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COUNTY OF KING'S COUNTY
03/07/2024
NOCONA SOBOLESKI, CLERK OF THE COURT
JEREMY ROCHA, DEPUTY

Jeremy Rocha

Attorneys for Plaintiff MARIA DEL CARMEN VALDOVINOS,
on behalf of herself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KINGS**

MARIA DEL CARMEN VALDOVINOS,
on behalf of herself and current and former
aggrieved employees

Plaintiff,

vs.

NICHOLS PISTACHIO, a California
Corporation; NICHOLS FARMS, a California
Corporation; and DOES 1 to 100, inclusive,
Defendants.

Case No.: 24CU0096

PAGA ACTION

**PLAINTIFF MARIA DEL CARMEN
VALDOVINOS' COMPLAINT FOR:**

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

COMES NOW Plaintiff MARIA DEL CARMEN VALDOVINOS ("Plaintiff"), who
alleges and complains against Defendants NICHOLS PISTACHIO, a California Corporation;
NICHOLS FARMS, a California Corporation; 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-

1 exempt employees in California during the relevant time period seeking civil penalties associated
2 with Defendants' violation of the Labor Code based on Defendants' for failure to pay wages for all
3 overtime hours worked at the overtime rate of pay; failure to authorize or permit all legally
4 required and/or compliant meal periods or pay meal period premium wages; failure to authorize
5 or permit all legally required and/or compliant rest periods or pay rest period premium wages;
6 failure to pay wages for accrued paid sick time at the regular rate of pay; statutory penalties for
7 failure to provide accurate wage statements; statutory waiting time penalties in the form of
8 continuation wages for failure to timely pay employees all wages due upon separation of
9 employment. Plaintiff seeks on a representative basis, following notice to the Labor and
10 Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor
11 Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and
12 others aggrieved.

13 **II. JURISDICTION AND VENUE**

14 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
15 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
16 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
17 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
18 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
19 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
20 aggrieved California-based hourly non-exempt employees occurred in locations throughout
21 California, including but not limited to King County, at 13762 1st Ave., Hanford, CA 93230.

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 King from in or around
7 January 29, 2018 until on or about June 6, 2023.

8 5. Plaintiff is informed and believes and thereon alleges that Defendant NICHOLS
9 PISTACHIO is authorized to do business within the State of California and is doing business in
10 the State of California and/or that Defendants DOES 1-25 are, and at all times relevant hereto
11 were persons acting on behalf of Defendant NICHOLS PISTACHIO in the establishment of, or
12 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
13 NICHOLS PISTACHIO operates in King County and employed Plaintiff and aggrieved
14 employees in King County, including but not limited to, at 13762 1st Ave., Hanford, CA 93230.

15 6. Plaintiff is informed and believes and thereon alleges that Defendant NICHOLS
16 FARMS is authorized to do business within the State of California and is doing business in the
17 State of California and/or that Defendants DOES 26-50 are, and at all times relevant hereto were
18 persons acting on behalf of Defendant NICHOLS FARMS in the establishment of, or ratification
19 of, the aforementioned illegal wage and hour practices or policies. Defendant NICHOLS FARMS
20 operates in King County and employed Plaintiff and aggrieved employees in King County,
21 including but not limited to, at 13762 1st Ave., Hanford, CA 93230.

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

27 8. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
28 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued

1 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
2 supervisor, independent contractor and/or employee of each defendant who violated or caused to
3 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of
4 the Industrial Welfare Commission's wage orders regulating hours and days of work.

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

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

14 **FIRST CAUSE OF ACTION**

15 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
16 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

19 12. During Plaintiff's employment and continuing through the present, Plaintiff alleges
20 Defendants violated Labor Code sections 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 1194, and
21 the applicable Wage Orders.

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

24 14. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
25 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
26 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
27 which includes all time that an employee is under control of the employer and all time the
28 employee is suffered and permitted to work. This includes the time an employee spends, either

1 directly or indirectly, performing services that inure to the benefit of the employer.’

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

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

10 Labor Code section 510.

11 16. Overtime is based upon an employee’s regular rate of pay. “The regular rate at
12 which an employee is employed shall be deemed to include all remuneration for employment paid
13 to, or on behalf, of the employee.” See Division of Labor Standards Enforcement – Enforcement
14 Policies and Interpretations Manual, Section 49.1.2.

15 17. In this case, Plaintiff alleges that when she and other current and former aggrieved
16 California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay
17 them overtime wages at the proper overtime rate of pay due to Defendants’ failure to include all
18 remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a
19 policy, practice, and/or procedure of failing to include all remuneration such as bonus pay, for
20 example, when calculating Plaintiff and all other current and former aggrieved California-based
21 hourly non-exempt employees regular rate of pay for the purpose of paying overtime.

22 18. The foregoing policies, practices, and/or procedures resulted in time during each
23 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
24 employees were under the control of Defendants but were not compensated. To the extent that the
25 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
26 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
27 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
28 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code

1 sections 510 and 1194 and the applicable Wage Order.

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

7 20. California law requires an employer to authorize or permit an employee an
8 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
9 all duties and the employer relinquishes control over the employee's activities prior to the
10 employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 8 at §11; *Brinker*
11 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
12 employee for a work period of more than ten (10) hours per day without providing the employee
13 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
14 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
15 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
16 period is only permitted when: (1) the nature of the work prevents an employee from being
17 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

18 21. If an employer fails to provide an employee a meal period in accordance with the
19 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
20 for each workday that a legally required and compliant meal period was not provided. Labor Code
21 section 226.7; Wage Order 8 at §11.

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

26 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
27 non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes for
28 every five hours worked.

1 (b) Failing to provide Plaintiff and other current and former aggrieved California-based
2 hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes
3 for every five hours worked.

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

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

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

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

27 27. California law requires every employer to authorize and permit an employee a rest
28 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor

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

10 28. If the employer fails to authorize or permit a required rest period, the employer
11 must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday
12 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;
13 Wage Order 8 at § 12.

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

18 (a) Failing to authorize or permit Plaintiff and other current and former aggrieved
19 California-based hourly non-exempt employees with net ten (10) minute rest breaks for every four
20 (4) hours worked or major fraction thereof.

21 (b) Failing to authorize or permit Plaintiff and other current and former aggrieved
22 California-based hourly non-exempt employees a third uninterrupted duty-free rest period of no
23 less than ten (10) net minutes on each workday that Plaintiff and other current and former
24 aggrieved California-based hourly non-exempt employees work shifts over ten (10) hours.

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

1 Code section 226.7.

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

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

14 1. **Failure to pay wages for accrued paid sick days at the regular rate of pay:**
15 Defendants had a policy and/or procedure where Plaintiff and other current and former aggrieved
16 California-based hourly non-exempt employees accrued paid sick time.

17 2. Labor Code section 246, subdivision (a), states in relevant part “[a]n employee
18 who...works in California for the same employer for 30 or more days within a year from the
19 commencement of employment is entitled to paid sick days.” Additionally, an employee accrues
20 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked,
21 beginning at the commencement of employment. Labor Code section 246(b).

22 3. Here, Plaintiff and other current and former aggrieved California-based hourly non-
23 exempt employees were employed by Defendants for 30 or more days and were entitled to paid
24 sick days. Also, Plaintiff and other current and former aggrieved California-based hourly non-
25 exempt employees began accruing paid sick days since the beginning of each of their respective
26 employment with Defendants.

27 4. Labor Code section 246, subdivision (l), provides that an employer shall calculate
28 the paid sick time for non-exempt employees in the same manner as the regular rate of pay for the

workweek in which the employee elected to use paid sick time. “The regular rate at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf, of the employee.” See Division of Labor Standards Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

5. In this case, Plaintiff alleges that when she and other current and former aggrieved California-based hourly non-exempt employees elected to use paid sick time, Defendants failed to pay them sick time wages at the proper sick time rate of pay due to Defendants failure to include all remuneration when calculating the sick time rate of pay. Specifically, Employers maintained a policy, practice, and/or procedure of failing to include all remuneration including but not limited to “bonus pay”, for example, when calculating Plaintiff’s other current and former aggrieved California-based hourly non-exempt employees’ regular rate of pay for the purpose of paying sick time.

6. Defendants’ foregoing policy, practice, and/or procedure resulted in Defendants failing to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees at their sick time regular rate of pay for all sick time accrued, in violation of Labor Code section 246.

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

8. As a derivative of Plaintiff’s claims above, Plaintiff alleges that Defendants failed to timely pay Plaintiff’s and other current and former aggrieved California-based hourly non-exempt employees’ earned wages (including overtime wages, reporting time pay, meal period

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

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

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

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

12. As a derivative of Plaintiff's allegations above, because Defendants failed to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees

1 all their earned wages (including overtime wages, meal period premium wages, and/or rest period
2 premium wages), Defendants failed to pay those employees timely after each employee's
3 termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

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

8 14. Plaintiff has complied with the procedures for bringing suit specified in Labor
9 Code section 2699.3. On November 7, 2023, Plaintiff filed a PAGA Claim Notice with the LWDA
10 and provided notice to Defendants by certified mail which provided notice of the specific
11 provisions of the Labor Code alleged to have been violated, including the facts and theories to
12 support the violations alleged.

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

18 16. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
19 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 246,
20 510, 512, 1194, During Plaintiff's employment and continuing through the present, preceding
21 Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following
22 amounts:

23 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, 512, and
24 1198, one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
25 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
26 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

27 b. For violations of Labor Code section 226, two hundred fifty dollars (\$250)
28 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].

17. 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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1 Dated: March 7, 2024

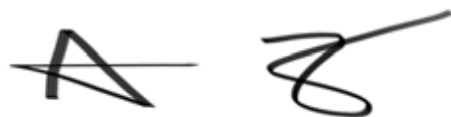
Respectfully submitted,
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By:



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MARIA DEL CARMEN VALDOVINOS,
on behalf of herself and current and former
aggrieved employees

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