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24CV429905
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Attorneys for Plaintiff YEN THI HOANG NGUYEN,
on behalf of herself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

YEN THI HOANG NGUYEN, on behalf of
herself and current and former aggrieved
employees,

Plaintiff,

vs.

BMO HARRIS BANK N.A.; BMO HARRIS
FINANCIAL ADVISORS, INC.; and DOES 1 to
100, inclusive,

Defendants.

Case No.: 24CV429905

PAGA ACTION

**PLAINTIFF YEN THI HOANG
NGUYEN'S COMPLAINT FOR:**

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

COMES NOW Plaintiff YEN THI HOANG NGUYEN ("Plaintiff"), who alleges and
complains against Defendants BMO HARRIS BANK N.A.; BMO HARRIS FINANCIAL
ADVISORS, INC.; 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 minimum wage and all overtime hours worked at the overtime rate of pay; failure
3 to authorize or permit all legally required and/or compliant meal periods or pay meal period
4 premium wages; failure to authorize or permit all legally required and/or compliant rest periods or
5 pay rest period premium wages; failure to timely pay earned wages during employment; statutory
6 penalties for failure to provide accurate wage statements; statutory waiting time penalties in the
7 form of continuation wages for failure to timely pay employees all wages due upon separation of
8 employment. Plaintiff seeks on a representative basis, following notice to the Labor and
9 Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor
10 Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and
11 others aggrieved.

12 **II. JURISDICTION AND VENUE**

13 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
14 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
15 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
16 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
17 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
18 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
19 aggrieved California-based hourly non-exempt employees occurred in locations throughout
20 California, including but not limited to Santa Clara County, at 965 South De Anza Boulevard, San
21 Jose, CA 95129.

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

26 **III. PARTIES**

27 4. Plaintiff brings this action as a representative of the Labor and Workforce
28 Development Agency on behalf of herself and other current and former employees subject to

1 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
2 filed include current, former and/or future employees of Defendants who work, worked, or will
3 work for Defendants as direct employees as well as temporary employees employed through temp
4 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
5 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
6 employed by Defendants in an hourly position at Defendants' location in San Jose from
7 approximately April 10, 2023, until on or about October 12, 2023.

8 5. Plaintiff is informed and believes and thereon alleges that Defendant BMO
9 HARRIS BANK N.A. is authorized to do business within the State of California and is doing
10 business in the State of California and/or that Defendants DOES 1-25 are, and at all times relevant
11 hereto were persons acting on behalf of Defendant BMO HARRIS BANK N.A. in the
12 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
13 Defendant BMO HARRIS BANK N.A. operates in Santa Clara County and employed Plaintiff
14 and aggrieved employees in Santa Clara County, including but not limited to, at 965 South De
15 Anza Boulevard, San Jose, CA 95129.

16 6. Plaintiff is informed and believes and thereon alleges that Defendant BMO
17 HARRIS FINANCIAL ADVISORS, INC. is authorized to do business within the State of
18 California and is doing business in the State of California and/or that Defendants DOES 26-50 are,
19 and at all times relevant hereto were persons acting on behalf of Defendant BMO HARRIS
20 FINANCIAL ADVISORS, INC. in the establishment of, or ratification of, the aforementioned
21 illegal wage and hour practices or policies. Defendant BMO HARRIS FINANCIAL ADVISORS,
22 INC. operates in Santa Clara County and employed Plaintiff and aggrieved employees in Santa
23 Clara County, including but not limited to, at 965 South De Anza Boulevard, San Jose, CA 95129.

24 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
25 through 50 are corporations, or are other business entities or organizations of a nature unknown to
26 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
27 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
28 working conditions of employment of Plaintiff and aggrieved employees.

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

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

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

FIRST CAUSE OF ACTION

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

(Against all Defendants by Plaintiff)

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

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

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

14. **Failure to pay wages for all hours worked at the legal minimum wage:** Defendants employed many of their employees, including Plaintiff, as hourly non-exempt 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 which inure to the benefit of the employer.

4 15. Labor Code sections 1194 and 1197 require an employer to compensate employees
5 for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the
6 Wage Orders.

7 16. In this case, Plaintiff and other current and former aggrieved California-based
8 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
9 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
10 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
11 wage for all hours worked due to Defendants’ policies, practices, and/or procedures including, but
12 not limited to:

13 (a) “Rounding down” or “shaving down” Plaintiff’s and other current and former
14 aggrieved California-based hourly non-exempt employees’ daily hours worked at the time of their
15 clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter
16 of an hour, to the benefit of Defendants.

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

23 18. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
24 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
25 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
26 which includes all time that an employee is under control of the employer and all time the
27 employee is suffered and permitted to work. This includes the time an employee spends, either
28 directly or indirectly, performing services that inure to the benefit of the employer.’

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

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

12 Labor Code section 510.

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

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

20 21. Overtime is based upon an employee's regular rate of pay. "The regular rate at
21 which an employee is employed shall be deemed to include all remuneration for employment paid
22 to, or on behalf, of the employee." See Division of Labor Standards Enforcement – Enforcement
23 Policies and Interpretations Manual, Section 49.1.2.

24 22. In this case, Plaintiff alleges that when she and other current and former aggrieved
25 California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay
26 them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all
27 remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a
28 policy, practice, and/or procedure of failing to include all remuneration such as commissions, for
example, when calculating Plaintiff's and other current and former aggrieved California-based
hourly non-exempt employees' regular rate of pay for the purpose of paying overtime.

 23. The foregoing policies, practices, and/or procedures resulted in time during each

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

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

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

26. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code section 226.7; Wage Order 4 at §11.

27. In this case, Defendants failed to authorize or permit legally required and compliant meal periods to Plaintiff and other current and former aggrieved California-based hourly non-

1 exempt employees due to Defendants' policies, practices, and/or procedures, including but not
2 limited to:

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

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

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

17 29. Finally, on occasions when Defendants paid Plaintiff and other current and former
18 aggrieved California-based hourly non-exempt employees a "premium" wage for late, missed,
19 short, on-premise, on-duty, and/or interrupted meal periods, Defendants failed to pay the one (1)
20 additional hour of pay at Plaintiff's and other current and former aggrieved California-based
21 hourly non-exempt employees' regular rate of compensation. Specifically, Defendants maintained
22 a policy, practice, and/or procedure of failing to include all remuneration such as commissions, for
23 example, when calculating Plaintiff's and other current and former aggrieved California-based
24 hourly non-exempt employees' regular rate of pay for the purpose of paying meal period premium
25 wages.

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

1 with meal periods in compliance with California law.

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

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

17 33. If the employer fails to authorize or permit a required rest period, the employer
18 must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday
19 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;
20 Wage Order 4 at § 12.

21 34. In this case, Defendants failed to authorize or permit all legally required and
22 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
23 non-exempt employees due to Defendants’ policies, practices, and/or procedures including, but not
24 limited to:

25 (a) failing to provide Plaintiff and other current and former aggrieved California-based
26 hourly non-exempt employees a third uninterrupted duty-free rest period of no less than ten (10)
27 net minutes on each workday that Plaintiff and other current and former aggrieved California-
28 based hourly non-exempt employees work shifts over ten (10) hours.

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

6 36. Finally, on occasions when Defendants did pay Plaintiff and other current and
7 former aggrieved California-based hourly non-exempt employees a “premium” wage for late,
8 missed, short, on-premise, on-duty, and/or interrupted rest periods, Defendants failed to pay the
9 one (1) additional hour of pay at Plaintiff’s and other current and former aggrieved California-
10 based hourly non-exempt employees’ regular rate of compensation. Specifically, Defendants
11 maintained a policy, practice, and/or procedure of failing to include all remuneration such as
12 commission, for example, when calculating Plaintiff’s and other current and former aggrieved
13 California-based hourly non-exempt employees’ regular rate of pay for the purpose of paying rest
14 period premiums.

15 37. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff
16 and other current and former aggrieved California-based hourly non-exempt employees not
17 receiving wages to compensate them for workdays in which Defendants did not provide them with
18 rest periods in compliance with California law.

19 38. **Failure to timely pay earned wages during employment:** In California, wages
20 must be paid at least twice during each calendar month on days designated in advance by the
21 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
22 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
23 16th and the 26th day of that month and wages earned between the 16th and the last day,
24 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
25 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
26 paid within seven (7) calendar days following the close of the payroll period in which wages were
27 earned. Labor Code section 204(d).

28 39. As a derivative of Plaintiff’s claims above, Plaintiff alleges that Defendants failed

1 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
2 exempt employees' earned wages (including minimum wages, overtime wages, meal period
3 premium wages, and/or rest period premium wages), in violation of Labor Code section 204.
4 Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay
5 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
6 their earned wages within the applicable time frames outlined in Labor Code section 204.

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

20 **41.** As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
21 and other current and former aggrieved California-based hourly non-exempt employees all wages
22 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest
23 period premium wages) rendered Plaintiff's and other current and former aggrieved California-
24 based hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code
25 section 226.

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

1 hours of resignation (Labor Code section 202).

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

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

11 45. Plaintiff has complied with the procedures for bringing suit specified in Labor
12 Code section 2699.3. On November 21, 2023, Plaintiff filed a PAGA Claim Notice with the
13 LWDA and provided notice to Defendants by certified mail which provided notice of the specific
14 provisions of the Labor Code alleged to have been violated, including the facts and theories to
15 support the violations alleged.

16 46. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
17 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
18 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
19 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
20 to investigate Plaintiff's claims.

21 47. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
22 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510,
23 512, 1194, 1197, During Plaintiff's employment and continuing through the present, preceding
24 Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following
25 amounts:

26 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, and 512;
27 one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation
28 and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent

violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

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

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

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

PRAYER FOR RELIEF

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

ON THE FIRST CAUSE OF ACTION:

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

2. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling, including but not limited to those recoverable under the California Labor Code, including but not limited to section 2699(f);

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

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

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Dated: January 26, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By: Colby A. Meagle-Dum
Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Cassandra A. Castro, Esq.
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YEN THI HOANG NGUYEN,
on behalf of herself and current and former
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