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Attorneys for Plaintiff STARR WHITE,
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**

STARR WHITE, on behalf of herself and current
and former aggrieved employees

Plaintiff,

vs.

OVERLAND TERRACE HEALTHCARE &
WELLNESS CENTRE, LP; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: **24STCV06002**

PAGA ACTION

**PLAINTIFF STARR WHITE'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff STARR WHITE ("Plaintiff"), who alleges and complains against
Defendants OVERLAND TERRACE HEALTHCARE & WELLNESS CENTRE, LP; and DOES
1 to 100, inclusive (collectively "Defendants") as follows:

I. INTRODUCTION

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

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

12 **II. JURISDICTION AND VENUE**

13 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
14 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
15 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
16 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
17 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
18 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
19 aggrieved California-based hourly non-exempt employees occurred in locations throughout
20 California, including but not limited to Los Angeles County, including but not limited to, at 3515
21 Overland Ave., Los Angeles, CA 90034.

22 **III. PARTIES**

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

1 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
2 employed by Defendants in an hourly position at Defendants' location in Los Angeles beginning
3 on or around November 14, 2023, and until on or around August 3, 2023, Defendants employed
4 Plaintiff as an hourly non-exempt employee.

5 4. Plaintiff is informed and believes and thereon alleges that Defendant OVERLAND
6 TERRACE HEALTHCARE & WELLNESS CENTRE, LP is authorized to do business within the
7 State of California and is doing business in the State of California and/or that Defendants DOES
8 1-50 are, and at all times relevant hereto were persons acting on behalf of Defendant OVERLAND
9 TERRACE HEALTHCARE & WELLNESS CENTRE, LP in the establishment of, or ratification
10 of, the aforementioned illegal wage and hour practices or policies. Defendant OVERLAND
11 TERRACE HEALTHCARE & WELLNESS CENTRE, LP in Los Angeles County and employed
12 Plaintiff and aggrieved employees in Los Angeles County, including but not limited to, at 3515
13 Overland Ave., Los Angeles, CA 90034.

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

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

25 7. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
26 sues said defendants by said fictitious names, and will amend this complaint when the true names
27 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
28 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously

1 named defendants is in some manner responsible for the events and allegations set forth in this
2 complaint.

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

6 **FIRST CAUSE OF ACTION**

7 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
8 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

11 10. During Plaintiff's employment and continuing through the present, Plaintiff alleges
12 Defendants violated Labor Code sections 201, 202, 203, 204, 246, 226, 226.7, 510, 512, 1194,
13 1197, and the applicable Wage Orders.

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

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

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

25 14. In this case, Plaintiff and other current and former aggrieved California-based
26 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
27 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
28 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum

1 wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but
2 not limited to:

3 (a) "Rounding" down or "shaving" Plaintiff and similarly situated employees' total
4 daily hours at the time of their clock-in and clock-out to the nearest quarter of an hour, to the
5 benefit of Employers.

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

12 16. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
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 that inure to the benefit of the employer.'

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

21 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
22 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
23 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
24 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve
25 (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.

26 Labor Code section 510.

27 18. In this case, Defendants failed to pay Plaintiff and other current and former
28 aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours

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

2 (a) "Rounding" down or "shaving" Plaintiff and other current and former aggrieved
3 California-based hourly non-exempt employees' total daily hours at the time of their clock-in and
4 clock-out to the nearest quarter of an hour, to the benefit of Defendant; and

5 (b) Failing to include all remuneration such as, Bonus Pay, and Shift Differential Pay
6 for example, when calculating Plaintiff and other current and former aggrieved California-based
7 hourly non-exempt employees' regular rate of pay for the purpose of paying overtime.

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

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

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

period is only permitted when: (1) the nature of the work prevents an employee from being relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

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

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

(a) "Rounding" down or "shaving" Plaintiff and other current and former aggrieved California-based hourly non-exempt employees clock-in and clock-out for their meal periods to the nearest quarter of an hour, to the benefit of Employer; and

(b) Failing to include all remuneration such as Bonus Pay, and Shift Differential Pay for example, when calculating Plaintiff and other current and former aggrieved California-based hourly non-exempt employees' regular rate of pay for the purpose of paying meal period premiums.

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

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

26. **Failure to pay wages to hourly non-exempt employees for workdays that**

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

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

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

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

23 (a) Failing to authorize or permit Plaintiff and other current and former aggrieved
24 California-based hourly non-exempt employees a third uninterrupted duty-free rest period of a net
25 ten (10) minutes for shifts exceeding four (4) hours; and

26 (b) Failing to include all remuneration such as, Bonus Pay, and Shift Differential Pay
27 for example, when calculating Plaintiff and other current and former aggrieved California-based
28 hourly non-exempt employees’ regular rate of pay for the purpose of paying rest period premiums.

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

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

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

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

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

23 35. Labor Code section 246, subdivision (l), provides that an employer shall calculate
24 the paid sick time for non-exempt employees in the same manner as the regular rate of pay for the
25 workweek in which the employee elected to use paid sick time. "The regular rate at which an
26 employee is employed shall be deemed to include all remuneration for employment paid to, or on
27 behalf, of the employee." See Division of Labor Standards Enforcement – Enforcement Policies
28 and Interpretations Manual, Section 49.1.2.

1 36. In this case, Plaintiff alleges that when he and other current and former aggrieved
2 California-based hourly non-exempt employees elected to use paid sick time, Defendants failed to
3 pay them sick time wages at the proper sick time rate of pay due to Defendants' failure to include
4 all remuneration when calculating the sick time rate of pay. Specifically, Defendants maintained a
5 policy, practice, and/or procedure of failing to include all remuneration including but not limited
6 to Bonus Pay, and Shift Differential Pay, for example, when calculating Employee's and other
7 current and former aggrieved California-based hourly non-exempt employees' regular rate of pay
8 for the purpose of paying sick time.

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

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

25 39. **Failure to provide complete and accurate wage statements:** Labor Code section
26 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
27 employee his or her wages, the employer must "furnish each of his or her employees ... an
28 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the

1 employee, except for any employee whose compensation is solely based on a salary and who is
2 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
3 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
4 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
5 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
6 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
7 name of the employee and his or her social security number, (8) the name and address of the legal
8 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
9 the corresponding number of hours worked at each hourly rate by the employee.”

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

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

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

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

1 44. Plaintiff has complied with the procedures for bringing suit specified in Labor
2 Code section 2699.3. On January 5, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA
3 and provided notice to Defendants by certified mail which provided notice of the specific
4 provisions of the Labor Code alleged to have been violated, including the facts and theories to
5 support the violations alleged.

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

11 46. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
12 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 246, 226, 226.7,
13 510, 512, 1194, 1197. During Plaintiff's employment and continuing through the present,
14 preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the
15 following amounts:

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

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

24 c. For violations of Labor Code section 510, fifty dollars (\$50) for each
25 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 d. 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 section 2699(f);

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

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

19
20 Dated: March 11, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

21
22 By: Colby A. Meagle-Dunn

23 Joseph Lavi, Esq.
24 Vincent C. Granberry, Esq.
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