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LIZBETH SERRANO on behalf of
herself, all aggrieved employees, and the State
of California as a Private Attorneys General

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

LIZBETH SERRANO, individuals, on behalf
of herself, all aggrieved employees, and the
State of California as a Private Attorneys
General,

Plaintiff,

vs.

LABORNOW, INC., a Massachusetts
corporation, GT'S LIVING FOODS, LLC, a
Delaware limited liability company, and DOES
1-50, inclusive,

Defendant.

Case No.: 24STCV18011

REPRESENTATIVE ACTION

**Violation of the Private Attorneys General
Act of 2004, Cal. Labor Code §2698 et seq.**

1 Plaintiff LIZBETH SERRANO brings this PAGA representative action complaint on
2 behalf of herself, all aggrieved employees, and the State of California as a Private Attorneys
3 General, and alleges as follows:

4 NATURE OF THE ACTION

5 1. Plaintiff LIZBETH SERRANO worked as an employee for Defendant LABORNOW,
6 INC. and GT'S LIVING FOODS, LLC and Does 1-50 (collectively "Defendant"). Defendant
7 LABORNOW, INC. provides staffing services and Defendant GT'S LIVING FOODS, LLC
8 operates a beverage manufacturing company. Plaintiff LIZBETH SERRANO worked for
9 Defendant at their Vernon, California location in the packaging department until April 2024.
10 Plaintiff brings this action pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Cal.
11 Labor Code §2698 *et seq.*, on a representative basis. All current and former hourly, nonexempt
12 employees of Defendant within one year of serving notice on the LWDA to the present are
13 aggrieved employees.

14 2. Plaintiff has provided notice, pursuant to subdivision 6 (d) of Section 2810.3, that
15 Plaintiff, on behalf of herself and similarly situated employees, will file a civil action against
16 LABORNOW, INC. and GT'S LIVING FOODS, LLC, and Doe Defendants, in accordance with
17 Labor Code Section 2810.3, subdivision 6 (b-f), which provides:

18 (b) A client employer shall share with a labor contractor all civil legal responsibility
19 and civil liability for all workers supplied by that labor contractor for both of the
20 following:

21 (1) The payment of wages.

22 (2) Failure to secure valid workers' compensation coverage as required by
23 Section 3700.

24 3. Defendant failed to comply with California Labor Code requirements due to erroneous,
25 willful and intentional employment practices and policies. Plaintiff brings this representative
26 action on behalf of herself, all other similarly situated aggrieved employees, and the State of
27 California, based upon the claims articulated below. Plaintiff provided notice of their claims
28 pursuant to §2698 *et seq.*, to the Labor and Workforce and Development Agency ("LWDA") as

1 illustrated by the attached Exhibit, the content of which is expressly incorporated herein. The
2 LWDA has not provided any notice to Plaintiff following the exhaustion of the 65-day notice
3 period required by 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint for civil
4 penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.*

5 4. Defendant has had a consistent policy and/or practice of: (1) failing to pay for all hours
6 worked, including overtime hours worked; (2) failing to pay all wages owed twice per month; (3)
7 failing to pay minimum wage; (4) failing to provide rest breaks; (5) failing to provide uninterrupted
8 meal breaks; (6) failing to reimburse for required business expenses; (7) failing to properly
9 calculate and pay sick leave wages; (8) failing to pay wages due upon termination; (9) failing to
10 provide safe working conditions; (10) failing to provide accurate itemized wage statements.
11 Defendant is therefore liable for civil penalties under the Cal. Labor Code, including the Private
12 Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, as described more fully herein.

13 **THE PARTIES**

14 5. Plaintiff LIZBETH SERRANO is a resident of the State of California and works for
15 Defendant at its Vernon, CA location in the packaging department until April 2024.

16 6. Defendant LABORNOW, INC., is a Massachusetts corporation authorized to do
17 business and doing business in California with the capacity to sue and to be sued, and doing
18 business, in the county of Los Angeles, State of California.

19 7. Defendant GT’S LIVING FOODS, LLC is a Delaware limited liability company
20 authorized to do business and doing business in California with the capacity to sue and to be sued,
21 and doing business, in the county of Los Angeles, State of California.

22 8. Plaintiff is unaware of the true names, capacities, relationships, and extent of
23 participation in the conduct alleged herein, of the Defendant sued as DOES 1 through 50, but is
24 informed and believes and thereon alleges that said Defendant is legally responsible for the
25 wrongful conduct alleged herein and therefore sues Defendant by such fictitious names, Plaintiff
26 will amend this complaint when their true names and capabilities are ascertained.

27 9. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
28 indirectly, or through agents or other persons, employed Plaintiff and other aggrieved employees

1 of the representative class, and exercised control over their wages, hours, and working conditions.
2 Plaintiff is informed and believes and thereon allege that each Defendant acted in all respects
3 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
4 plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable
5 to the other Defendants.

6 **JURISDICTION AND VENUE**

7 10. Venue is proper in this judicial district because Defendant conducts business in this
8 county and each Defendant has legal obligations to Plaintiff and many of the aggrieved employees
9 in this case that arose in this county.

10 11. The statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of
11 the Superior Court and will be established according to proof at trial. Based on information,
12 investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for
13 monetary damages, penalties and attorney's fees is more than twenty-five thousand dollars
14 (\$25,000).

15 12. The California Superior Court has jurisdiction in this matter because Plaintiff is a
16 resident of California and Defendant is qualified to do business in California and regularly conduct
17 business in California. Further, there is no federal question at issue as the claims herein are based
18 solely on California law.

19 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

20 13. During the relevant time-period, Defendant committed various violations of the
21 California Labor Code as alleged below in more detail. Defendant enforces multiple policies that
22 violate state law, which are intended to increase profits to the detriment of aggrieved employees.

23 14. This representative action represents over one hundred current and former aggrieved
24 employees.

25 15. For at least one (1) year prior to the date of service notice on the LWDA, and continuing
26 to the present, Defendant engaged in unlawful employment practices that resulted in violations of
27 numerous Labor Code sections, as set forth more fully below.
28

1 16. Plaintiff and all current and former hourly, nonexempt employees within one year of
2 filing this action to the present are aggrieved employees within the meaning of Labor Code 2699,
3 *et seq.* (See Labor code §2699(c).)

4 17. Defendant, and each of them, have committed the following violations of the California
5 Labor Code:

6 **Failure to Pay For All Hours Worked, Including Overtime Hours Worked**

7 (Cal. Labor Code §§200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 511, 558, 1194,
8 1197, 1197.1, 1198, 2698 *et seq.*, Wage Orders)

9 18. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
10 incorporate said paragraphs herein by reference.

11 19. The Wage Orders define “hours worked” as “the time during which an employee is
12 subject to the control of an including all the time the employee is suffered or permitted to work,
13 whether or not required to do so.”

14 20. Defendant has been engaged in many unlawful employment practices which resulted
15 in underpayment for hours worked each pay period, including requiring employees to pass through
16 security check points and wait in long lines to clock in before their shifts and also when clocking
17 back in from lunch, as well as failing to consistently pay overtime and premium wages at the
18 employee’s regular rate of pay. Defendant’s conduct described herein violates Labor Code §§ 200,
19 223, 226, 500, 1197 and 1198, and the Applicable Wage Orders. Therefore, pursuant to Labor
20 Code §§ 203, 218.5, 226, 558, 1194 and 1194.2, Plaintiff and other Aggrieved Employees are
21 entitled to recover damages for the nonpayment of wages of all their worked hours in addition to
22 penalties, attorneys’ fees, expenses, and costs of suit. As a result of these ongoing violations,
23 Defendant is liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698
24 *et seq.*

25 **Failure to Pay All Wages Owed Twice Per Month**

26 (Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

27 21. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
28 incorporate said paragraphs herein by reference.

1 22. Defendant was required to pay Plaintiff and aggrieved employees all wages earned
2 twice during each calendar month pursuant to Labor Code §204(a). Defendant failed to pay all
3 wages earned to employees as a result of the unlawful employment policies and practices discussed
4 herein. As a result of these practices, employees were underpaid for hours worked, including
5 overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed
6 twice per month. Due to this failure, Defendant is liable under Labor Code §210 for failure to pay
7 wages as required by law.

8 **Failure to Pay Minimum Wage**

9 (Cal. Lab. Code §§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

10 23. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
11 incorporate said paragraphs herein by reference.

12 24. Pursuant to Labor Code §§ 1194, 1194.2 and 1197, it is unlawful for an employer to
13 suffer or permit a California employee to work without paying wages at the proper minimum wage
14 for all time worked as required by the Applicable Wage Orders. Pursuant to the Applicable Wage
15 Orders “hours worked” include “the time during which an employee is subject to the control of an
16 employer, and includes all the time the employee is suffered or permitted to work, whether or not
17 required to do so.”

18 25. During the applicable recovery period, Aggrieved Employees were suffered, permitted,
19 and required to perform work by Defendant for which they received no pay. The aforementioned
20 acts by Defendant were undertaken with the intention of depriving Aggrieved Employees of their
21 earned wages. Additionally, employees were required to purchase necessary apparel and supplies
22 for work but were not reimbursed for these supplies, therefore requiring that they pay from their
23 own wages. As a result of these ongoing violations, Defendant is liable for, among other things,
24 civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

25 **Failure to Provide Rest Breaks**

26 (Cal. Lab. Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*)

27 26. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
28 incorporate said paragraphs herein by reference.

1 27. Defendant has failed to maintain a compliant rest period policy and practice that
2 provides its employees with off-duty rest periods as required by California law. Plaintiff reports
3 noncompliant rest breaks resulting from the extensive time it took for her and her coworkers to
4 commute from their workstations to the break room and back to their workstations within the break
5 time. Additionally, employees were required to sanitize hands prior to returning to their work
6 stations during their break time. Accordingly, breaks were consistently short and noncompliant.

7 28. Rest periods were often either less than ten minutes, not provided, interrupted or late,
8 “on duty”, or not scheduled before and after a meal period for shifts greater than six hours, as
9 prescribed by California law because Defendant: (1) did not account for all hours worked that were
10 unaccounted for on their timecard; (2) did not adequately inform and train employees about their
11 rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately
12 inform and train employees about when, where and how to take timely and uninterrupted ten-
13 minute rest breaks; (4) because Defendant did not staff enough people to schedule all timely and
14 uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting
15 all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest
16 break policy.

17 29. Defendant did not authorize or permit all of its hourly employees to take at least a ten
18 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
19 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks
20 were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant violated
21 the Wage Order, Defendant is liable under Labor Code §1198. As a result of these violations,
22 Defendant is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

23 **Failure to Provide Uninterrupted Meal Breaks**

24 (Cal. Lab. Code §§226, 226.7, 512, 558, 1198, 2699 *et seq.*)

25 30. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
26 incorporate said paragraphs herein by reference.

27 31. During Plaintiff’s employment, Defendant failed to maintain a compliant meal period
28 policy and practice. Defendant failed to provide all of its hourly employees with their right to take

1 an off-duty unpaid 30-minute meal period. Labor Code §512 provides, “[a]n employer may not
2 employ an employee for a work period of more than five hours per day without providing the
3 employee with a meal period of not less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o
4 employer shall require an employee to work during any meal... period mandated by an applicable
5 order of the Industrial Welfare Commission.” Paragraph 11(A) of the Wage Orders provides, in
6 pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the
7 meal period shall be considered an ‘on duty’ meal period and counted as time worked.” Labor
8 Code 1198 states that any violation of a wage order is a violation of the Labor Code.

9 32. Plaintiff and aggrieved employees often had noncompliant meal periods because of the
10 large number of employees waiting to clock out and back in from lunch. Plaintiff and aggrieved
11 employees were required to begin lining up at the timeclock before the 30 minutes was up in order
12 to clock back in on time.

13 33. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because
14 Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard;
15 (2) did not adequately inform and train employees about their rights to meal periods and premium
16 payments for non-compliant meal periods; (3) did not adequately inform and train employees about
17 when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because
18 Defendant did not staff enough people to schedule all timely and uninterrupted thirty-minute meal
19 periods; and/or (5) because management at various levels, affecting all hourly, non-exempt
20 employees, refused to offer, permit, or enforce a lawfully compliant meal period policy. Plaintiff
21 and aggrieved employees were not paid a premium payment, paid as an hour’s wage when meal
22 periods were not given to them in compliance with California law.

23 **Failure to Reimburse For Required Business Expenses**

24 (Cal. Labor Code §§ 1198, 2802, 2699)

25 34. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
26 incorporate said paragraphs herein by reference.

27 35. Labor Code §2802 requires employers to indemnify employees for necessary
28 expenditures or losses incurred by employees in direct consequence of discharge of duties. Here,

1 Plaintiff and aggrieved employees were required to purchase equipment at their own cost,
2 including special safety vests, safety glasses, and non-slip shoes. Plaintiff and aggrieved
3 employees were also required to download and use an app to follow orders on their personal
4 phones. Defendant failed to reimburse employees for these necessary business expenses.

5 **Failure to Properly Calculate and Pay Sick Leave Wages**

6 (Cal. Labor Code §§ 246 and 2698 *et seq*)

7 36. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
8 incorporate said paragraphs herein by reference.

9 37. Defendant failed to pay all sick wages owed to Plaintiff and aggrieved employees. For
10 example, when Plaintiff was unable to work due to a disclosed health condition and/or injury,
11 Defendant failed to pay Plaintiff any sick leave wages.

12 **Failure to Pay Wages Due Upon Termination**

13 (Cal. Labor Code §§ 201, 202, 203, 256 and 2698 *et seq*)

14 38. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
15 incorporate said paragraphs herein by reference.

16 39. An employee who is discharged must be paid all of his or her wages, including accrued
17 vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set
18 forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to
19 Plaintiff at the time employment terminated.

20 40. Defendant willfully failed to pay employees who are no longer employed by it all
21 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.
22 Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as
23 waiting time under the terms of §203. Moreover, Defendant is liable for civil penalties pursuant to
24 Cal. Lab. Code § 2698 *et. seq.*

25 **Failure to Provide Safe Working Conditions – Excessive Heat**

26 (Cal. Labor Code §§ 1198, Wage Orders)

27 41. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
28 incorporate said paragraphs herein by reference.

1 42. Defendant's workplaces would get unsafely hot. Plaintiff and aggrieved employees
2 were forced to work in incredibly hot and unventilated workspaces reaching temperatures of well
3 over 85 degrees when inside. Defendant does not have sufficient climate control or ventilation.

4 43. Wage Orders require:

5 A. The temperature maintained in each work area shall provide
6 reasonable comfort consistent with industry-wide standards for the nature of the
7 process and the work performed.

8 B. If excessive heat or humidity is created by the work process, the
9 employer shall take all feasible means to reduce such excessive heat or humidity
10 to a degree providing reasonable comfort.

11 44. By violating the wage order, Defendant is liable for civil penalties pursuant to §2698
12 *et. seq.*

13 **Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping**
14 **Requirements**

15 (Cal. Labor Code §§ 226, 1174, 1174.5, 2699 *et seq*)

16 45. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
17 incorporate said paragraphs herein by reference.

18 46. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
19 wage statements to Plaintiff and the aggrieved employees in accordance with Labor Code §§ 226
20 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and
21 aggrieved employees, and the records maintained by Defendant, have not accurately reflected
22 actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all
23 hours worked, and overtime pay, and pay for meal and rest period premium wages.

24 47. §226 (a) requires:

25 A. An employer, semimonthly or at the time of each payment of wages,
26 shall furnish to his or her employee, either as a detachable part of the check,
27 draft, or voucher paying the employee's wages, or separately if wages are paid
28 by personal check or cash, an accurate itemized statement in writing showing

(1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (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 period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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...

48. Such failures called injury to Plaintiff and others, by, among other things, impeding them from knowing the total hours worked and the amount of wages to which they are and were entitled. Defendant knowingly and intentionally failed to accurately itemize the correct gross wages earned, net wages earned, meal and rest premium pay, and total hours worked. Defendant is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

49. Finally, Defendant has violated Labor Code §432.5 for forcing Plaintiff and aggrieved employees to sign employment related contracts and documents that contained unlawful terms of employment.

FIRST CAUSE OF ACTION

Against Defendant for Violation of the Private Attorneys General Act (“PAGA”)

(California Labor Code §2698 *et seq.*)

50. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporate said paragraphs herein by reference.

51. Plaintiff is an “aggrieved employee” under PAGA, as she was employed by Defendant during the applicable statutory period and suffered one or more of the Labor Code violations set

1 forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other current and
2 former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable
3 attorneys' fees and costs.

4 52. Plaintiff seeks to recover the PAGA civil penalties through a representative action
5 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
6 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

7 53. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
8 Code provisions:

- 9 a. Failure to Pay For All Hours Worked, Including Overtime Hours Worked (Cal.
10 Labor Code §§200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 511, 558,
11 1194, 1197, 1197.1, 1198, 2698 *et seq.*, Wage Orders);
 - 12 b. Failure to Pay All Wages Owed Twice Per Month (Cal. Lab. Code §§204, 210, and
13 2698 *et seq.*)
 - 14 c. Failure to Pay Minimum Wage (Cal. Lab. Code §§200, 218.5, 226, 558, 1194,
15 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)
 - 16 d. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198,
17 2698 *et seq.*)
 - 18 e. Failure to Provide Uninterrupted Meal Breaks (Cal. Labor Code §§226, 226.7, 512,
19 558, 1198, 2699 *et seq.*)
 - 20 f. Failure to Reimburse For Required Business Expenses (Cal. Labor Code §§1198,
21 2802, 2699 *et seq.*)
 - 22 g. Failure to Properly Calculate and Pay Sick Leave Wages (Cal. Lab. Code §§246
23 and 2698 *et seq.*)
 - 24 h. Failure to Pay Wages Due Upon Termination (Cal. Lab. Code §§201, 202, 203, 256
25 and 2698 *et seq.*)
 - 26 i. Failure to Provide Safe Working Conditions – Excessive Heat (Cal. Lab. Code
27 §§1198, Wage Orders)
- 28

1 j. Failure to Provide Accurate Itemized Wage Statements & Violation of Record
2 Keeping Requirements (Cal. Labor Code §§ 226, 1174, 1174.5, 2699 *et seq.*).

3 54. With respect to violations of Labor Code §226(a), Labor Code §226.3 imposes a civil
4 penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per
5 aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved
6 employee for each subsequent violation of Labor Code §226(a).

7 55. With respect to violations of Labor Code §512, Labor Code §558 imposes a civil
8 penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations
9 for each underpaid employee for each pay period for which the employee was underpaid, and one
10 hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period
11 for which the employee was underpaid.

12 56. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per
13 pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay
14 period, per aggrieved employee for subsequent violations for all Labor Code provisions for which
15 a civil penalty is not specifically provided.

16 57. Plaintiff and the other current and former employees of Defendant are aggrieved
17 employees. They were or are employed by Defendant, and each of them, and the violations alleged
18 herein were committed against them. Plaintiff brings this action on behalf of herself and all other
19 current and former aggrieved employees.

20 58. At the time of each violation, Defendant employed one or more employees.

21 59. As a result of the aforesaid wrongful and illegal conduct of Defendant, and each of
22 them, Plaintiff and aggrieved employees are entitled to civil penalties in an amount to be
23 determined at trial, pre-judgment interest, costs and attorneys' fees.

24 60. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior
25 to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and
26 Workforce Development Agency ("LWDA") and served by certified mail upon Defendant,
27 Plaintiff through counsel notified the LWDA and Defendant of the specific Labor Code provisions
28 that Defendant has violated. The LWDA did not respond to Plaintiff's Notice within the statutory

1 timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to Labor Code
2 §2699.3, Plaintiff may now pursue their PAGA claims in this action on behalf of aggrieved
3 employees and the State of California.

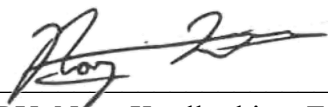
4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for
6 judgement against Defendant as follows:

- 7 1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be
8 determined at trial, but at least the jurisdictional amount of this Court;
- 9 2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g)
10 and/or other applicable law;
- 11 3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable
12 law;
- 13 4. Pre-judgement and post-judgement interest as provided by law; and
- 14 5. Such other and further relief that the Court may deem just and proper.

15
16 DATED: July 18, 2024

KOUL LAW FIRM, APC

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19 BY: Nazo Koulloukian, Esq.
20 Attorneys for Plaintiff LIZBETH SERRANO, and
21 all aggrieved employees
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