

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Colby A. Meagle-Dunn, Esq. (SBN 328594)
Cassandra A. Castro, Esq. (SBN 334238)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
cmeagle@lelawfirm.com
ccastro@lelawfirm.com

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

3/11/2024 2:51 PM

By: Jack Junker, DEPUTY

JOANNE WINGFIELD-GREEN
on behalf of herself and current and former aggrieved employees

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

JOANNE WINGFIELD-GREEN, on behalf of
herself and current and former aggrieved
employees

Plaintiff,

vs.

PROSEGUR SERVICES GROUP, INC.; and
DOES 1 to 100, inclusive,

Defendants.

Case No. CIVSB2408149

PAGA ACTION

**PLAINTIFF JOANNE WINGFIELD-
GREEN'S COMPLAINT FOR:**

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

COMES NOW Plaintiff JOANNE WINGFIELD-GREEN ("Plaintiff"), who alleges and
complains against Defendants PROSEGUR SERVICES GROUP, 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; indemnification for all necessary expenditures or losses incurred
5 by employees in direct consequence of discharging their duties statutory penalties for failure to
6 provide accurate wage statements; statutory waiting time penalties in the form of continuation
7 wages for failure to timely pay employees all wages due upon separation of employment. Plaintiff
8 seeks on a representative basis, following notice to the Labor and Workforce Development
9 Agency, civil penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and
10 costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

11 **II. JURISDICTION AND VENUE**

12 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
13 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
14 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
15 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
16 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
17 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
18 aggrieved California-based hourly non-exempt employees occurred in locations throughout
19 California, including but not limited to San Bernardino County, including but not limited to, at
20 2900 E. Airport Dr., Ontario, CA 91761.

21 **III. PARTIES**

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

1 employed by Defendants in an hourly position at Defendants' location in San Bernardino from in
2 or around May 30, 2023, to present.

3 4. Plaintiff is informed and believes and thereon alleges that Defendant PROSEGUR
4 SERVICES GROUP, INC. is authorized to do business within the State of California and is doing
5 business in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant
6 hereto were persons acting on behalf of Defendant PROSEGUR SERVICES GROUP, INC. in the
7 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
8 Defendant PROSEGUR SERVICES GROUP, INC. operates in San Bernardino County and
9 employed Plaintiff and aggrieved employees in San Bernardino County, including but not limited
10 to, at 2900 E. Airport Dr., Ontario, CA 91761.

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

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

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

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

FIRST CAUSE OF ACTION

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

(Against all Defendants by Plaintiff)

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

10. During Plaintiff's employment and continuing through the present, Plaintiff alleges Defendants violated Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198, 2802, and the applicable Wage Orders.

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

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

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

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

(a) Automatically deducting thirty (30) minutes from Plaintiff and other current and

1 former aggrieved California-based hourly non-exempt employees daily hours worked and
2 counting it towards meal break time; and

3 (b) Failing to authorize or permit Plaintiff and other current and former aggrieved
4 California-based hourly non-exempt employees uninterrupted duty-free meal periods of no less
5 than thirty (30) minutes for each five (5) hour period of work as required by law. Failures include
6 but are not limited to:

7 i. Requiring Plaintiff and other current and former aggrieved California-based
8 hourly non-exempt employees to keep their cell phones on them, and continuously monitored
9 during their shifts, including while on off-the-clock meal breaks.

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

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

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

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

1 Labor Code section 510.

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

5 (a) Automatically deducting thirty (30) minutes from Plaintiff and other current and
6 former aggrieved California-based hourly non-exempt employees daily hours worked and
7 counting it towards meal break time; and

8 (b) Failing to authorize or permit Plaintiff and other current and former aggrieved
9 California-based hourly non-exempt employees uninterrupted duty-free meal periods of no less
10 than thirty (30) minutes for each five (5) hour period of work as required by law. Failures include
11 but are not limited to:

12 i. Requiring Plaintiff and other current and former aggrieved California-based
13 hourly non-exempt employees to keep their cell phones on them, and continuously monitored
14 during their shifts, including while on off-the-clock meal breaks.

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

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

27 21. California law requires an employer to authorize or permit an employee an
28 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of

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

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

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

18 (a) Automatically deducting thirty (30) minutes from Plaintiff and other current and
19 former aggrieved California-based hourly non-exempt employees daily hours worked and
20 counting it towards meal break time; and

21 (b) Failing to authorize or permit Plaintiff and other current and former aggrieved
22 California-based hourly non-exempt employees uninterrupted duty-free meal periods of no less
23 than thirty (30) minutes for each five (5) hour period of work as required by law. Failures include
24 but are not limited to:

25 i. Requiring Plaintiff and other current and former aggrieved California-based
26 hourly non-exempt employees to keep their cell phones on them, and continuously monitored
27 during their shifts, including while on off-the-clock meal breaks.

28 24. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or

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

6 25. 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 during which Defendants did not provide them
9 with meal periods in compliance with California law.

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

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

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

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

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

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

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

17 32. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**
18 **Employment:** California law requires that every employer must indemnify its employees for all
19 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at
20 the obedience of the directions of the employer. Moreover, an employer is prohibited from passing
21 the ordinary business expenses and losses of the employer onto the employee. (Lab. Code, §
22 2802.)

23 33. Defendants have violated Labor Code Section 2802 by failing to indemnify
24 Plaintiff and other current and former aggrieved California-based non-exempt hourly employees'
25 necessary expenditures they incurred in the discharge of their duties. Specifically, Defendants
26 employed policies, practices, and/or procedures including, but not limited to, the following:

27 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
28 non-exempt employees to use or purchase their own tools and/or resources in order to work for

1 Employers, including but not limited to their cell phone (including both telephone use and cellular
2 data use) for work-related purposes - without reimbursing employees for such use.

3 34. Moreover, Defendants employed policies and procedures which ensured Plaintiff
4 and aggrieved employees would not receive indemnification for their employment related
5 expenses. This practice resulted in Plaintiff and aggrieved employees not receiving such
6 indemnification in compliance with California law.

7 35. Therefore, Defendants are liable to Plaintiff and aggrieved employees for their
8 employment related expenses, including but not limited to costs related to use of their personal
9 cell phones and costs associated with their uniforms pursuant to Labor Code section 2802.

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

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

26 38. **Failure to provide complete and accurate wage statements:** Labor Code section
27 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
28 employee his or her wages, the employer must "furnish each of his or her employees ... an

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

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

16 40. **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 41. 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, and overtime wages, all described above),
23 Defendants failed to pay those employees timely after each employee’s termination and/or
24 resignation, in violation of Labor Code sections 201, 202, and 203.

25 42. 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 43. Plaintiff has complied with the procedures for bringing suit specified in Labor
2 Code section 2699.3. On January 4, 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 44. 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 45. 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, 204 226, 226.7, 510,
13 512, 1194, 1197, 1198, and 2802, During Plaintiff's employment and continuing through the
14 present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in
15 the following amounts:

16 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, 512, 1198,
17 and 2802; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
18 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
19 subsequent 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 46. 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.
25 Colby A. Meagle-Dunn, Esq.
26 Cassandra A. Castro, Esq.
27 Attorneys for Plaintiff
28 JOANNE WINGFIELD-GREEN,
on behalf of herself and current and former
aggrieved employees