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

LEAL, JUAN, an individual,

Plaintiff,

v.

TDPV, LP, a California limited partnership;
and DOES 1 through 10, inclusive;

Defendants.

CASE NO.: 23SMCV05488

FIRST AMENDED COMPLAINT FOR:

- (1) DISABILITY DISCRIMINATION;**
- (2) FAILURE TO ACCOMMODATE**
- (3) FAILURE TO ENGAGE IN THE
INTERACTIVE PROCESS**
- (4) RETALIATION UNDER LABOR
CODE SECTION 1102.5;**
- (5) WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY;**
- (6) FAILURE TO PROVIDE MEAL
PERIODS;**
- (7) FAILURE TO PROVIDE REST
PERIODS;**
- (8) WAITING TIME PENALTIES;**
- (9) FAILURE TO PROVIDE ACCURATE
WAGE STATEMENTS;**
- (10) FAILURE TO TIMELY PRODUCE
WAGE STATEMENTS; AND,**
- (11) VIOLATIONS OF THE CALIFORNIA
PRIVATE ATTORNEYS GENERAL
ACT**

JURY TRIAL DEMANDED

1 Plaintiff JUAN LEAL alleges as follow:

2 **INTRODUCTION**

3 1. This action arises from Plaintiff's employment with Defendant TDPV, LP, doing
4 business as ANGELINI RISTORANTE & BAR.

5 2. Plaintiff was employed as a line cook for Defendants from approximately January
6 2022 until September 7, 2023, when he was unlawfully terminated. Specifically, as discussed herein,
7 Plaintiff was terminated in retaliation for requesting time off after he was hospitalized for a severe
8 stomach ailment and was denied his right to use accrued sick pay. Alternatively, Defendants
9 terminated Plaintiff in retaliation for threatening to report his supervisor to the Labor Commissioner
10 and/or repeatedly complaining to his supervisor that his co-worker was intoxicated and drinking at
11 work.

12 3. Plaintiff now seeks to recover economic and punitive damages, statutory penalties,
13 attorney's fees and pre-judgement interest.

14 **JURISDICTION AND VENUE**

15 4. The amount in controversy exceeds the jurisdictional minimum of this Court.
16 Venue as to each Defendant is proper in this County pursuant to Code of Civil Procedure 395(a).
17 At all times relevant herein, Defendants resided in, and conducted business in, this County; and,
18 Defendants employed Plaintiff in, and committed the acts and omissions giving rise to this lawsuit
19 in, this County.

20 **THE PARTIES**

21 5. Plaintiff is, and at all relevant times, was a resident of Los Angeles, California.

22 6. Defendant TDPV, LP, is a California limited partnership, that owns and operates
23 restaurants in California, including ANGELINI RISTORANTE & BAR, 1038 N Swarthmore Ave,
24 Los Angeles, CA 90272.

25 7. The true names and capacities of Defendants sued herein as DOES 1-10, inclusive,
26 are currently unknown to Plaintiff, who therefore sues them by such fictitious names under Code of
27 Civil Procedure section 474. Plaintiff is informed and believes that each of the Defendants

1 designated as a DOE is legally responsible in some manner for the unlawful acts alleged. Plaintiff
2 will seek leave of court to amend this Complaint to reflect the true names and capacities of
3 Defendants designated as DOES when those identities become known.

4 8. At all relevant times, each Defendant acted as an agent, servant, employee, co-
5 conspirator, alter-ego and/or joint venturer of the other Defendants, and in doing the things alleged
6 herein acted within the course and scope of such agency, employment, alter-ego and/or in
7 furtherance of the joint venture. Each of the Defendant's acts alleged herein was done with the
8 permission and consent of each of the other Defendants.

9 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

10 9. On November 20, 2023, Plaintiff exhausted his administrative remedies by filing a
11 complaint with the California Civil Rights Department ("CRD") and receiving a right-to-sue letter.
12 Copies of these documents are attached hereto as Exhibit A.

13 **GENERAL ALLEGATIONS**

14 10. Plaintiff is experienced line cook who has worked in the restaurant industry for
15 many years.

16 11. During his employment, Plaintiff repeatedly complained to his supervisor, Chef
17 Matt Weinberg, that his fellow line cook, Celestino Castillo, was intoxicated and drinking at work.
18 As a result of his drinking, Castillo would repeatedly make mistakes, blame Plaintiff, and would
19 constantly argue with Plaintiff and try to pick fights. Plaintiff repeatedly complained to Chef
20 Weinberg and asked him to intervene and to check Castillo's water bottle that he filled with
21 alcohol.

22 12. In response, Chef Weinberg refused to investigate. Instead, he pointed the finger at
23 Plaintiff and accused him of behaving badly and causing the argument.

24 13. In approximately, March/April 2024, Chef Weinberg got upset with Plaintiff
25 because numerous employees were coming to Plaintiff to resolve issues in the workplace. These
26 issues largely concerned the restaurant's operations, including ordering supplies and concerns
27 about the restaurant's efficiencies. Apparently, Chef Weinberg felt displaced and reprimanded

1 Plaintiff for discussing such matters with his co-workers.

2 14. Chef Weinberg subsequently began nitpicking Plaintiff's work and finding excuses
3 to find fault with his performance. Plaintiff repeatedly asked Chef Weinberg to stop harassing him
4 and sought to find a way to clear the air and continue working together.

5 15. When Chef Weinberg continued to berate him, Plaintiff told him that he would
6 report him to the Labor Commissioner if Chef Weinberg continued to mistreat him. In response,
7 Chef Weinberg reduced Plaintiff's shifts from five days per week to three days per week.

8 16. On August 24, 2023, Plaintiff was hospitalized with severe stomach ailment and
9 placed off work from August 24 – 26, 2023. He texted Chef Weinberg and advised him that he
10 would not be able to work the following day. Chef Weinberg was unsympathetic and upset at
11 receiving this notice.

12 17. On August 25, 2023, Plaintiff texted Chef Weinberg his doctor's note placing him
13 off work through October 26, 2023.

14 18. In response, Chef Weinberg refused to allow Plaintiff to use his accrued paid sick
15 days, and pressured him to work on August 25 and 26, 2023. Defendants further harassed Plaintiff
16 by following him to the restroom, waiting outside the door and otherwise monitoring his restroom
17 breaks during this time when Plaintiff should have been off work.

18 19. A few days later, on approximately September 2, 2023, Chef Weinberg made the
19 decision to terminate Plaintiff.

20 20. When Plaintiff arrived to work on September 4, 2023, Chef Weinberg informed
21 him that he had been terminated. Chef Weinberg told Plaintiff that "his work cycle had ended" or
22 words to that effect.

23 21. At the time of his termination, Plaintiff was otherwise performing his job duties
24 competently.

25 22. In truth, Defendants terminated Plaintiff in retaliation for requesting time off for his
26 illness, attempting to use his sick pay. Alternatively, Defendants terminated Plaintiff in retaliation
27 for complaining that his co-worker was intoxicated at work and threatening to report Chef

1 Weinberg to the Labor Commissioner.

2 23. Defendants' purported reason for terminating Plaintiff was unquestionably a pretext
3 for retaliation and entirely false. Indeed, when Plaintiff applied for unemployment, Defendants
4 misrepresented to the EEOC that Plaintiff has voluntarily quit his position, thereby preventing him
5 from collecting unemployment.

6 24. As consequence of Defendants' conduct, Plaintiff has suffered and will suffer
7 harm, including economic and non-economic damages, including emotional distress, humiliation,
8 and mental and physical injuries to be established at trial.

9 25. Defendants' conduct constitutes oppression, fraud, and/or malice under California
10 Civil Code section 3294, thereby entitling Plaintiff to an award of exemplary/punitive damages.

11 **CAUSES OF ACTION**

12 **FIRST CAUSE OF ACTION**
13 **(Disability Discrimination)**

14 26. Plaintiff incorporates each of the preceding paragraphs of this Complaint.

15 27. California Government Code section 12940(a) prohibits an employer from
16 discriminating against an employee because he has a physical disability.

17 28. Section 12940(m)(2) similarly prohibits an employer from retaliate against an
18 employee for requesting a reasonable accommodation for a physical disability.

19 29. Plaintiff suffered from a disability, namely a severe stomach ailment that prevented
20 him from working and engaging in other major life activities.

21 30. Plaintiff notified Defendants on August 24, 2023, that he had been hospitalized as a
22 result of his disability and provided Defendants with a doctor's note placing him off work through
23 August 26, 2023.

24 31. Defendants refused to grant Plaintiff time off or other reasonable accommodations.

25 32. Instead, Defendants terminated Plaintiff approximately a week later because of his
26 disability and/or for requesting a reasonable accommodation.

27 33. As a proximate result of Defendants' conduct, Plaintiff has suffered and will suffer
28 economic damages, including loss of income and employment benefits, and emotional distress.

SECOND CAUSE OF ACTION
(Failure to Accommodate)

34. Plaintiff incorporates each of the preceding paragraphs of this Complaint.

35. Under California law, an employer must provide a reasonable accommodation for an employee with a known physical disability. (Gov. Code § 12940(m)(1).)

36. Plaintiff suffered from a disability, namely a severe stomach ailment that prevented him from working and engaging in other major life activities.

37. Plaintiff notified Defendants on August 24, 2023, that he had been hospitalized as a result of his disability and provided Defendants with a doctor's note placing him off work through August 26, 2023.

38. Defendants refused to grant Plaintiff time off or other reasonable accommodations.

39. Instead, Defendants terminated Plaintiff a few days later because of his disability and/or for requesting a reasonable accommodation.

40. As a proximate result of Defendants' conduct, Plaintiff has suffered and will suffer economic damages, including loss of income and employment benefits, and emotional distress.

THIRD CAUSE OF ACTION
(Failure to Engage in the Interactive Process)

41. Plaintiff incorporates each of the preceding paragraphs of this Complaint.

42. An employer is required to engage in a timely, good faith interactive process in response to a request for a reasonable accommodation by an employee with a known physical or mental disability. (Gov. Code § 12940(n); 2 CCR §11069(a).)

43. Plaintiff suffered from a disability, namely a severe stomach ailment that prevented him from working and engaging in other major life activities.

44. Plaintiff notified Defendants on August 24, 2023, that he had been hospitalized as a result of his disability and provided Defendants with a doctor's note placing him off work through August 26, 2023.

45. Defendants failed to engaged in the interactive process with Plaintiff, and refused to grant Plaintiff time off or other reasonable accommodations.

46. As a proximate result of Defendants' conduct, Plaintiff has suffered and will suffer

1 economic damages, including loss of income and employment benefits, and emotional distress.

2 **FOURTH CAUSE OF ACTION**
3 **(Retaliation – Labor Code § 1102.5)**

4 47. Plaintiff incorporates each of the preceding paragraphs of this Complaint.

5 48. California Labor Code section 1102.5(a) prohibits an employer from retaliating
6 against an employee, because the employee has disclosed information to the employer if the
7 employee has reasonable cause to believe that the information discloses a violation of law.

8 49. Plaintiff repeatedly complained to Defendants that his co-worker was intoxicated
9 and drinking at work, which Plaintiff reasonably believed was unlawful and could endanger the
10 customers for whom the coworker was cooking.

11 50. Plaintiff also complained to Defendants that Chef Weinberg was harassing him and
12 threatened to report Chef Weinberg to the Labor Commissioner.

13 51. Defendants terminated Plaintiff in retaliation for making these complaints.

14 52. At the time of his termination, Plaintiff was performing his job duties competently.

15 53. As a proximate result of Defendants' conduct, Plaintiff has suffered and will suffer
16 economic damages, including loss of income and employment benefits, and emotional distress.

17 **FIFTH CAUSE OF ACTION**
18 **(Wrongful Termination in Violation of Public Policy)**

19 54. Plaintiff incorporates each of the preceding paragraphs of this Complaint.

20 55. It is violation of California public policy to terminate employment in retaliation for
21 engaging in statutorily protected activity.

22 56. In addition, California law prohibits an employer from terminating an employee
23 because he or she has used, or attempted to use, accrued sick pay. (Labor Code § 246.5(c)(1).

24 57. Defendants terminated Plaintiff's employment in retaliation for engaging in
25 statutorily protected activity as dis used herein or using or attempting to use his accrued sick pay.

26 58. As a proximate result of Defendants' conduct, Plaintiff has suffered and will suffer
27 economic damages, including loss of income and employment benefits, and emotional distress.

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SIXTH CAUSE OF ACTION
(Failure to Provide Meal Periods)

59. Plaintiff incorporates each of the preceding paragraphs of this Complaint.

60. Labor Code section 512(a) provides “[a]n employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

61. The applicable IWC Wage Order, section 11(A) similarly provides that “[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the- job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.”

62. The applicable IWC Wage Order, section 11(B) provides that “[i]f an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.”

63. Labor Code section 226.7(a) provides that “[n]o employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial

1 Welfare Commission.”

2 64. Labor Code section 226.7(b) provides that “[i]f an employer fails to provide an
3 employee a meal period or rest period in accordance with an applicable order of the Industrial
4 Welfare Commission, the employer shall pay the employee one additional hour of pay at the
5 employee s regular rate of compensation for each work day that the meal or rest period is not
6 provided.”

7 65. Defendants failed to provide Plaintiff with an opportunity to take compliant meal
8 periods. Plaintiff frequently received late, interrupted, shortened or no meal periods.

9 66. Defendants did not pay Plaintiff premium pay for all of these non-compliant meal
10 periods.

11 67. As a result, Plaintiff has been injured and did not receive the meal period premium
12 pay to which he is entitled.

13 **SEVENTH CAUSE OF ACTION**
14 **(Failure to Provide Rest Periods)**

15 68. Plaintiff incorporates each of the preceding paragraphs of this Complaint.

16 69. The applicable IWC Wage Order section 12(A) provides that “[e]very employer
17 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be
18 in the middle of each work period. The authorized rest period time shall be based on the total
19 hours worked daily at the rate often (10) minutes net rest time per four (4) hours or major fraction
20 thereof. However, a rest period need not be authorized for employees whose total daily work time
21 is less than three and one-half (3½) hours. Authorized rest period time shall be counted as hours
22 worked for which there shall be no deduction from wages.”

23 70. The applicable IWC Wage Order section 12(B) provides that “[i]f an employer fails
24 to provide an employee a rest period in accordance with the applicable provisions of this order, the
25 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
26 compensation for each workday that the rest period is not provided.”

27 71. Labor Code section 226.7(a) provides that “[n]o employer shall require any
28 employee to work during any meal or rest period mandated by an applicable order of the Industrial

1 Welfare Commission.”

2 72. Labor Code section 226.7(b) provides that “[i]f an employer fails to provide an
3 employee a meal period or rest period in accordance with an applicable order of the Industrial
4 Welfare Commission, the employer shall pay the employee one additional hour of pay at the
5 employee s regular rate of compensation for each work day that the meal or rest period is not
6 provided.”

7 73. Defendants failed to provide Plaintiff with an opportunity to take compliant rest
8 periods. Plaintiff often received shortened, interrupted or no rest periods.

9 74. Defendants did not pay Plaintiff premium pay for all of these non-compliant rest
10 periods.

11 75. As a result, Plaintiff has been injured and did not receive the rest period premium
12 pay to which he is entitled.

13 **EIGHTH CAUSE OF ACTION**
14 **(Waiting Time Penalties)**

15 76. Plaintiff incorporates each of the preceding paragraphs of this Complaint.

16 77. California Labor Code section 201(a) provides in relevant part that “if an employer
17 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable
18 immediately.”

19 78. California Labor Code section 202(a) provides in relevant part that “if an employee
20 not having a written contract for a definite period quits his or her employment, his or her wages
21 shall become due and payable not later than 72 hours thereafter, unless the employee has given 72
22 hours previous notice of his or her intention to quit, in which case the employee is entitled to his
23 or her wages at the time of quitting.”

24 79. California Labor Code section 203(a) provides that where an employer willfully
25 fails to timely pay an employee his or her final wages in compliance with these statutes, the wages
26 of the employee shall continue as a penalty from the due date thereof at the same rate until paid or
27 until an action therefor is commenced; but the wages shall not continue for more than 30 days.”

28 80. Defendants failed to timely pay Plaintiff all wages that he earned upon separation

1 of employment. Among other things, Defendants failed to pay Plaintiff meal and rest period
2 premiums discussed herein.

3 81. Plaintiff is informed and believes that Defendants acted willfully in failing to
4 timely pay Plaintiff and Class members their final wages as Defendants did so intentionally
5 without any good faith dispute regarding the timing or amount of such final wages.

6 82. As a result, Plaintiff is entitled to recover waiting time penalties pursuant to Labor
7 Code section 203.

8 **NINTH CAUSE OF ACTION**
9 **(Failure to Provide Accurate Wage Statements)**

10 83. Plaintiff incorporates each of the preceding paragraphs of this Complaint.

11 84. An employer, semimonthly or at the time of each payment of wages, shall furnish
12 to his or her employee, either as a detachable part of the check, draft, or voucher paying the
13 employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized
14 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
15 except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable
16 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all
17 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
18 net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
19 name of the employee and only the last four digits of his or her social security number or an
20 employee identification number other than a social security number, (8) the name and address of
21 the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in
22 subdivision (b) of Section 1682, the name and address of the legal entity that secured the services
23 of the employer, and (9) all applicable hourly rates in effect during the pay period and the
24 corresponding number of hours worked at each hourly rate by the employee and, beginning July 1,
25 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay
26 and the total hours worked for each temporary services assignment. (Labor Code § 226(a).)

27 85. An employee suffering injury as a result of a knowing and intentional failure by an
28 employer to comply with the foregoing statute is entitled to recover the greater of all actual

1 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one
2 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed
3 an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and
4 reasonable attorney's fees. (Labor Code § 26(e)(1).

5 86. An employee is deemed to suffer injury for purposes of this subdivision if the
6 employer fails to provide accurate and complete information as required by the foregoing statute
7 and the employee cannot promptly and easily determine from the wage statement alone, inter alia,
8 the gross wages earned.

9 87. Defendants failed to provide Plaintiff with accurate wage statements in violation of
10 Labor Code section 226(a). Among other things, Employer failed to correctly list the gross wage
11 earned. Plaintiff was injured in that he could not determine for the wage statement along the gross
12 wages he had earned.

13 88. Plaintiff is therefore entitled to recover penalties pursuant to Labor Code section
14 226(e)(1).

15 **TENTH CAUSE OF ACTION**
16 **(Failure to Timely Produce Wage Statements)**

17 89. Plaintiff incorporates each of the preceding paragraphs of this Complaint.

18 90. California Labor Code section 226(c) provides that an employer, who receives a
19 request by a current or former employee to receive copies of his or her wage statements, shall
20 produce the records as soon as practicable and in no event later than 21 calendar days from the
21 date of the request. Where the employer fails to do, the employee is entitled to recover a penalty
22 of seven hundred and fifty dollars. (Labor Code § 226(f).)

23 91. On September 19, 2023, Plaintiff requested copies of his wage statements from
24 Defendants pursuant to Section 226(c). Defendants failed to timely produce the records until
25 October 24, 2023. Moreover, the records that were produced were incomplete and did not include
26 all time and payroll records for Plaintiff.

27 92. Accordingly, Plaintiff is entitled to recover penalties as set forth in Labor Code
28 section 226(f).

ELEVENTH CAUSE OF ACTION
(Violation of the Private Attorneys General Act)

93. Plaintiff incorporates the preceding paragraphs of the Complaint.

94. During the PAGA period (one year and sixty-five days from the filing of this First Amended Complaint), Defendants subjected Plaintiff and similarly situated non-exempt Aggrieved Employees to the foregoing unlawful Labor Code/Wage Order practices as discussed herein.

95. In addition, Defendants failed to maintain accurate time and payroll records for Plaintiff and Aggrieved Employees during the PAGA period. Under California law, an employer must maintain accurate time and pay records, including (1) time records showing when employees begin and ends each work periods, meal periods, split shift intervals, and total hours worked, and (2) pay records showing its employees' hours worked and applicable rates of pay during each pay period. (Labor Code § 1174 and IWC Wage Orders § 7). Defendants failed to maintain these records, including accurate time records showing when Plaintiff and the Aggrieved Employees began and ended their meal periods and workdays. Defendants are therefore subject to civil penalties.

96. Labor Code section 204 requires an employer to pay all wages that are due and owing to employees twice during each calendar month on days designated in advance by the employer as regular paydays. Defendants violated this statute by failing to pay Plaintiff and Aggrieved Employees all wages that are due and owing during their employment, including wages for "off-the-clock" work, overtime, and meal and rest period premiums. Defendants are therefore subject to civil penalties.

97. Under California law, an employer must provide an employee with written notice at the time of hire that contains the following information. (A) The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable; (B) Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances; (C) The regular payday designated by the employer in accordance with the requirements of this code; (D) The name of the employer,

1 including any “doing business as” names used by the employer; (E) The physical address of the
2 employer’s main office or principal place of business, and a mailing address, if different; (F) The
3 telephone number of the employer; (G) The name, address, and telephone number of the
4 employer’s workers’ compensation insurance carrier; and, (H) That an employee: may accrue and
5 use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or
6 retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file
7 a complaint against an employer who retaliates. (Labor Code § 2810.5). Defendants failed to
8 provide this notice to Plaintiff and the Aggrieved Employees. Accordingly, Defendants are
9 subject to civil penalties.

10 98. California law requires an employer to provide paid sick days to employees at a
11 rate of no less than one hour per every thirty hours worked, beginning on the commencement of
12 employment. (Labor Code § 246(b)(1).) Paid sick leave must be calculated as set forth in Labor
13 Code § 246(l). An employer shall provide an employee with written notice that sets forth the
14 amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick
15 leave, for use on either the employee’s itemized wage statement described in Section 226 or in a
16 separate writing provided on the designated pay date with the employee’s payment of wages.
17 (Labor Code § 246(i).) Defendants violated these statutes as it did not accrue sick days for
18 Plaintiff and the Aggrieved Employees at the required rate of accrual, did not calculate and pay
19 sick pay to them at the required rate of pay, and did not accurately set forth the amount of
20 available paid sick leave on their wage statements or in a separate writing. Accordingly,
21 Defendants are subject to civil penalties.

22 99. In sum, during the PAGA period, Defendants violated the Labor Code and Wage
23 Order sections referenced herein, including Labor Code sections 201-203, 204, 210, 226, 226.3,
24 226.7, 246, 510, 512, 516, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, 2810.5 and the
25 applicable Wage Order, Sections 3, 4, 7, 11, 12, and 20. These violations subject Defendants to
26 civil penalties as set forth in, inter alia, Labor Code section 2699.

27 100. Under Labor Code section 2699.3, the LWDA must give written notice to the
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1 parties it intends to investigate the alleged violations within 60 days of the date of the Plaintiff's
2 written notice.

3 101. Plaintiff complied with the procedures for bringing suit specified in Labor Code
4 sections 2699.3 and 2699.5 by letter dated November 20, 2023. Plaintiff gave written notice to the
5 LWDA via electronic submission, and via certified mail to all Defendants, of the specific
6 provisions of the Labor Code and applicable Wage Order allegedly violated, including the facts
7 and theories to support the alleged violations.

8 102. As of the filing of this complaint, the LWDA has not provided the parties with any
9 notice of its intention to investigate these claims.

10 103. Under Labor Code section 2699.3, Defendants has 33 days after the date of written
11 notice to cure the alleged violations. As of the filing of this complaint, Defendant has not
12 responded to Plaintiff's PAGA notice in an attempt to cure.

13 104. Plaintiff seeks civil penalties in the amounts set forth in the Labor Code for each of
14 the aforesaid violations and/or default penalties as provided by Labor Code section 2699.

15 105. Under Labor Code section 2699(g), Plaintiff is also entitled to an award of
16 reasonable attorney's fees and costs in connection with his claims for civil penalties.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff prays for relief on behalf of herself as follows:

- 19 (1) for compensatory damages according to proof;
20 (2) for statutory and other available penalties according to proof;
21 (3) for punitive and exemplary damages according to proof;
22 (4) for prejudgment interest as permitted by law;
23 (5) for attorney's fees and costs incurred in prosecuting this action; and,

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(6) for such further relief that the Court deems appropriate.

Dated: January 26, 2024

BLAKE JONES LAW, PC.

By: 
Blake R. Jones
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on claims where a jury is allowed.

Dated: January 25, 2024

BLAKE JONES LAW, PC.

By: 
Blake R. Jones
Attorneys for Plaintiff