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David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

Attorneys for Plaintiff BYRON NUNEZ,
on behalf of himself/herself and current and former aggrieved employees

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

BYRON NUNEZ, on behalf of himself and
current and former aggrieved employees

Plaintiff,

vs.

THE HEALTHCARE CENTER OF DOWNEY
LLC; and DOES 1 to 100, inclusive,

Defendants.

Case No.: **24STCV18317**

PAGA ACTION

**PLAINTIFF BYRON NUNEZ'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff BYRON NUNEZ ("Plaintiff"), who alleges and complains on
information and belief except as to those allegations relating to plaintiff himself/herself, which are
asserted on personal knowledge, against Defendants THE HEALTHCARE CENTER OF
DOWNEY LLC; 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,

1 himself/herself and other current and former aggrieved employees of Defendants who worked as
2 hourly non-exempt employees in California during the relevant time period seeking civil penalties
3 associated with Defendants' violation of the Labor Code based on Defendants' failure to pay
4 wages for all hours worked at the employees' minimum wage rate or overtime rate, failure to
5 provide all legally required and legally compliant meal and rest periods, indemnification for all
6 necessary expenditures or losses incurred by employees in direct consequence of discharging their
7 duties; failure to timely pay earned wages during employment, failure to provide complete and
8 accurate wage statements, failure to timely pay all unpaid wages following separation of
9 employment. Plaintiff seeks on a representative basis, following notice to the Labor and
10 Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor
11 Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and
12 others aggrieved.

13 **II. JURISDICTION AND VENUE**

14 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
15 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
16 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
17 non-exempt employees, and the State of California in excess of thirty-five thousand dollars
18 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-
19 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
20 aggrieved California-based hourly non-exempt employees occurred in locations throughout
21 California, including but not limited to Los Angeles County, at 12023 Lakewood Blvd. Downey,
22 CA 90242.

23 **III. PARTIES**

24 3. Plaintiff brings this action as a representative of the Labor and Workforce
25 Development Agency on behalf of himself/herself and other current and former employees subject
26 to violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action
27 is filed include current, former and/or future employees of Defendants who work, worked, or will
28 work for Defendants as direct employees as well as temporary employees employed through temp

1 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
2 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
3 employed by Defendants in an hourly position at Defendants' location in Los Angeles County
4 from approximately 2007 until on or about April 11, 2024.

5 4. Defendant THE HEALTHCARE CENTER OF DOWNEY LLC is authorized to do
6 business within the State of California and is doing business in the State of California and/or that
7 Defendants DOES 1-50 are, and at all times relevant hereto were persons acting on behalf of
8 Defendant THE HEALTHCARE CENTER OF DOWNEY LLC in the establishment of, or
9 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant THE
10 HEALTHCARE CENTER OF DOWNEY LLC operates in Los Angeles County and employed
11 Plaintiff and aggrieved employees in Los Angeles County, including but not limited to, at 12023
12 Lakewood Blvd. Downey, CA 90242..

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

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

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

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

5 **FIRST CAUSE OF ACTION**

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

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

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

12 10. During Plaintiff's employment and continuing through the present, Plaintiff alleges
13 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194,
14 1197, 2802, and the applicable Wage Orders.

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

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

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

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

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

3 (a) From 4 years prior to the filing of the complaint through early 2023, requiring
4 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to
5 line up to wait to undergo and undergo off-the-clock COVID-19 screenings including a medical
6 questionnaire and a temperature check prior to being permitted to clock in for the start of their
7 shift;

8 (b) Due to chronic understaffing, routinely requiring Plaintiff and other current and
9 former aggrieved California-based hourly non-exempt employees to remain on-duty while off-the-
10 clock during meal breaks without being paid for that time.

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

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

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

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

(12) hours in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Labor Code § 510.

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

(a) From 4 years prior to the filing of the complaint through early 2023, requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to line up to wait to undergo and undergo off-the-clock COVID-19 screenings including a medical questionnaire and a temperature check prior to being permitted to clock in for the start of their shift;

(b) Due to chronic understaffing, routinely requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to remain on-duty while off-the-clock during meal breaks without being paid for that time.

19. 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.

20. **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.

21. California law requires an employer to authorize or permit an employee an

1 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
2 all duties and the employer relinquishes control over the employee's activities prior to the
3 employee's sixth hour of work. Labor Code §§ 226.7, 512, and 1198; Wage Order 5 at § 11;
4 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not
5 employ an employee for a work period of more than ten (10) hours per day without providing the
6 employee with a second such meal period of not less than thirty (30) minutes prior to the start of
7 the eleventh hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the
8 meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on
9 duty" meal period is only permitted when: (1) the nature of the work prevents an employee from
10 being relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal
11 periods.

12 22. If an employer fails to provide an employee a meal period in accordance with the
13 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
14 for each workday that a legally required and compliant meal period was not provided. Labor Code
15 §§ 226.7 and 1198; Wage Order 5 at § 11.

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

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

23 (b) Failing to provide Plaintiff and other current and former aggrieved
24 California-based hourly non-exempt employees a second uninterrupted duty-free meal period of
25 no less than thirty (30) minutes for each workday that Plaintiff and other current and former
26 aggrieved California-based hourly non-exempt employees work shifts over ten (10) hours.

27 24. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
28 procedure of failing to compensate Plaintiff and other current and former aggrieved California-

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

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

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

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

24 28. If the employer fails to authorize or permit a required rest period, the employer
25 must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday
26 the employer did not authorize or permit a legally required rest period. Labor Code § 226.7; Wage
27 Order 5 at § 12.

28 29. In this case, Defendants failed to authorize or permit all legally required and

1 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
2 non-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 with net ten (10) minute rest breaks for every four (4) hours worked
6 or major fraction thereof.

7 (b) Failing to provide Plaintiff and other current and former aggrieved California-based
8 hourly non-exempt employees a third uninterrupted duty-free rest period of no less than ten (10)
9 net minutes on each workday that Plaintiff and other current and former aggrieved California-
10 based hourly non-exempt employees work shifts over ten (10) hours.

11 30. 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 31. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
17 and other current and former aggrieved California-based hourly non-exempt employees not
18 receiving wages to compensate them for workdays in which Defendants did not provide them with
19 rest periods in compliance with California law.

20 32. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**
21 **Employment:** California law requires that every employer must indemnify its employees for all
22 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at
23 the obedience of the directions of the employer. Moreover, an employer is prohibited from passing
24 the ordinary business expenses and losses of the employer onto the employee. (Lab. Code, §
25 2802.)

26 33. Defendants violated Labor Code Section 2802 by failing to indemnify Plaintiff and
27 other current and former aggrieved California-based non-exempt hourly employees' necessary
28 expenditures they incurred in the discharge of their duties. Specifically, Defendants employed a

1 policy, practice, and procedure included, but were not limited to, requiring Plaintiff and other
2 current and former aggrieved California-based hourly non-exempt employees to use or purchase
3 their own tools and/or resources in order to work for Defendants, including but not limited to their
4 personal cell phone (including both telephone use and cellular data use) for work-related purposes
5 – to communicate with coworkers and management without reimbursement.

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

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

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

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

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2 38. **Secret payment of lower wages than designated by statute:** Labor Code section
3 223 provides that, where any statute or contract requires an employer to maintain the designated
4 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
5 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including
6 by failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and
7 lawful sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7,
8 246, 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by
9 Labor Code section 1198, Defendants secretly paid a lower wage than designated by statute while
10 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

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

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

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

5 42. As a derivative of Plaintiff's allegations above, because Defendants failed to pay
6 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
7 all of their earned wages (including minimum wages, overtime wages, meal period premium
8 wages, and/or rest period premium wages), Defendants failed to pay those employees timely after
9 each employee's termination and/or resignation, in violation of Labor Code sections 201, 202, and
10 203.

11 43. Defendants' violations of Wage Order 5 constituted violations of Labor Code
12 section 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

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

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

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

27 47. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
28 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a),

226.7, , 510, 512, and 1194, During Plaintiff's employment and continuing through the present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following amounts:

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

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

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

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

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

48. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of 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/HERSELF 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: July 24, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By: 

Joseph Lavi, Esq.
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Attorneys for Plaintiff BYRON NUNEZ,
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