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Attorneys for Plaintiff ERMALINDA THOMAS,
on behalf of herself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES- CENTRAL DISTRICT**

ERMALINDA THOMAS, on behalf of herself
and current and former aggrieved employees

Plaintiff,

vs.

THE R.O.A.D.S. FOUNDATION, INC.; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: **24STCV06490**

PAGA ACTION

**PLAINTIFF ERMALINDA
THOMAS'S COMPLAINT FOR:**

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

COMES NOW Plaintiff ERMALINDA THOMAS ("Plaintiff"), who alleges and
complains against Defendants THE R.O.A.D.S. FOUNDATION, INC.; and DOES 1 to 100,
inclusive (collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, herself
and other current and former aggrieved employees of Defendants who worked as hourly non-
exempt employees in California during the relevant time period seeking civil penalties associated
with Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all

1 hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure
2 to authorize or permit all legally required and/or compliant meal periods or pay meal period
3 premium wages; failure to authorize or permit all legally required and/or compliant rest periods or
4 pay rest period premium wages; failure to timely pay earned wages during employment; secretly
5 paying a lower wage than designated by statute or contract; failure to provide accurate wage
6 statements; and failure to timely pay employees all wages due upon separation of employment.
7 Plaintiff seeks on a representative basis, following notice to the Labor and Workforce
8 Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor Code section
9 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

10 **II. JURISDICTION AND VENUE**

11 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
12 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
13 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
14 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
15 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
16 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
17 aggrieved California-based hourly non-exempt employees occurred in locations throughout
18 California, including but not limited to Los Angeles County, at 212 South Long Beach Blvd,
19 Compton, CA 90221.

20 **III. PARTIES**

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

approximately July 6, 2020, until on or about November 2023.

4. Plaintiff is informed and believes and thereon alleges that Defendant THE R.O.A.D.S. FOUNDATION, INC. is authorized to do business within the State of California and is doing business in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto were persons acting on behalf of Defendant THE R.O.A.D.S. FOUNDATION, INC. in the establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant THE R.O.A.D.S. FOUNDATION, INC. operates in Los Angeles County and employed Plaintiff and aggrieved employees in Los Angeles County, including but not limited to, at 212 South Long Beach Blvd, Compton, CA 90221.

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

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

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

8. Plaintiff makes the allegations in this complaint without any admission that, as to any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and

1 Plaintiff reserves all of Plaintiff's right to plead in the alternative.

2 **FIRST CAUSE OF ACTION**

3 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
4 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

7 10. During Plaintiff's employment and continuing through the present, Plaintiff alleges
8 Defendants violated Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197,
9 1198 and the applicable Wage Orders.

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

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

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

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

27 (a) During the COVID-19 Pandemic, Plaintiff and other current and former aggrieved
28 California-based hourly non-exempt employees required to line up to wait to undergo and undergo

1 off-the-clock COVID-19 temperature checks and complete medical screenings questionnaires
2 without being paid for that time.

3 15. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
4 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants'
5 control without paying wages for that time. This resulted in Plaintiff and other current and former
6 aggrieved California-based hourly non-exempt employees working time for which they were not
7 compensated any wages, in violation of Labor Code sections 1194, 1197 and 1198 and the
8 applicable Wage Order.

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

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

18 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
19 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
20 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
21 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve
22 (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.

23 Labor Code section 510.

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

27 (a) During the COVID-19 Pandemic, Plaintiff and other current and former aggrieved
28 California-based hourly non-exempt employees were required to line up to wait to undergo and

1 undergo off-the-clock COVID-19 temperature checks and complete medical screenings
2 questionnaires without being paid for that time.

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

7 20. In this case, Plaintiff alleges that when she and other current and former aggrieved
8 California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay
9 them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all
10 remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a
11 policy, practice, and/or procedure of failing to include all remuneration such as "incentive pay",
12 for example, when calculating Plaintiff's and other current and former aggrieved California-based
13 hourly non-exempt employees' regular rate of pay for the purpose of paying overtime.

14 21. The foregoing policies, practices, and/or procedures resulted in time during each
15 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
16 employees were under the control of Defendants but were not compensated. To the extent that the
17 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
18 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
19 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
20 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
21 sections 510, 1194 and 1198, and the applicable Wage Order.

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

26 23. California law requires an employer to authorize or permit an employee an
27 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
28 all duties and the employer relinquishes control over the employee's activities prior to the

1 employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 4 at §11; *Brinker*
2 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
3 employee for a work period of more than ten (10) hours per day without providing the employee
4 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
5 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
6 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
7 period is only permitted when: (1) the nature of the work prevents an employee from being
8 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

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

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

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

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

24 (c) Failing to provide Plaintiff and other current and former aggrieved California-based
25 hourly non-exempt employees with uninterrupted, duty-free meal breaks of at least 30 minutes
26 during weekend shifts.

27 26. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
28 procedure of failing to compensate Plaintiff and other current and former aggrieved California-

1 based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each
2 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
3 employees did not receive legally required and compliant meal periods, in violation of Labor Code
4 section 226.7.

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

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

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

22 30. California law requires every employer to authorize and permit an employee a rest
23 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
24 Code section 226.7; Wage Order 4 at §12. Under California law, “[e]mployees are entitled to 10
25 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more
26 than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so
27 on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code
28 section 226.7; Wage Order 4 at §12. Rest periods, insofar as practicable, shall be in the middle of

1 each work period. Wage Order 4 at §12. Additionally, the rest period requirement “obligates
2 employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM*
3 *Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must
4 relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

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

9 32. In this case, Defendants failed to authorize or permit all legally required and
10 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
11 non-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 with net ten (10) minute rest breaks for every four (4) hours worked
15 or major fraction thereof;

16 (b) Failing to provide Plaintiff and other current and former aggrieved California-based
17 hourly non-exempt employees a third uninterrupted duty-free rest period of no less than ten (10)
18 net minutes on each workday that Plaintiff and similarly situated employees work shifts over ten
19 (10) hours; and

20 (c) Failing to provide Plaintiff and other current and former aggrieved California-based
21 hourly non-exempt employees with rest breaks during weekend shifts.

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

27 34. Finally, on occasions when Defendants did pay Plaintiff and other current and
28 former aggrieved California-based hourly non-exempt employees a “premium” wage for late,

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

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

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

21 37. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
22 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
23 exempt employees' earned wages (including minimum wages, overtime wages, meal period
24 premium wages and/or rest period premium wages), in violation of Labor Code section 204.
25 Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay
26 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
27 their earned wages within the applicable time frames outlined in Labor Code section 204.

28 38. **Secret payment of lower wages than designated by statute or contract:** Labor

Code section provides that, where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by failing to pay wages no less than the applicable legal minimum and overtime wages, and also meal and rest break premiums, as established by Labor Code sections 226.7, 510, 1194, 1197 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor Code section 1198, the Defendants secretly paid a lower wage than designated by statute while purporting to pay the wages designated by statute, in violation of Labor Code section 223. The Employee with therefore pursue the civil penalties established by Labor Code section 225.5 for all such violations of Labor Code section 223.

39. **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.”

40. 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 minimum wages, 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

1 section 226(a)(1, 2, 5 & 9). Additionally, Plaintiff alleges that Defendants also failed to provide
2 accurate wage and hour statements to Plaintiff and other current and former aggrieved California-
3 based employees that included the last four digits of the employees' social security numbers or
4 some other employee identification number other than a social security number, in violation of
5 Labor Code § 226(a)(7).

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

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

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

19 44. Plaintiff has complied with the procedures for bringing suit specified in Labor
20 Code section 2699.3. On January 9, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA
21 and provided notice to Defendants by certified mail which provided notice of the specific
22 provisions of the Labor Code alleged to have been violated, including the facts and theories to
23 support the violations alleged.

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

1 46. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
2 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226, 226.7,
3 510, 512, 1194, 1197 and 1198, During Plaintiff's employment and continuing through the
4 present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in
5 the following amounts:

6 a. For violations of Labor Code sections 201, 202, 203, 226(a), 226.7 and
7 1198; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
8 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
9 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

10 b. For violations of Labor Code section 204, one hundred dollars (\$100) for
11 each failure to pay each employee in any initial violation, and two hundred dollars (\$200) for each
12 failure to pay each employee, plus 25 percent of the amount unlawfully withheld for each
13 subsequent violation, or any willful or intentional violation. [penalty amounts established by
14 Labor Code section 210].

15 c. For violations of Labor Code section 223, one hundred dollars (\$100) for
16 each failure to pay each employee in any initial violation, and two hundred dollars (\$200) for each
17 failure to pay each employee, plus 25 percent of the amount unlawfully withheld, for each
18 subsequent violation, or any willful or intentional violation. [penalty amounts established by
19 Labor Code section 225.5].

20 d. For violations of Labor Code section 226(a), two hundred fifty dollars
21 (\$250) for each employee for each pay period for the initial violation, and for each subsequent
22 violation, one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty
23 amounts established by Labor Code section 226.3 in the alternative to section 2699(f)(2)].

24 e. For violations of Labor Code section 510 and 512, fifty dollars (\$50) for
25 each employee for each pay period for the initial violation, and for each subsequent violation, one
26 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
27 established by Labor Code section 558].

28 f. For violations of Labor Code section 1194 and 1197, one hundred dollars

1 (\$100) for each underpaid employee for each pay period for the initial violation, and for each
2 subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay
3 period [penalty amounts established by Labor Code section 1197.1].

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

6 **PRAYER FOR RELIEF**

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

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

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

12 2. For any and all legally applicable penalties during the relevant statute of limitations
13 subject to any permissible tolling, including but not limited to those recoverable under the
14 California Labor Code, including but not limited to sections 210, 225.5, 226.3, 558, 1197.1 and
15 2699(f)(2);

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

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

20
21 Dated: March 15, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

22
23 By: /s/ Brett Szmanda
24 Joseph Lavi, Esq.
25 Vincent C. Granberry, Esq.
26 Jordan Bello, Esq.
27 Brett Szmanda, Esq.
28 Attorneys for Plaintiff
ERMALINDA THOMAS,
on behalf of herself and current and former
aggrieved employees