  
3 offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which  
4 the employee is underpaid regardless of whether the initial violation is intentionally committed.”

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

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

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

16 (a) Violation of Labor Code Sections 201-204, 206, 210, 221, 223, 227.3, 246, 510,  
17 558, 1194, 1197, 1197.1, and 1198 for failure to timely pay all earned wages (including minimum,  
18 regular, overtime, and double time wages), sick pay, and vacation pay owed to Plaintiff and other  
19 aggrieved employees during employment and upon separation of employment;

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

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

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

27 (e) Violation of Labor Code Sections 226, 226.3, 1174, and 1174.5 for failure to  
28 calculate and pay sick pay at the regular rate of pay for the workweek in which Plaintiff and/or other

1 Aggrieved Employees used paid sick time, or by dividing the Plaintiff and/or other Aggrieved  
2 Employees' total wages, not including overtime premium pay, by the Plaintiff and/or other Aggrieved  
3 Employees' total hours worked in the full pay periods of the prior 90 days of employment, in violation  
4 of Labor Code Sections 246, 246.5, 247, 247.5, and 248.5 and the Healthy Workplaces, Healthy  
5 Families Act of 2014;

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

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

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

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

15 (j) Violation of Labor Code Section 1199 for each of the foregoing Labor Code  
16 violations.

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

19 44. Pursuant to Labor Code Sections 2699(a), 2699.3, and 2699.5, Plaintiff is entitled to  
20 recover civil penalties, in addition to other remedies, for violations of the Labor Code Sections cited  
21 above.

22 45. Plaintiff is an "aggrieved employee" because she was employed by Defendants and had  
23 one or more of the alleged violations committed against Plaintiff, and therefore is properly suited to  
24 represent the interests of all other aggrieved employees.

25 46. Plaintiff has exhausted the procedural requirements under Labor Code Section 2699.3  
26 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and all other  
27 aggrieved employees under the PAGA.

28 47. Pursuant to Labor Code Sections 2699(g) and 2802(c) and California Code of Civil

1 Procedure Section 1021.5, Plaintiff is entitled to attorneys' fees and costs incurred in this action.

2 **PRAYER FOR RELIEF**

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

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

8 2. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including  
9 pursuant to Labor Code Sections 2699(g) and 2802(c), and California Code of Civil Procedure Section  
10 1021.5; and

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

12  
13 Dated: December 6, 2023

**TORUS LLP**

14  
15  
16 By: 

David Alami

Daniel J. Hyun

Shaheen Anthony Etemadi

Attorneys for Plaintiff JESSICA GILLESPIE