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David W. Slayton,
Executive Officer/Clerk of Court,
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Attorneys for Plaintiff JAVIER FERNANDO DE LA ROSA,
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

JAVIER FERNANDO DE LA ROSA,
on behalf of himself and current and former
aggrieved employees

Plaintiff,

vs.

NOWHERE HOLDCO, LLC DBA EREWHON
MARKET; and DOES 1 to 100, inclusive,

Defendants.

Case No.: **24STCV18484**

PAGA ACTION

**PLAINTIFF JAVIER FERNANDO DE
LA ROSA’S COMPLAINT FOR:**

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

COMES NOW Plaintiff JAVIER FERNANDO DE LA ROSA ("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 NOWHERE HOLDCO, LLC DBA
EREWON MARKET; 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’ failure to pay wages for all
5 hours worked at the employees’ minimum wage rate or overtime rate, failure to pay reporting time
6 pay, failure to provide all legally required and legally compliant meal and rest periods, failure to
7 timely pay earned wages during employment, failure to provide complete and accurate wage
8 statements, failure to timely pay all unpaid wages following separation of employment. Plaintiff
9 seeks on a representative basis, following notice to the Labor and Workforce Development
10 Agency, civil penalties, reasonable attorneys’ fees pursuant to Labor Code section 2699(g)(1) and
11 costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

12 **II. JURISDICTION AND VENUE**

13 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
14 former aggrieved California-based hourly non-exempt employees because Plaintiff’s lawsuit seeks
15 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
16 non-exempt employees, and the State of California in excess of thirty-five thousand dollars
17 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-
18 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
19 aggrieved California-based hourly non-exempt employees occurred in locations throughout
20 California, including but not limited to Los Angeles County, at 339 N Beverly Dr., Beverly Hills,
21 CA 90210; .

22 **III. PARTIES**

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

1 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
2 employed by Defendants in an hourly position at Defendants' location in Los Angeles County
3 from approximately November 15, 2020 until in or about April, 2023.

4 4. Defendant NOWHERE HOLDCO, LLC DBA EREWHON MARKET is
5 authorized to do business within the State of California and is doing business in the State of
6 California and/or that Defendants DOES 1-50 are, and at all times relevant hereto were persons
7 acting on behalf of Defendant NOWHERE HOLDCO, LLC DBA EREWHON MARKET in the
8 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
9 Defendant NOWHERE HOLDCO, LLC DBA EREWHON MARKET operates in Los Angeles
10 County and employed Plaintiff and aggrieved employees in Los Angeles County , including but
11 not limited to, at 339 N Beverly Dr., Beverly Hills, CA 90210.

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

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

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

28 8. Plaintiff makes the allegations in this complaint without any admission that, as to

1 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and
2 Plaintiff reserves all of Plaintiff's right to plead in the alternative.

3
4 **FIRST CAUSE OF ACTION**

5 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
6 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

7 **(Against all Defendants by Plaintiff on behalf of Themselves, the State of California, and**
8 **Other Current and Former Aggrieved Employees)**

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

11 10. During Plaintiff's employment and continuing through the present, Plaintiff alleges
12 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194,
13 1197, 1198, and the applicable Wage Orders.

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

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

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

25 14. In this case, Plaintiff and other current and former aggrieved California-based
26 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
27 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
28 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but

1 not limited to,

2 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
3 non-exempt employees to line up to wait to undergo and undergo Off-the-clock temperature check
4 prior to clocking in for the start of shift.

5 (b) If Plaintiff's and other current and former aggrieved California-based hourly non-
6 exempt employees' temperature registered over 100 degrees they were required to wait 5 minutes
7 for a second reading, inform their manager, and were sent home without pay.

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

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

21 17. 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. Labor Code § 510.

1
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) Requiring Plaintiff and other current and former aggrieved California-based hourly
6 non-exempt employees to line up to wait to undergo and undergo Off-the-clock temperature check
7 prior to clocking in for the start of shift.

8 (b) If Plaintiff's and other current and former aggrieved California-based hourly non-
9 exempt employees' temperature registered over 100 degrees they were required to wait 5 minutes
10 for a second reading, inform their manager, and were sent home without pay.

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

15 20. In this case, Plaintiff alleges that when he and other current and former aggrieved
16 California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay
17 them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all
18 remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a
19 policy, practice, and/or procedure of failing to include all remuneration such as, a 5-month
20 incentive pay for working through COVID as an essential worker, for example, when calculating
21 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
22 regular rate of pay for the purpose of paying overtime.

23 21. 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
to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code

1 sections 510, 1194 and 1198, and the applicable Wage Order.

2 22. **Failure to provide reporting time pay:** Labor Code sections 1194, 1197, and
3 1198, require an employer to pay “reporting time pay” under the applicable Wage Order. Wage
4 Order 5 requires that when an “employee is required to report for work and does report, but is not
5 put to work or is furnished less than half said employee's usual or scheduled day's work, the
6 employee shall be paid for half the usual or scheduled day's work, but in no event for less than two
7 (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be
8 less than the minimum wage.” See Wage Order 5 at § (5)(A).

9 23. Defendants failed to pay Plaintiff and other current and former aggrieved
10 California-based hourly non-exempt employees all wages at the applicable minimum wage for all
11 hours worked due to Defendants’ policies, practices, and/or procedures including, but not limited
12 to, requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt
13 employees whose temperature registered over 100 degrees to wait 5 minutes for a second reading,
14 inform their manager, and were sent home without pay.

15 24. Therefore, Defendants require Plaintiff and all other current and former aggrieved
16 California-based hourly non-exempt employees to report for work and be put to work for less than
17 half of their usual or scheduled day's work, but Defendants did not pay Plaintiff or all other current
18 and former aggrieved California-based hourly non-exempt employees any reporting time pay.

19 25. Defendants’ practice resulted in Plaintiff and all other current and former aggrieved
20 California-based hourly non-exempt employees not receiving reporting time pay when required to
21 work less than their half their usual schedule or scheduled day's work in compliance with
22 California law.

23 26. **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 27. 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 §§ 226.7, 512, and 1198; Wage Order 5 at § 11;
3 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not
4 employ an employee for a work period of more than ten (10) hours per day without providing the
5 employee with a second such meal period of not less than thirty (30) minutes prior to the start of
6 the eleventh hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the
7 meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on
8 duty" meal period is only permitted when: (1) the nature of the work prevents an employee from
9 being relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal
10 periods.

11 28. If an employer fails to provide an employee a meal period in accordance with the
12 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
13 for each workday that a legally required and compliant meal period was not provided. Labor Code
14 §§ 226.7 and 1198; Wage Order 5 at § 11.

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

19 (a) Failing to provide Plaintiff and similarly situated employees timely, uninterrupted,
20 duty-free meal breaks of at least 30 minutes due to company policy that stated employees only use
21 the restroom during the meal or rest breaks.

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

28 31. Finally, on occasions when Defendants paid Plaintiff and other current and former

1 aggrieved California-based hourly non-exempt employees a “premium” wage for late, missed,
2 short, on-premise, on-duty, and/or interrupted meal periods, Defendants failed to pay the one (1)
3 additional hour of pay at Plaintiff’s and other current and former aggrieved California-based
4 hourly non-exempt employees’ regular rate of compensation. Specifically, Defendants maintained
5 a policy, practice, and/or procedure of failing to include all remuneration such as a 5-month
6 incentive pay for working through COVID as an essential worker, for example, when calculating
7 Plaintiff’s and other current and former aggrieved California-based hourly non-exempt employees’
8 regular rate of pay for the purpose of paying meal period premium wages.

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

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

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

35. If the employer fails to authorize or permit a required rest period, the employer

1 must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday
2 the employer did not authorize or permit a legally required rest period. Labor Code § 226.7; Wage
3 Order 5 at § 12.

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

8 (a) Failing to provide Plaintiff and similarly situated employees timely, uninterrupted,
9 duty-free rest breaks due to company policy that stated employees only use the restroom during
10 the meal or rest breaks.

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

16 38. Finally, on occasions when Defendants did pay Plaintiff and other current and
17 former aggrieved California-based hourly non-exempt employees a "premium" wage for late,
18 missed, short, on-premise, on-duty, and/or interrupted rest periods, Defendants failed to pay the
19 one (1) additional hour of pay at Plaintiff's and other current and former aggrieved California-
20 based hourly non-exempt employees' regular rate of compensation. Specifically, Defendants
21 maintained a policy, practice, and/or procedure of failing to include all remuneration such as a 5-
22 month incentive pay for working through COVID as an essential worker, for example, when
23 calculating Plaintiff's and other current and former aggrieved California-based hourly non-exempt
24 employees' regular rate of pay for the purpose of paying rest period premiums.

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

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

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

19 **42. Secret payment of lower wages than designated by statute:** Labor Code section
20 223 provides that, where any statute or contract requires an employer to maintain the designated
21 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
22 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including
23 by failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and
24 lawful sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7,
25 246, 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by
26 Labor Code section 1198, Defendants secretly paid a lower wage than designated by statute while
27 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

28 **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

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

12 44. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
13 and other current and former aggrieved California-based hourly non-exempt employees all wages
14 earned (including minimum wages, overtime wages, reporting time pay, meal period premium
15 wages, and/or rest period premium wages) rendered Plaintiff’s and other current and former
16 aggrieved California-based hourly non-exempt employees’ wage statements inaccurate, in
17 violation of Labor Code section 226(a)(1, 2, 5 & 9).

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

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

28 47. Labor Code sections 2699, subdivisions (a) and (g), authorize an aggrieved

1 employee, on behalf of himself or herself and other current or former employees, to bring a civil
2 action to recover civil penalties against all Defendants pursuant to the procedures specified in
3 Labor Code section 2699.3.

4 48. Plaintiff has complied with the procedures for bringing suit specified in Labor
5 Code section 2699.3. On May 20, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA and
6 provided notice to Defendants by certified mail which provided notice of the specific provisions of
7 the Labor Code alleged to have been violated, including the facts and theories to support the
8 violations alleged.

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

14 50. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
15 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a),
16 226.7, 510, 512, 1194, and 1198, During Plaintiff's employment and continuing through the
17 present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in
18 the following amounts:

19 a. For violations of Labor Code sections 201, 202, 203, 226(a), 226.7, and
20 1198; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
21 violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each
22 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

27 c. For violations of Labor Code section 510 and 512, fifty dollars (\$50) for
28 each employee for each pay period for the initial violation, and one hundred dollars (\$100) for

1 each subsequent violation, for each underpaid employee for each pay period [penalty amounts
2 established by Labor Code section 558].

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

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

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

15 **PRAYER FOR RELIEF**

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

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

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

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

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

26 4. For such and other further relief, in law and/or equity, as the Court deems just or
27 appropriate.
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Dated: July 25, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By: 

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Jeffrey M. Schwartz, Esq.
Attorneys for Plaintiff
JAVIER FERNANDO DE LA ROSA
on behalf of himself and current and former
aggrieved employees