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Attorneys for Plaintiff CHARLOTTE BARZI,
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**

CHARLOTTE BARZI, on behalf of herself and
current and former aggrieved employees

Plaintiff,

vs.

EQUINOX HOLDINGS, INC.; and DOES 1 to
100, inclusive,

Defendants.

Case No.: **24STCV14414**

PAGA ACTION

**PLAINTIFF CHARLOTTE BARZI'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff CHARLOTTE BARZI ("Plaintiff"), who alleges and complains
against Defendants EQUINOX HOLDINGS, 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 Los Angeles County, at 9601 Wilshire Blvd, Beverly Hills,
20 CA 90210.

21 **III. PARTIES**

22 1. 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 Los Angeles from in or
2 around September 2023 until on or about February 7, 2024.

3 2. Plaintiff is informed and believes and thereon alleges that Defendant EQUINOX
4 HOLDINGS, INC. is authorized to do business within the State of California and is doing business
5 in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto
6 were persons acting on behalf of Defendant EQUINOX HOLDINGS, INC. in the establishment
7 of, or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
8 EQUINOX HOLDINGS, INC. operates in Los Angeles County and employed Plaintiff and
9 aggrieved employees in Los Angeles County, including but not limited to, at *9601 Wilshire Blvd,*
10 *Beverly Hills, CA 90210.*

11 3. 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 4. 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 5. 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 6. 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 on behalf of Themselves, the State of California, and
Other Current and Former Aggrieved Employees)**

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

8. During Plaintiff's employment and continuing through the present, Plaintiff alleges Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1197, 2802, and the applicable Wage Orders.

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

10. **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.

11. 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.

12. 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:

1 (a) Failing to authorize or permit Plaintiff and similarly situated employees an
2 uninterrupted duty-free meal period of no less than thirty (30) minutes for each five-hour period of
3 work as required by law; and

4 (b) Requiring Plaintiff and similarly situated employees to clock out and then add up
5 sales, record sales in daily sales logs, and complete incident reports; email the foregoing to
6 management; and then clean their work area in order to avoid working daily overtime as
7 prohibited by Defendants' practices.

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

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

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

24 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
25 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
26 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
27 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve
28 (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 16. 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) Failing to authorize or permit Plaintiff other current and former aggrieved
6 California-based hourly non-exempt employees an uninterrupted duty-free meal period of no less
7 than thirty (30) minutes for each five-hour period of work as required by law; and

8 (b) Requiring Plaintiff other current and former aggrieved California-based hourly
9 non-exempt employees to clock out and then add up sales, record sales in daily sales logs, and
10 complete incident reports; email the foregoing to management; and then clean their work area in
11 order to avoid working daily overtime as prohibited by Defendants' practices.

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

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

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

1 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
2 sections 510, 1194 and 1198, and the applicable Wage Order.

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

8 21. California law requires an employer to authorize or permit an employee an
9 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
10 all duties and the employer relinquishes control over the employee's activities prior to the
11 employee's sixth hour of work. Labor Code sections 226.7, 512, and 1198; Wage Order 2 at §11;
12 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not
13 employ an employee for a work period of more than ten (10) hours per day without providing the
14 employee with a second such meal period of not less than thirty (30) minutes prior to the start of
15 the eleventh hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the
16 meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on
17 duty" meal period is only permitted when: (1) the nature of the work prevents an employee from
18 being relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal
19 periods.

20 22. If an employer fails to provide an employee a meal period in accordance with the
21 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
22 for each workday that a legally required and compliant meal period was not provided. Labor Code
23 sections 226.7 and 1198; Wage Order 2 at §11.

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

28 //

1 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
2 non-exempt employees to remain on-duty during their off-the-clock meal breaks; and

3 (b) Failing to authorize or permit Plaintiff and other current and former aggrieved
4 California-based hourly non-exempt employees an uninterrupted duty-free meal period of no less
5 than thirty (30) minutes for each five-hour period of work as required by law.

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

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

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

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

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

12 29. If the employer fails to authorize or permit a required rest period, the employer
13 must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday
14 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;
15 Wage Order 2 at § 12.

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

20 (a) failing to authorize or permit Plaintiff and other current and former aggrieved
21 California-based hourly non-exempt employees an uninterrupted duty-free rest period of a net ten
22 (10) minutes for every four (4) hours worked, or major fraction thereof.

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

28 //

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

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

14 34. **Failure to indemnify for losses and expenditures incurred as part of**
15 **employment:** California law requires that every employer must indemnify its employees for all
16 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at
17 the obedience of the directions of the employer. Moreover, an employer is prohibited from passing
18 the ordinary business expenses and losses of the employer onto the employee. (Lab. Code, §
19 2802.)

20 35. Defendants have violated Labor Code Section 2802 by failing to indemnify
21 Plaintiff and other current and former aggrieved California-based non-exempt hourly employees’
22 necessary expenditures they incurred in the discharge of their duties. Specifically, Defendants
23 employed policies, practices, and/or procedures included, but not limited to:

24 (a) requiring Plaintiff and other current and former aggrieved California-based non-
25 exempt hourly employees to use or purchase their own tools and/or resources in order to work for
26 Defendants, including but not limited to cell phone (including both telephone use and cellular data
27 use) for work-related purposes - without reimbursing Plaintiff and other current and former
28 aggrieved California-based non-exempt hourly employees for such use.

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

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

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

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

24 40. **Secret payment of lower wages than designated by statute:** Labor Code section
25 223 provides that, where any statute or contract requires an employer to maintain the designated
26 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
27 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including
28 by failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and

1 lawful sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7,
2 246, 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by
3 Labor Code section 1198, the Defendant secretly paid a lower wage than designated by statute
4 while purporting to pay the wages designated by statute, in violation of Labor Code section 223.

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

18 42. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
19 and other current and former aggrieved California-based hourly non-exempt employees all wages
20 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest
21 period premium wages) rendered Plaintiff's and other current and former aggrieved California-
22 based hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code
23 section 226(a)(1, 2, 5 & 9).

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

28 44. As a derivative of Plaintiff's allegations above, because Defendants failed to pay

1 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
2 all their earned wages (including minimum wages, overtime wages, meal period premium wages,
3 and/or rest period premium wages), Defendants failed to pay those employees timely after each
4 employee's termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

5 45. Plaintiff has complied with the procedures for bringing suit specified in Labor
6 Code section 2699.3. On April 5, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA and
7 provided notice to Defendants by certified mail which provided notice of the specific provisions of
8 the Labor Code alleged to have been violated, including the facts and theories to support the
9 violations alleged.

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

15 47. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
16 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a),
17 226.7, 510, 512, and 1194, During Plaintiff's employment and continuing through the present,
18 preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the
19 following amounts:

20 a. For violations of Labor Code sections 201, 202, 203, 226(a), 226.7, and
21 2802; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
22 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
23 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

28 c. For violations of Labor Code section 510 and 512, fifty dollars (\$50) for

1 each employee for each pay period for the initial violation, and for each subsequent violation, one
2 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
3 established by Labor Code section 558].

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

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

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

16 **PRAYER FOR RELIEF**

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

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

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

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

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

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

1 Dated: June 10, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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3 By:



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employees

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