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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO CIVIL DIVISION

APR 02 2024

BY *[Signature]*  
SYLVIA GUADALUPE, DEPUTY

12 Attorneys for Plaintiff AXEL JHOAN AGUILERA MARTINEZ,  
13 on behalf of himself and current and former aggrieved employees

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF SAN BERNARDINO**

11 AXEL JHOAN AGUILERA MARTINEZ, on  
12 behalf of himself and current and former  
13 aggrieved employees

14 Plaintiff,

15 vs.

16 NRI USA, LLC; and DOES 1 to 100, inclusive,  
17 Defendants.

Case No.: **CIV SB 2406765**

**PAGA ACTION**

**PLAINTIFF AXEL JHOAN  
AGUILERA MARTINEZ'S  
COMPLAINT FOR:**

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

18 **COMES NOW** Plaintiff AXEL JHOAN AGUILERA MARTINEZ ("Plaintiff"), who  
19 alleges and complains against Defendants NRI USA, LLC; and DOES 1 to 100, inclusive  
20 (collectively "Defendants") as follows:

21 **I. INTRODUCTION**

22 1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*  
23 ("PAGA") representative action brought by Plaintiff on behalf of the State of California, himself  
24 and other current and former aggrieved employees of Defendants who worked as hourly non-  
25 exempt employees in California during the relevant time period seeking civil penalties associated  
26 with Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all  
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1 hours worked at the employees' minimum wage rate or overtime rate, failure to provide all legally  
2 required and legally compliant meal and rest periods, failure to pay wages for accrued paid sick  
3 time at the regular rate of pay, failure to timely pay earned wages during employment, failure to  
4 provide complete and accurate wage statements, failure to timely pay all unpaid wages following  
5 separation of employment. Plaintiff seeks on a representative basis, following notice to the Labor  
6 and Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor  
7 Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and  
8 others aggrieved.

## 9 **II. JURISDICTION AND VENUE**

10 2. This Court has jurisdiction over the claims of Plaintiff and all other current and  
11 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks  
12 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly  
13 non-exempt employees, and the State of California in excess of twenty-five thousand dollars  
14 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-  
15 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former  
16 aggrieved California-based hourly non-exempt employees occurred in locations throughout  
17 California, including but not limited to San Bernardino County at 13169 Slover Ave, Fontana, CA  
18 92337.

## 19 **III. PARTIES**

20 3. Plaintiff brings this action as a representative of the Labor and Workforce  
21 Development Agency on behalf of himself and other current and former employees subject to  
22 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is  
23 filed include current, former and/or future employees of Defendants who work, worked, or will  
24 work for Defendants as direct employees as well as temporary employees employed through temp  
25 agencies as hourly non-exempt employees in California. At all times mentioned herein, the  
26 currently named Plaintiff is and was domiciled and a resident and citizen of California and was  
27 employed by Defendants in an hourly position at Defendants' location in Fontana from  
28 approximately October 5, 2021 until on or about August 4, 2023.

1           4.       Plaintiff is informed and believes and thereon alleges that Defendant NRI USA,  
2 LLC is authorized to do business within the State of California and is doing business in the State  
3 of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto were persons  
4 acting on behalf of Defendant NRI USA, LLC in the establishment of, or ratification of, the  
5 aforementioned illegal wage and hour practices or policies. Defendant NRI USA, LLC operates in  
6 San Bernardino County and employed Plaintiff and aggrieved employees in San Bernardino  
7 County, including but not limited to, at 13169 Slover Ave, Fontana, CA 92337.

8           5.       Plaintiff is informed and believes and thereon alleges that Defendants DOES 1  
9 through 50 are corporations, or are other business entities or organizations of a nature unknown to  
10 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted  
11 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and  
12 working conditions of employment of Plaintiff and aggrieved employees.

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

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

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

28       ///

1 **FIRST CAUSE OF ACTION**

2 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**  
3 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

6 10. During Plaintiff's employment and continuing through the present, Plaintiff alleges  
7 Defendants violated Labor Code sections 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 1194,  
8 1197, and the applicable Wage Orders.

9 11. Specifically, Defendants have committed the following violations of California  
10 Labor Code:

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

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

20 14. In this case, Plaintiff and other current and former aggrieved California-based  
21 hourly non-exempt employees worked more minutes per shift than Defendants credited them with  
22 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former  
23 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum  
24 wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but  
25 not limited to,

26 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly  
27 non-exempt employees to routinely work off the clock without being paid for that time.

28 ///

1           15.     Therefore, Defendants suffered, permitted, and required Plaintiff and other current  
2 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants'  
3 control without paying wages for that time. This resulted in Plaintiff and other current and former  
4 aggrieved California-based hourly non-exempt employees working time for which they were not  
5 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable  
6 Wage Order.

7           16.     **Failure to pay wages for overtime hours worked at the overtime rate of pay:**  
8 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt  
9 employees. In California, an employer is required to pay hourly employees for all "hours worked,"  
10 which includes all time that an employee is under control of the employer and all time the  
11 employee is suffered and permitted to work. This includes the time an employee spends, either  
12 directly or indirectly, performing services that inure to the benefit of the employer.'

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

16           Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)  
17 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of  
18 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-  
19 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve  
20 (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.

21 Labor Code section 510.

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

25           (a) Requiring Plaintiff and other current and former aggrieved California-based hourly  
26 non-exempt employees to routinely work off the clock without being paid for that time.

27           19.     Overtime is based upon an employee's regular rate of pay. "The regular rate at  
28 which an employee is employed shall be deemed to include all remuneration for employment paid

1 to, or on behalf, of the employee.” See Division of Labor Standards Enforcement – Enforcement  
2 Policies and Interpretations Manual, Section 49.1.2.

3 20. In this case, Plaintiff alleges that when he and other current and former aggrieved  
4 California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay  
5 them overtime wages at the proper overtime rate of pay due to Defendants’ failure to include all  
6 remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a  
7 policy, practice, and/or procedure of failing to include all remuneration such as “EE REFERRAL”,  
8 for 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 overtime.

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

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

22 23. California law requires an employer to authorize or permit an employee an  
23 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of  
24 all duties and the employer relinquishes control over the employee’s activities prior to the  
25 employee’s sixth hour of work. Labor Code sections 226.7, 512; Wage Order 4 at §11; *Brinker*  
26 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an  
27 employee for a work period of more than ten (10) hours per day without providing the employee  
28 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh

1 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period  
2 shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal  
3 period is only permitted when: (1) the nature of the work prevents an employee from being  
4 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

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

9         25. In this case, Defendants failed to authorize or permit legally required and compliant  
10 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-  
11 exempt employees due to Defendants’ policies, practices, and/or procedures, including but not  
12 limited to,

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

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

22         27. Finally, on occasions when Defendants paid Plaintiff and other current and former  
23 aggrieved California-based hourly non-exempt employees a “premium” wage for late, missed,  
24 short, on-premise, on-duty, and/or interrupted meal periods, Defendants failed to pay the one (1)  
25 additional hour of pay at Plaintiff’s and other current and former aggrieved California-based  
26 hourly non-exempt employees’ regular rate of compensation. Specifically, Defendants maintained  
27 a policy, practice, and/or procedure of failing to include all remuneration such as, “EE  
28 REFERRAL”, for example, when calculating Plaintiff’s and other current and former aggrieved

1 California-based hourly non-exempt employees' regular rate of pay for the purpose of paying meal  
2 period premium wages.

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

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

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

22 31. If the employer fails to authorize or permit a required rest period, the employer  
23 must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday  
24 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;  
25 Wage Order 4 at § 12.

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

1 limited to,

2 (a) Failing to provide Plaintiffs and other current and former aggrieved California-  
3 based hourly non-exempt employees with net ten (10) minute rest breaks for every four (4) hours  
4 worked or major fraction thereof.

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

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

19 35. 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 in which Defendants did not provide them with  
22 rest periods in compliance with California law.

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

26 37. Labor Code section 246, subdivision (a), states in relevant part “[a]n employee  
27 who...works in California for the same employer for 30 or more days within a year from the  
28 commencement of employment is entitled to paid sick days.” Additionally, an employee accrues

1 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked,  
2 beginning at the commencement of employment. Labor Code section 246(b).

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

8 39. Labor Code section 246, subdivision (l), provides that an employer shall calculate  
9 the paid sick time for non-exempt employees in the same manner as the regular rate of pay for the  
10 workweek in which the employee elected to use paid sick time. “The regular rate at which an  
11 employee is employed shall be deemed to include all remuneration for employment paid to, or on  
12 behalf, of the employee.” See Division of Labor Standards Enforcement – Enforcement Policies  
13 and Interpretations Manual, Section 49.1.2.

14 40. In this case, Plaintiff alleges that when he and other current and former aggrieved  
15 California-based hourly non-exempt employees elected to use paid sick time, Defendants failed to  
16 pay them sick time wages at the proper sick time rate of pay due to Defendants’ failure to include  
17 all remuneration when calculating the sick time rate of pay. Specifically, Defendants maintained a  
18 policy, practice, and/or procedure of failing to include all remuneration such as “EE REFERRAL”,  
19 for example, when calculating Plaintiff’s and other current and former aggrieved California-based  
20 hourly non-exempt employees’ regular rate of pay for the purpose of paying sick time.

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

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

1 16th and the 26th day of that month and wages earned between the 16th and the last day,  
2 inclusive, of any calendar month must be paid between the 1st and 10th day of the following  
3 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be  
4 paid within seven (7) calendar days following the close of the payroll period in which wages were  
5 earned. Labor Code section 204(d).

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

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

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

1 period premium wages) rendered Plaintiff's and other current and former aggrieved California-  
2 based hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code  
3 section 226.

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

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

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

17       49. Plaintiff has complied with the procedures for bringing suit specified in Labor  
18 Code section 2699.3. On January 22, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA  
19 and provided notice to Defendants by certified mail which provided notice of the specific  
20 provisions of the Labor Code alleged to have been violated, including the facts and theories to  
21 support the violations alleged.

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

27       51. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil  
28 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 246,

1 510, 512, 1194, and 1197, During Plaintiff's employment and continuing through the present,  
2 preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the  
3 following amounts:

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

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

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

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

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

22 **PRAYER FOR RELIEF**

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

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

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

28 2. For any and all legally applicable penalties during the relevant statute of limitations

1 subject to any permissible tolling, including but not limited to those recoverable under the  
2 California Labor Code, including but not limited to section 2699(f);

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

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

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8 Dated: April 2, 2024

Respectfully submitted,  
**LAVI & EBRAHIMIAN, LLP**

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By:



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Joseph Lavi, Esq.  
Vincent C. Granberry, Esq.  
William Tran, Esq.  
Attorneys for Plaintiff  
AXEL JHOAN AGUILERA MARTINEZ,  
on behalf of himself and current and former  
aggrieved employees

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