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Electronically FILED by
Superior Court of California,
County of Los Angeles
8/05/2024 4:50 PM
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Attorneys for Plaintiff FRANTZY PIERRIBIA,
on behalf of himself and current and former aggrieved employees

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

FRANTZY PIERRIBIA, on behalf of himself
and current and former aggrieved employees
Plaintiff,

vs.

SOUTHERN CALIFORNIA SPECIALTY
CARE, LLC; and DOES 1 to 100, inclusive,
Defendants.

Case No.: **24STCV19587**

PAGA ACTION

**PLAINTIFF FRANTZY PIERRIBIA'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff FRANTZY PIERRIBIA ("Plaintiff"), who alleges and complains
on information and belief except as to those allegations relating to plaintiff himself, which are
asserted on personal knowledge, against Defendants SOUTHERN CALIFORNIA SPECIALTY
CARE, LLC; and DOES 1 to 100, inclusive (collectively "Defendants") as follows:

I. INTRODUCTION

- This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*

1 (“PAGA”) representative action brought by Plaintiff on behalf of the State of California, himself
2 and other current and former aggrieved employees of Defendants who worked as hourly non-
3 exempt employees in California during the relevant time period seeking civil penalties associated
4 with Defendants’ violation of the Labor Code based on Defendants’ for failure to pay wages for all
5 hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure
6 to authorize or permit all legally required and/or compliant meal periods or pay meal period
7 premium wages; failure to authorize or permit all legally required and/or compliant rest periods or
8 pay rest period premium wages; failure to pay wages for accrued paid sick time at the regular rate
9 of pay; failure to timely pay earned wages during employment; failure to provide complete and
10 accurate wage statements; and failure to timely pay all unpaid wages following separation of
11 employment. Plaintiff seeks on a representative basis, following notice to the Labor and
12 Workforce Development Agency, civil penalties, reasonable attorneys’ fees pursuant to Labor
13 Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and
14 others aggrieved.

15 **II. JURISDICTION AND VENUE**

16 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
17 former aggrieved California-based hourly non-exempt employees because Plaintiff’s lawsuit seeks
18 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
19 non-exempt employees, and the State of California in excess of thirty-five thousand dollars
20 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-
21 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
22 aggrieved California-based hourly non-exempt employees occurred in locations throughout
23 California, including but not limited to Los Angeles County at 845 North Lark Ellen Avenue,
24 West Covina, CA 91791.

25 **III. PARTIES**

26 3. Plaintiff brings this action as a representative of the Labor and Workforce
27 Development Agency on behalf of himself and other current and former employees subject to
28 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is

1 filed include current, former and/or future employees of Defendants who work, worked, or will
2 work for Defendants as direct employees as well as temporary employees employed through temp
3 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
4 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
5 employed by Defendants in an hourly position at Defendants' location in Los Angeles from
6 approximately November 2019 until on or about December 6, 2023.

7
8 4. Defendant SOUTHERN CALIFORNIA SPECIALTY CARE, LLC is authorized to
9 do business within the State of California and is doing business in the State of California and/or
10 that Defendants DOES 1-50 are, and at all times relevant hereto were persons acting on behalf of
11 Defendant SOUTHERN CALIFORNIA SPECIALTY CARE, LLC in the establishment of, or
12 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
13 SOUTHERN CALIFORNIA SPECIALTY CARE, LLC operates in Los Angeles County and
14 employed Plaintiff and aggrieved employees in Los Angeles County , including but not limited to,
15 at 845 North Lark Ellen Avenue, West Covina, CA 91791.

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

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

27 7. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
28 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

1 permitted by law or by the Court. Each fictitiously named defendant is in some manner
2 responsible for the events and allegations set forth in this 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 on behalf of Themselves, the State of California, and**
10 **Other Current and Former Aggrieved Employees)**

11 9. Plaintiff incorporates by reference and re-alleges each and every allegation
12 contained in this pleading as though fully set forth herein.

13 10. During Plaintiff's employment and continuing through the present, Plaintiff alleges
14 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 246, 510, 512,
15 1194, 1197, and the applicable Wage Orders.

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

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

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

27 14. In this case, Plaintiff and other current and former aggrieved California-based
28 hourly non-exempt employees worked more minutes per shift than Defendants credited them with

1 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
2 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
3 wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but
4 not limited to,

5 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
6 non-exempt employees to don personal protective equipment ("PPE") prior to clocking in for the
7 start of their shift and doff their PPE after clocking out for the meal breaks and end of their shift
8 without being paid for that time;

9 (b) During COVID-19, requiring Plaintiff and other current and former aggrieved
10 California-based hourly non-exempt employees to undergo off-the-clock temperature checks and
11 medical questionnaires prior to being permitted to clock-in for their start shift.

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

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

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

27 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
28 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of

1 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
2 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve
3 (12) hours in one (1) day shall be compensated at the rate of no less than twice the regular
4 rate of pay for an employee. In addition, any work in excess of eight (8) hours on any
5 seventh day of a workweek shall be compensated at the rate of no less than twice the
6 regular rate of pay of an employee. Labor Code § 510.

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

10 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
11 non-exempt employees to don personal protective equipment ("PPE") prior to clocking in for the
12 start of their shift and doff their PPE after clocking out for the meal breaks and end of their shift
13 without being paid for that time;

14 (b) During COVID-19, requiring Plaintiff and other current and former aggrieved
15 California-based hourly non-exempt employees to undergo off-the-clock temperature checks and
16 medical questionnaires prior to being permitted to clock-in for their start shift.

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

21 20. In this case, Plaintiff alleges that when he and other current and former aggrieved
22 California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay
23 them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all
24 remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a
25 policy, practice, and/or procedure of failing to include all remuneration such as
26 "RecognizeCORE", for example, when calculating Plaintiff's and other current and former
27 aggrieved California-based hourly non-exempt employees' regular rate of pay for the purpose of
28 paying overtime.

21. The foregoing policies, practices, and/or procedures resulted in time during each

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

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

23. California law requires an employer to authorize or permit an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code §§ 226.7, 512, and 1198; Wage Order 4 at § 11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period 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.

24. 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 §§ 226.7 and 1198; Wage Order 4 at § 11.

25. In this case, Defendants failed to authorize or permit legally required and compliant

1 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
2 exempt employees due to Defendants' policies, practices, and/or procedures, including but not
3 limited to,

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

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

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

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

27 29. **Failure to pay wages to hourly non-exempt employees for workdays that**
28 **Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other
current and former aggrieved California-based hourly non-exempt employees regularly worked

1 shifts of more than three-and-a-half (3.5) hours.

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

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

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

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

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

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

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

15 36. **Failure to provide sick pay wages:** Defendants had a policy and/or procedure
16 where Plaintiff and other current and former aggrieved California-based hourly non-exempt
17 employees accrued paid sick time.

18 37. Labor Code section 246, subdivision (a), states in relevant part “[a]n employee
19 who...works in California for the same employer for 30 or more days within a year from the
20 commencement of employment is entitled to paid sick days.” Additionally, an employee accrues
21 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked,
22 beginning at the commencement of employment. Labor Code section 246(b).

23 38. Here, Plaintiff and other current and former aggrieved California-based hourly non-
24 exempt employees were employed by Defendants for 30 or more days and were entitled to paid
25 sick days. Defendants, however, lacked a policy, practice, and/or procedure whereby Plaintiffs and
26 other current and former aggrieved California-based hourly non-exempt employees who were
27 employed by Defendants for 30 days or more could accrue paid sick days at the rate of no-less-
28 than one (1) hour per every thirty (30) hours worked, beginning at the commencement of
employment as required by Labor Code section 246(b).

1 39. 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 "RecognizeCORE", for example, when calculating Plaintiff and other current and former
7 aggrieved California-based hourly non-exempt employees' regular rate of pay for the purpose of
8 paying sick time.

9 Defendants' foregoing policy, practice, and/or procedure resulted in Defendants failing to provide
10 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees'
11 paid sick days, in violation of Labor Code section 246.

12 40. **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 § 204(a). Wages earned
15 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th
16 and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of
17 any calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other
18 payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within
19 seven (7) calendar days following the close of the payroll period in which wages were earned.
20 Labor Code § 204(d).

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

28 42. **Secret payment of lower wages than designated by statute:** Labor Code section

223 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 overtime wages at the applicable legal overtime rate, meal break premiums and lawful sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246, 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor Code section 1198, 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.

43. **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."

44. 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 section 226(a)(1, 2, 5 & 9).

45. **Failure to pay employees all wages due at time of termination/resignation:** An

1 employer is required to pay all unpaid wages timely after an employee's employment ends. The
2 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
3 hours of resignation (Labor Code section 202).

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

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

14 48. Plaintiff has complied with the procedures for bringing suit specified in Labor
15 Code section 2699.3. On May 29, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA and
16 provided notice to Defendants by certified mail which provided notice of the specific provisions of
17 the Labor Code alleged to have been violated, including the facts and theories to support the
18 violations alleged.

19 49. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
20 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
21 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
22 parties notice within 65 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
23 to investigate Plaintiff's claims.

24 50. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
25 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a),
26 226.7, 246, 510, 512, and 1194, During Plaintiff's employment and continuing through the
27 present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in
28 the following amounts:

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

5 b. For violations of Labor Code section 226(a), alternatively, two hundred
6 fifty dollars (\$250) for each employee for each pay period for the initial violation, and one
7 thousand dollars (\$1,000) for each subsequent violation, for each underpaid employee for each pay
8 period [penalty amounts established by Labor Code section 226.3].

9 c. For violations of Labor Code section 510 and 512, fifty dollars (\$50) for
10 each employee for each pay period for the initial violation, and one hundred dollars (\$100) for
11 each subsequent violation, for each underpaid employee for each pay period [penalty amounts
12 established by Labor Code section 558].

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

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

23 51. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
24 reasonable attorneys' fees and costs in connection with his/her claims for civil penalties.
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PRAYER FOR RELIEF

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

ON THE FIRST CAUSE OF ACTION:

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

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

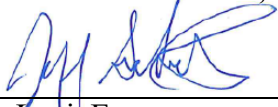
3. For attorneys' fees and costs of suit, including but not limited to those recoverable
under California Labor Code section 2699(g); and

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

Dated: August 5, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By:



Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
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Aleksandra Urban, Esq.
Attorneys for Plaintiff FRANTZY
PIERRIBIA, on behalf of himself and current
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