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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

MYNICA ROBERTS, on behalf of herself,
the State of California, and the Aggrieved
Employees,

Plaintiff,

vs.

RES-CARE CALIFORNIA INC d/b/a
RCCA SERVICES; RES-CARE, INC.
d/b/a BRIGHTSPRING HEALTH
SERVICES, and DOES 1 through 100,
inclusive

Defendant(s),

Case No. **24CV014138**

**COMPLAINT FOR PENALTIES
PURSUANT TO SECTIONS 2699(a) AND (f)
OF THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

1 Plaintiff Mynica Roberts (“Plaintiff”), on behalf of the State of California and Aggrieved
2 Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff Mynica Roberts (“Plaintiff”) brings this class action on behalf of herself and
5 other similarly situated individuals against Res-Care California Inc. d/b/a RCCA Services
6 (“RCCA”), Res-Care, Inc. d/b/a BrightSpring Health Services (“BrightSpring”) (Collectively “Res-
7 Care” or “Defendants”), on behalf of the State of California and the Aggrieved Employees to collect
8 statutory penalties as a result of Defendant’s systematic violations of California labor law with
9 respect to Defendant’s non-exempt, hourly workers employed in the State of California (“Aggrieved
10 Employees”).

11 2. Plaintiff and Aggrieved Employees are current and former non-exempt, hourly
12 workers who have worked for Defendant in California.¹

13 3. This action stems from Defendants’ policies and practices of: (1) failing to
14 compensate Plaintiff and Aggrieved Employees for all hours worked; (2) failing to pay Plaintiff and
15 Aggrieved Employees minimum wage for all hours worked; (3) failing to pay Plaintiff and
16 Aggrieved Employees overtime wages; (4) failing to authorize and permit Plaintiff and Aggrieved
17 Employees to take meal periods to which they are entitled by law, and failing to pay premium
18 compensation for missed meal periods; (5) failing to authorize and permit Plaintiff and Aggrieved
19 Employees to take rest periods to which they are entitled by law, and failing to pay premium
20 compensation for missed rest periods; (6) failing to provide Plaintiff and Aggrieved Employees true
21 and accurate itemized wage statements; (7) failing to reimburse Plaintiff and Aggrieved Employees
22 for necessary business expenses; and (8) failing to timely pay Aggrieved Employees full wages
23 during employment and upon separation from employment.

24 4. Plaintiff, on behalf of the State of California, seeks to recover penalties and
25 reasonable attorneys’ fees for these violations pursuant to Sections 2699(a) and (f) of the California
26 Labor Code Private Attorneys General Act (“PAGA”).

27
28 ¹ Although Plaintiff is a former employee, the Aggrieved Employees include current and former
employees. For ease of discussion, the allegations herein are made in the present tense.

PARTIES

5. Plaintiff Mynica Roberts is an individual over the age of eighteen, and at all times mentioned in this Complaint was a resident of the State of California.

6. Plaintiff was employed by Defendants as a Direct Support Professional from approximately April 13, 2020, until March 2024. Plaintiff worked for Defendants in Carmichael, California.

7. The Aggrieved Employees are all current and former hourly, non-exempt employees of Defendants, including but not limited to hourly paid direct support professionals, caregivers, certified nursing assistants, direct support leads, certified registered nurses, and other positions with similar job duties in California, and other employees with similar job duties in the State of California.

8. Plaintiff is informed, believes, and thereon alleges that Res-Care California Inc. d/b/a RCCA Services is a Delaware corporation headquartered in Louisville, Kentucky. RCCA is registered to do business in California, does business in California and employs and/or employed hourly, non-exempt employees, including Plaintiff and the Aggrieved Employees in California. RCCA may be served with process by serving its registered agent, CSC Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Sacramento, California 95833.

9. Plaintiff is informed, believes, and thereon alleges that Res-Care, Inc. d/b/a BrightSpring Health Services is a Delaware corporation headquartered in Louisville, Kentucky. BrightSpring is registered to do business in California, does business in California and employs and/or employed hourly, non-exempt employees, including Plaintiff and the Aggrieved Employees in California. BrightSpring may be served with process by serving its registered agent, CSC Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Sacramento, California 95833.

10. Plaintiff is informed, believes, and thereon alleges that Defendants' business in California and employs and employed hourly, non-exempt employees, including Plaintiff and Aggrieved Employees in California.

11. Defendants employ and/or employed Plaintiff and Aggrieved Employees because Defendants, directly or indirectly, control the employment terms, pay practices, timekeeping

1 practices, and daily work of Plaintiff and Aggrieved Employees.

2 12. Plaintiff is informed, believes, and thereon alleges that each and every one of the acts
3 and omissions alleged herein were performed by, and/or attributable to, Defendants, and that said
4 acts and failures to act were within the course and scope of said agency, employment and/or
5 direction and control.

6 13. Plaintiff is informed, believes, and thereon alleges that Defendants are the agents,
7 partners, joint venturers, joint employers, representatives, servants, employees, co-conspirators and
8 assigns, each of the other, and at all times relevant hereto have acted within the course and scope of
9 their authority as such agents, partners, joint venturers, representatives, servants, employees, co-
10 conspirators and/or assigns, and all acts or omissions alleged herein have been duly committed with
11 the ratification, knowledge, permission, encouragement, authorization and/or consent of each
12 defendant.

13 14. At all material times, Defendants have done business under the laws of California,
14 have had places of business in California, including in this County, and have employed Aggrieved
15 Employees in this County and elsewhere throughout California. Defendants are “persons” as
16 defined in Cal. Lab. Code § 18 and “employers” as that term is used in the Labor Code and the IWC
17 Wage Orders regulating wages, hours, and working conditions.

18 **JURISDICTION AND VENUE**

19 15. Venue is proper in this County pursuant to Cal. Code Civ. Proc. §§ 393(a) and/or
20 395.5. Defendants conduct business and employ Aggrieved Employees in this County, and therefore
21 the liability and the cause or some part of the cause arose in this County.

22 16. This Court has jurisdiction over Plaintiff’s claims for penalties pursuant to the PAGA.
23 The Court also has jurisdiction over Defendants because they are authorized to do business in the
24 State of California, and because Defendants do in fact do business and employ workers in the State
25 of California.

26 **FACTUAL ALLEGATIONS**

27 17. Upon information and belief, Res-Care California Inc. d/b/a RCCA Services is a
28 leading provider of home and community health-based health services in need of specialized and/or

1 chronic care and is a senior living provider that offers residents respite care, skilled nursing, and
2 short-term rehabilitation. Plaintiff is informed, believes, and thereon alleges that Defendant employs
3 hundreds of hourly, non-exempt workers similarly situated to Plaintiff in California.

4 18. Upon information and belief, Res-Care, Inc. d/b/a BrightSpring Health Solutions is a
5 leading provider of home and community health-based health services for individuals in need of
6 specialized and/or chronic care.

7 19. Plaintiff worked for Defendants as a Direct Support Professional in Carmichael,
8 California from approximately April 13, 2020, until March 2024. Plaintiff was classified as an
9 hourly, non-exempt employee and was paid an hourly rate of \$15.71 per hour.

10 20. Plaintiff is informed, believes, and thereon alleges that Defendants employ and have
11 employed hundreds, if not thousands, of hourly, non-exempt Aggrieved Employees.

12 21. Defendants employ Aggrieved Employees in a similar manner throughout California,
13 including in this County, and Aggrieved Employees perform work materially similar to Plaintiff.
14 Defendant pays Aggrieved Employees, including Plaintiff, on an hourly rate basis.

15 22. Plaintiff is informed, believes, and thereon alleges that the policies and practices of
16 Defendants have at all relevant times been similar for Plaintiff and Aggrieved Employees, regardless
17 of job title, facility, or location in California.

18 23. Aggrieved Employees are required to follow and abide by common work, time, and
19 pay policies and procedures in the performance of their jobs and duties.

20 24. At the end of each pay period, Aggrieved Employees receive wages from Defendants
21 that are determined by common systems and methods that Defendants select and control.

22 25. Defendants regularly fail to provide Plaintiff and Aggrieved Employees compliant
23 meal and rest periods. Defendants' policies, practices, and procedures require Plaintiff and
24 Aggrieved Employees to routinely skip their meal and rest periods, yet do not provide them with
25 requisite premium payments for missed meal and rest periods.

26 26. Plaintiff and Aggrieved Employees are not provided with an uninterrupted, off-duty
27 30-minute meal period before the fifth hour of work, or a second meal break before the tenth hour
28 of work on days when they work shifts of ten (10) hours or more. For example, Plaintiff and

1 Aggrieved Employees regularly are not able to take their meal period due to issues with low staffing.

2 27. When Plaintiff and Aggrieved Employees do attempt to take a meal period, they are
3 not provided duty-free, uninterrupted, and timely thirty-minute meal periods during which they
4 should be completely relieved of any duty, by the end of the fifth hour of work. When Plaintiff did
5 take a meal period, it was interrupted, short, and/or taken after the fifth hour of work.

6 28. In addition, Plaintiff and the Aggrieved Employees were expected to be on-call during
7 their meal breaks and were often interrupted to attend patients/residents.

8 29. As a result, Aggrieved Employees are not provided with duty-free, uninterrupted,
9 timely thirty-minute meal periods by the end of the fifth and tenth hour of work, nor do they receive
10 the proper premium payments for non-compliant meal breaks.

11 30. Additionally, Plaintiff and Aggrieved Employees are routinely denied compliant rest
12 periods. Much like the reasons that Plaintiff and Aggrieved Employees are denied compliant meal
13 periods, Plaintiff and Aggrieved Employees do not receive compliant rest periods because they are
14 too busy to find the time for rest periods, Defendants are too understaffed for Plaintiff and Aggrieved
15 Employees to be relieved from their duties, and Defendants require that Plaintiff and Aggrieved
16 Employees cut their rest periods short to assist with clients or complete further work tasks.

17 31. As a result, Plaintiff and Aggrieved Employees are not provided with uninterrupted,
18 ten-minute rest periods, during which they should be completely relieved of any duty, by the end of
19 the fourth hour of work, and again, by the end of the eighth hour of work. Aggrieved Employees do
20 not receive the proper premium payments for non-compliant rest breaks.

21 32. Plaintiff is informed, believes, and thereon alleges that Defendants utilize and apply
22 these meal and rest period policies and practices across all Defendants' facilities throughout
23 California and across all Aggrieved Employee job titles.

24 33. Further, Defendants maintains a policy and/or practice of failing to properly
25 compensate Plaintiff and the Aggrieved Employees for work related tasks performed while "off-
26 the-clock." As mentioned above, Defendants require Plaintiff and Aggrieved Employees to clock
27 out for thirty-minute meal periods even though they are on-call, and they continue to work. This
28 policy results in Plaintiff and Aggrieved Employees working up to 30 minutes of unpaid, off-the-

1 clock work every shift. Additionally, Defendants refuse to authorize Aggrieved Employees to work
2 overtime hours, but still require Aggrieved Employees to finish their immense daily workload,
3 which forces Aggrieved Employees to complete their assignments off-the-clock outside of their
4 scheduled shifts or face repercussions. Defendants' policies cause Plaintiff and Aggrieved
5 Employees to work hours every week for the benefit of Defendants off-the-clock that goes
6 unrecorded and therefore uncompensated.

7 34. Throughout the relevant time period, Plaintiff and Aggrieved Employees have been
8 denied proper payment for all hours worked, including overtime and minimum wages, for the time
9 spent working off-the-clock. For instance, Plaintiff and Aggrieved Employees do not receive
10 overtime compensation for time spent working off-the-clock outside of their scheduled shifts and
11 during noncompliant meal periods when the hours worked are in excess of eight hours per day and
12 forty hours per week. However, Defendants fail to pay for any of this work time, including the
13 required overtime premiums, in violation of the Cal. Lab. Code.

14 35. As a result of these policies and/or practices, Plaintiff and Aggrieved Employees are
15 denied compensation for all hours worked, including minimum wages and overtime.

16 36. Plaintiff is informed, believes, and thereon alleges that Defendants utilizes the same
17 or substantially similar timekeeping mechanisms throughout all their facilities in California.

18 37. Defendants' common course of wage-and-hour abuse includes routinely failing to
19 maintain true and accurate records of the hours worked by Plaintiff and Aggrieved Employees.
20 Defendants fail to record hours that Plaintiff and Aggrieved Employees work off-the-clock, as well
21 as non-compliant meal and rest periods.

22 38. Defendants' failure to record all hours worked results in Defendants' failure to
23 provide Plaintiff and Aggrieved Employees with itemized and accurate wage statement as required
24 by California law. Plaintiff and Aggrieved Employees receive wage statements that do not reflect
25 all hours worked, including overtime and premiums for non-compliant meal and rest periods.

26 39. Plaintiff and Aggrieved Employees do not receive premium payments for missed,
27 interrupted and/or untimely meal and rest breaks. Furthermore, Plaintiff and the Aggrieved
28 Employees actual hours worked are not properly reflected in the wage statements nor is their proper

1 regular rate accurately reflected due to split shifts and bonuses and other compensation that affects
2 the regular rate of pay. Defendant also fails to put in writing the total hours as required under Cal.
3 Lab. Code section 226(a)(2) for all wage statements provided to Plaintiff and the Aggrieved
4 Employees. Therefore, Plaintiff and Aggrieved Employees do not receive accurate, itemized wage
5 statements.

6 40. Defendants also fail to provide Plaintiff and Aggrieved Employees reimbursement
7 for all necessary expenditures or losses incurred by Plaintiff and Aggrieved Employees in direct
8 consequence of the discharge of their duties, or as a result of their obedience to the directions of
9 Defendants. Defendants regularly require Plaintiff and Aggrieved Employees to pay out-of-pocket
10 expenses necessary to perform their daily work assignments. For example, Plaintiff was required to
11 use her personal cell phone to clock in and out of Defendants' timekeeping system. Plaintiff also
12 used her personal cell phone to communicate with clients and supervisors regarding her work-
13 related duties. Defendants do not reimburse for this cell phone use. Defendants' failure to properly
14 reimburse Plaintiff and Aggrieved Employees for necessarily incurred business expenses give rise
15 to violations of Cal. Lab. Code section 2802.

16 41. Upon information and belief, Defendants institute the same or substantially similar
17 policy across California that results in hundreds of Aggrieved Employees not being reimbursed for
18 business expenditures incurred for the benefit of Defendants.

19 42. Further, Defendants do not provide Plaintiff and Aggrieved Employees who are
20 former employees of Defendants with full and timely payment of all wages owed upon separation
21 from employment. At the time their employment ends, Plaintiff and Aggrieved Employees are owed
22 wages for all time worked, overtime, and missed meal and rest periods, whether their termination
23 was voluntary or involuntary; yet Defendants have failed to provide Plaintiff and Aggrieved
24 Employees with such payments within the required time period. As a result, and pursuant to the Cal.
25 Lab. Code, Defendants are subject to waiting time penalties.

26 43. Plaintiff is informed, believes, and thereon alleges that Defendants are well aware
27 that their policies and practices deprive Plaintiff and Aggrieved Employees of substantial pay for
28 all time worked, including overtime compensation and minimum wages, and that their workers do

1 not receive legally compliant meal and rest periods. Thus, Defendants’ denial of wages, compliant
2 meal and rest periods, and premium payments is and/or was deliberate and willful.

3 44. Plaintiff is informed, believes, and thereon alleges that Defendants’ unlawful conduct
4 has been widespread, repeated, and consistent as to Aggrieved Employees throughout California.

5 45. Defendants’ conduct is willful, carried out in bad faith, and triggers significant civil
6 penalties in an amount to be determined at trial.

7 **FIRST CAUSE OF ACTION**

8 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**
9 **for Violations of Cal. Lab. Code §§ 204, 1194, and 1198**
10 **(Failure to Pay for all Hours Worked)**

11 46. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
12 herein.

13 47. Plaintiff alleges that Defendants willfully engages in a policy and practice of not
14 compensating Aggrieved Employees for all hours worked or spent in Defendants’ control.
15 Defendants regularly require Aggrieved Employees to perform uncompensated off-the-clock work.

16 48. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by
17 employees of every description, whether the amount is fixed or ascertained by the standard of time,
18 task, piece, commission basis or method of calculation.”

19 49. Cal. Lab. Code § 204(a) provides that “[a]ll wages ... earned by any person in any
20 employment are due and payable twice during each calendar month....”

21 50. Cal. Lab. Code § 1194(a) provides as follows:

22 Notwithstanding any agreement to work for a lesser wage, any employee receiving
23 less than the legal minimum wage or the legal overtime compensation applicable to
24 the employee is entitled to recover in a civil action the unpaid balance of the full
amount of this minimum wage or overtime compensation, including interest thereon,
reasonable attorneys’ fees, and costs of suit.

25 51. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
26 conditions that violate the Wage Order.

27 52. The applicable IWC Wage Orders define hours worked as “the time during which an
28 employee is subject to the control of an employer, and includes all the time the employee is suffered

1 or permitted to work, whether or not required to do so.”

2 53. In violation of California law, Defendants knowingly and willfully refuse to provide
3 Aggrieved Employees with compensation for all time worked. Defendants intentionally and
4 willfully require Plaintiff and Aggrieved Employees to perform tasks while off-the-clock outside of
5 their scheduled shifts and to remain on duty during their scheduled shifts, including during rest
6 periods and while clocked out for meal periods. Plaintiff and Aggrieved Employees are regularly
7 required to work off-the-clock, time which Defendants neither record nor compensates them for.
8 Defendants do not account for this off-the-clock work when compensating Plaintiff and Aggrieved
9 Employees, resulting in widespread under-compensation of Aggrieved Employees.

10 54. Therefore, Defendants committed, and continue to commit, the acts alleged herein
11 knowingly and willfully, and in conscious disregard of the Aggrieved Employees’ rights.

12 55. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100)
13 for each Aggrieved Employee per pay period for the initial violation of a Labor Code provision that
14 does not provide a civil penalty if, at the time of the violation, the employer employs one or more
15 employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for
16 each Aggrieved Employee per pay period for each subsequent violation of a Labor Code provision
17 that does not provide a civil penalty if, at the time of the violation, the employer employs one or
18 more employees.

19 56. Plaintiff seeks to recover civil penalties from Defendants for their failure to pay for
20 all hours worked in violation of Cal. Lab. Code §§ 204, 1194, and 1198 throughout California on
21 behalf of herself, the State of California, and other Aggrieved Employees pursuant to Cal. Lab. Code
22 § 2699(f).

23 57. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for the
24 unlawful conduct alleged herein, on behalf of the State, other Aggrieved Employees, and herself,
25 for Defendants’ violations of Labor Code provisions including but not limited to Cal. Lab. Code §
26 558(a).

27 58. On May 1, 2024, Plaintiff gave written notice to the LWDA and to Defendants of her
28 intent to pursue civil penalties for Defendants’ failure to pay for all hours worked in violation of

1 Cal. Lab. Code §§ 204, 558(a), and 1194 pursuant to the PAGA. Over 65 days have passed since
2 Plaintiff provided the LWDA with notice, yet, Plaintiff has not received a response from the LWDA
3 or Defendants. Accordingly, pursuant to Cal. Lab. Code § 2699.3(2)(a), Plaintiff has satisfied the
4 administrative prerequisites to commence a PAGA action.

5 59. Defendants are liable to Plaintiff, the State of California, and Aggrieved Employees
6 for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to
7 an award of attorneys' fees and costs as set forth below.

8 60. Wherefore, Plaintiff requests relief as hereinafter provided.

9 **SECOND CAUSE OF ACTION**

10 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

11 **for Violations of Cal. Lab. Code §§ 1182.12, 1194, and 1197**

12 **(Failure to Pay Minimum Wage)**

13 61. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
14 herein.

15 62. During the applicable statutory period, Cal. Lab. Code §§ 1182.12 and 1197, and the
16 Minimum Wage Order were in full force and effect, and required that Defendant's hourly employees
17 receive the minimum wage for all hours worked irrespective of whether nominally paid on a piece
18 rate, or any other basis, at the rate of fourteen dollars (\$14.00) commencing January 1, 2021; and at
19 the rate of fifteen dollars (\$15.00) commencing January 1, 2022.

20 63. Cal. Lab. Code § 1194(a) provides as follows:

21 Notwithstanding any agreement to work for a lesser wage, any employee receiving
22 less than the legal minimum wage or the legal overtime compensation applicable to
23 the employee is entitled to recover in a civil action the unpaid balance of the full
amount of this minimum wage or overtime compensation, including interest thereon,
reasonable attorneys' fees, and costs of suit.

24 64. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
25 conditions that violate the Wage Orders.

26 65. Because of Defendants' policies and practices with regard to compensating Plaintiff
27 and Aggrieved Employees, Defendants have failed to pay minimum wages as required by law. For
28 instance, Plaintiff and the Aggrieved Employees frequently perform work off-the-clock and during

1 noncompliant meal periods for which they are compensated below the statutory minimum wage, as
2 determined by the IWC.

3 66. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100)
4 for each Aggrieved Employee per pay period for the initial violation of a Labor Code provision that
5 does not provide a civil penalty if, at the time of the violation, the employer employs one or more
6 employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for
7 each Aggrieved Employee per pay period for each subsequent violation of a Labor Code provision
8 that does not provide a civil penalty if, at the time of the violation, the employer employs one or
9 more employees.

10 67. Plaintiff seeks to recover civil penalties from Defendants for their failure to pay
11 minimum wages in violation of Cal. Lab. Code §§ 1182.12, 1194, and 1197 throughout California
12 on behalf of herself, the State of California, and other Aggrieved Employees pursuant to Cal. Lab.
13 Code § 2699(f).

14 68. On May 1, 2024, Plaintiff gave written notice to the LWDA and to Defendants of her
15 intent to pursue civil penalties for Defendants' failure to pay minimum wages in violation of Cal.
16 Lab. Code §§ 558(a) and 1194 pursuant to the PAGA. Over 65 days have passed since Plaintiff
17 provided the LWDA with notice, yet, Plaintiff has not received a response from the LWDA or
18 Defendants. Accordingly, pursuant to Cal. Lab. Code § 2699.3(2)(a), Plaintiff has satisfied the
19 administrative prerequisites to commence a PAGA action.

20 69. Defendants are liable to Plaintiff, the State of California, and Aggrieved Employees
21 for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to
22 an award of attorneys' fees and costs as set forth below.

23 70. Wherefore, Plaintiff requests relief as hereinafter provided.

24 **THIRD CAUSE OF ACTION**

25 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

26 **for Violations of Cal. Lab. Code §§ 510 and 1194**

27 **(Failure to Pay Overtime Wages)**

28 71. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth

1 herein.

2 72. Defendants do not properly compensate Aggrieved Employees with appropriate
3 overtime premiums, as required by California law. For instance, Plaintiff and Aggrieved Employees
4 do not receive overtime compensation for time spent working off-the-clock outside of their
5 scheduled shifts and during noncompliant meal periods when the hours worked are in excess of
6 eight (8) hours per day and forty (40) hours per week.

7 73. Cal. Lab. Code § 510(a) provides as follows:

8 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
9 one workday and any work in excess of 40 hours in any one workweek and the first
10 eight hours worked on the seventh day of work in any one workweek shall be
11 compensated at the rate of no less than one and one-half times the regular rate of pay
12 for an employee. Any work in excess of 12 hours in one day shall be compensated at
13 the rate of no less than twice the regular rate of pay for an employee.

12 74. Cal. Lab. Code § 1194(a) provides as follows:

13 Notwithstanding any agreement to work for a lesser wage, any employee receiving
14 less than the legal minimum wage or the legal overtime compensation applicable to
15 the employee is entitled to recover in a civil action the unpaid balance of the full
16 amount of this minimum wage or overtime compensation, including interest thereon,
17 reasonable attorneys' fees, and costs of suit.

16 75. Cal. Lab. Code § 200 defines wages as "all amounts of labor performed by employees
17 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
18 commission basis or other method of calculation." All such wages are subject to California's
19 overtime requirements, including those set forth above.

20 76. Defendants' policies and practices of requiring Aggrieved Employees to perform
21 work off-the-clock are unlawful and result in overtime violations. As a result of these unlawful
22 policies and practices, Aggrieved Employees have worked overtime hours for Defendants without
23 being paid overtime premiums in violation of the Labor Code, the applicable IWC Wage Orders,
24 and other applicable law.

25 77. Defendants knowingly and willfully refuse to perform their obligations to compensate
26 Aggrieved Employees for all premium wages for overtime work.

27 78. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100)
28 for each Aggrieved Employee per pay period for the initial violation of a Labor Code provision that

1 does not provide a civil penalty if, at the time of the violation, the employer employs one or more
2 employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for
3 each Aggrieved Employee per pay period for each subsequent violation of a Labor Code provision
4 that does not provide a civil penalty if, at the time of the violation, the employer employs one or
5 more employees.

6 79. Plaintiff seeks to recover civil penalties from Defendants for their failure to pay
7 overtime wages in violation of Cal. Lab. Code §§ 510 and 1194 and the applicable wage orders
8 throughout California on behalf of herself, the State of California, and other Aggrieved Employees
9 pursuant to Cal. Lab. Code § 2699(f).

10 80. On May 1, 2024, Plaintiff gave written notice to the LWDA and to Defendants of her
11 intent to pursue civil penalties for Defendants' failure to pay overtime wages in violation of Cal.
12 Lab. Code §§ 510, 558(a), and 1194 pursuant to the PAGA. Over 65 days have passed since Plaintiff
13 provided the LWDA with notice, yet, Plaintiff has not received a response from the LWDA or
14 Defendants. Accordingly, pursuant to Cal. Lab. Code § 2699.3(2)(a), Plaintiff has satisfied the
15 administrative prerequisites to commence a PAGA action.

16 81. Defendants are liable to Plaintiff, the State of California, and Aggrieved Employees
17 for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to
18 an award of attorneys' fees and costs as set forth below.

19 82. Wherefore, Plaintiff requests relief as hereinafter provided.

20 **FOURTH CAUSE OF ACTION**

21 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

22 **for Violations of Cal. Lab. §§ 226.7 and 512**

23 **(Meal Periods)**

24 83. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
25 herein.

26 84. Cal. Lab. Code §§ 226.7 and 512 and the applicable Wage Orders requires Defendants
27 to authorize and permit meal periods to its employees. Cal. Lab. Code §§ 226.7 and 512 and the
28 applicable Wage Orders prohibit employers from employing an employee for more than five hours

1 without a meal period of not less than thirty minutes. Unless the employee is relieved of all duty
2 during the thirty-minute meal period, the employee is considered “on duty” and the meal period is
3 counted as time worked under the applicable Wage Orders.

4 85. Cal. Lab. Code § 512(a) provides:

5 An employer shall not employ an employee for a work period of more than five hours
6 per day without providing the employee with a meal period of not less than 30 minutes,
7 except that if the total work period per day of the employee is no more than six hours,
8 the meal period may be waived by mutual consent of both the employer and employee.
9 An employer shall not employ an employee for a work period of more than 10 hours
per day without providing the employee with a second meal period of not less than 30
minutes, except that if the total hours worked is no more than 12 hours, the second
meal period may be waived by mutual consent of the employer and the employee only
if the first meal period was not waived

10 86. Under Cal. Lab. Code § 226.7(b) and the applicable Wage Orders, an employer who
11 fails to authorize, permit, and/or make available a required meal period must, as compensation, pay
12 the employee one hour of pay at the employee’s regular rate of compensation for each workday that
13 the meal period was not authorized and permitted.

14 87. Despite these requirements, Defendants knowingly and willfully refuse to perform
15 their obligations to authorize and permit and/or make available to Plaintiff and Aggrieved
16 Employees the ability to take the off-duty meal periods to which they are entitled.

17 88. Plaintiff and Aggrieved Employees are routinely denied compliant meal periods for
18 at least three reasons: (1) Defendants do not provide an adequate number of staff so that Plaintiff
19 and Aggrieved Employees can get relief from their duties to take meal periods; (2) Defendants
20 require Plaintiff and Aggrieved Employees to remain on duty during their meal periods and to be
21 available to assist clients; and (3) Plaintiff and Aggrieved Employees are often too busy attempting
22 to complete the work assigned to them by Defendants to have time to take bona fide meal periods.
23 As such, Defendants do not provide Plaintiff and Aggrieved Employees with duty-free,
24 uninterrupted, and timely thirty-minute meal periods during which Plaintiff and Aggrieved
25 Employees should be completely relieved of any duty, by the end of the fifth hour of work. Plaintiff
26 is informed, believes, and thereon alleges that this policy and practice applies to all Aggrieved
27 Employees.

28 89. Defendants also fail to pay Plaintiff and Aggrieved Employees one hour of pay for

1 each off-duty meal period that they are denied. Defendants' conduct described herein violates Cal.
2 Lab. Code §§ 226.7 and 512.

3 90. On information and belief, Defendants' conduct has been substantially the same at all
4 relevant times and to all Aggrieved Employees throughout the state of California.

5 91. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100)
6 for each Aggrieved Employee per pay period for the initial violation of a Labor Code provision that
7 does not provide a civil penalty if, at the time of the violation, the employer employs one or more
8 employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for
9 each Aggrieved Employee per pay period for each subsequent violation of a Labor Code provision
10 that does not provide a civil penalty if, at the time of the violation, the employer employs one or
11 more employees.

12 92. Plaintiff seeks to recover civil penalties from Defendants for their violations of the
13 meal period requirements of Cal. Lab. Code §§ 226.7 and 512 throughout California on behalf of
14 herself, the State of California, and other Aggrieved Employees pursuant to Cal. Lab. Code §
15 2699(f).

16 93. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for the
17 unlawful conduct alleged herein, on behalf of the State, other Aggrieved Employees, and herself,
18 for Defendants' violations of Labor Code provisions including but not limited to Cal. Lab. Code §§
19 512.

20 94. On May 1, 2024, Plaintiff gave written notice to the Labor and Workforce
21 Development Agency ("LWDA") and to Defendants of her intent to pursue civil penalties for
22 Defendants' violations of the meal period requirements of Cal. Lab. Code §§ 226.7, 512, and 558
23 pursuant to the PAGA. Over 65 days have passed since Plaintiff provided the LWDA with notice,
24 yet, Plaintiff has not received a response from the LWDA or Defendants. Accordingly, pursuant to
25 Cal. Lab. Code § 2699.3(2)(a), Plaintiff has satisfied the administrative prerequisites to commence
26 a PAGA action.

27 95. Defendants are liable to Plaintiff, the State of California, and Aggrieved Employees
28 for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to

1 an award of attorneys' fees and costs as set forth below.

2 96. Wherefore, Plaintiff requests relief as hereinafter provided.

3 **FIFTH CAUSE OF ACTION**

4 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

5 **for Violations of Cal. Lab. Code § 226.7**

6 **(Rest Periods)**

7 97. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
8 herein.

9 98. Cal. Lab. Code § 226.7 and the applicable Wage Orders require Defendants to
10 authorize and permit rest periods to their employees. Cal. Lab. Code § 226.7 and the applicable
11 Wage Orders require employers to authorize and permit employees to take ten minutes of net rest
12 time per four hours or major fraction thereof of work, and to pay employees their full wages during
13 those rest periods. Unless the employee is relieved of all duty during the ten-minute rest period, the
14 employee is considered "on duty" and the rest period is counted as time worked under the applicable
15 Wage Orders.

16 99. Under Cal. Lab. Code § 226.7(b) and the applicable Wage Orders, an employer must
17 pay an employee denied a required rest period one hour of pay at the employee's regular rate of
18 compensation for each workday that the rest period was not authorized and permitted and/or not
19 made available.

20 100. Despite these requirements, Defendants knowingly and willfully refuse to perform
21 their obligation to authorize and permit and/or make available to Plaintiff and Aggrieved Employees
22 the ability to take the off-duty rest periods to which they are entitled. Much like the reasons that
23 Plaintiff and Aggrieved Employees are denied compliant meal periods, Plaintiff and Aggrieved
24 Employees do not receive compliant rest periods because they are too busy to find the time for rest
25 periods, Defendants are too understaffed for Plaintiff and Aggrieved Employees to be relieved from
26 their duties, and Defendants require that Plaintiff and Aggrieved Employees cut their rest periods
27 short to assist with clients or complete further work assignments.

28 101. As a result of Defendants' policies and practices, Aggrieved Employees are routinely

1 denied the opportunity to take legally compliant rest periods. Plaintiff is informed, believes, and
2 thereon alleges that this policy and practice applies to all Aggrieved Employees.

3 102. Defendants also fail to pay Plaintiff and Aggrieved Employees one hour of pay for
4 each off-duty rest period that they are denied. Defendants' conduct described herein violates Cal.
5 Lab. Code § 226.7.

6 103. On information and belief, Defendants' conduct has been substantially the same at all
7 relevant times for all Aggrieved Employees throughout the state of California.

8 104. Cal. Lab. § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100) for each
9 Aggrieved Employee per pay period for the initial violation of a Labor Code provision that does not
10 provide a civil penalty if, at the time of the violation, the employer employs one or more employees.
11 Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for each
12 Aggrieved Employee per pay period for each subsequent violation of a Labor Code provision that
13 does not provide a civil penalty if, at the time of the violation, the employer employs one or more
14 employees.

15 105. Plaintiff seeks to recover civil penalties from Defendants for their violations of the
16 rest period requirements of Cal. Lab. Code § 226.7 throughout California on behalf of herself, the
17 State of California, and other Aggrieved Employees pursuant to Cal. Lab. Code § 2699(f).

18 106. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for the
19 unlawful conduct alleged herein, on behalf of the State, other Aggrieved Employees, and herself,
20 for Defendants' violations of Labor Code provisions including but not limited to Cal. Lab. Code §
21 558(a).

22 107. On May 1, 2024, Plaintiff gave written notice to the Labor and Workforce
23 Development Agency ("LWDA") and to Defendants of her intent to pursue civil penalties for
24 Defendants' violations of the meal period and rest period requirements of Cal. Lab. Code §§ 226.7
25 and 558(a) pursuant to the PAGA. Over 65 days have passed since Plaintiff provided the LWDA
26 with notice, yet, Plaintiff has not received a response from the LWDA or Defendants. Accordingly,
27 pursuant to Cal. Lab. Code § 2699.3(2)(a), Plaintiff has satisfied the administrative prerequisites to
28 commence a PAGA action.

1 108. Defendants are liable to Plaintiff, the State of California, and Aggrieved Employees
2 for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to
3 an award of attorneys' fees and costs as set forth below.

4 109. Wherefore, Plaintiff requests relief as hereinafter provided.

5 **SIXTH CAUSE OF ACTION**

6 **Penalties Pursuant to Cal. Lab. Code § 2699(a)**

7 **for Violations of Cal. Lab. Code § 226**

8 **(Accurate, Itemized Wage Statements)**

9 110. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
10 herein.

11 111. Defendants do not provide Plaintiff and the Aggrieved Employees with accurate
12 itemized wage statements as required by California law, as a result of the meal and rest period, off-
13 the-clock work, and overtime violations set forth above, and Defendants' failure to provide premium
14 pay for the missed meal and rest periods.

15 112. Cal. Lab. Code § 226(a) provides:

16 An employer, semimonthly or at the time of each payment of wages, shall furnish to
17 his or her employee, either as a detachable part of the check, draft, or voucher paying
18 the employee's wages, or separately if wages are paid by personal check or cash, an
19 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
20 worked by the employee, except as provided in subdivision (j), (3) the number of
21 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
22 rate basis, (4) all deductions, provided that all deductions made on written orders of
23 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
24 inclusive dates of the period for which the employee is paid, (7) the name of the
25 employee and only the last four digits of his or her social security number or an
26 employee identification number other than a social security number, (8) the name and
27 address of the legal entity that is the employer ... and (9) all applicable hourly rates in
28 effect during the pay period and the corresponding number of hours worked at each
hourly rate by the employee ... The deductions made from payment of wages shall be
recorded in ink or other indelible form, properly dated, showing the month, day, and
year, and a copy of the statement and the record of the deductions shall be kept on file
by the employer for at least three years at the place of employment or at a central
location within the State of California.

113. The applicable IWC Wage Orders also establish this requirement.

114. Cal. Lab. Code § 226(e)(1) provides:

An employee suffering injury as a result of a knowing and intentional failure by an

1 employer to comply with subdivision (a) is entitled to recover the greater of all actual
2 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
3 one hundred dollars (\$100) per employee for each violation in a subsequent pay
period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is
entitled to an award of costs and reasonable attorney's fees.

4 115. Due to the failure to pay one hour of premium pay to Plaintiff and the Aggrieved
5 Employees for each missed or noncompliant meal or rest period, along with the off-the-clock work,
6 and overtime violations, the wage statements Defendants provides their employees, including the
7 Aggrieved Employees, do not reflect the actual gross wages earned, actual net wages earned, actual
8 hours worked, or the appropriate applicable hourly rates. Accordingly, Defendants have knowingly
9 and willfully failed to provide timely, accurate itemized wage statements to Plaintiff and the
10 Aggrieved Employees in accordance with Cal. Lab. Code § 226 and the IWC Wage Orders.

11 116. On information and belief, Defendants' conduct has been substantially the same at all
12 relevant times throughout the state of California.

13 117. Cal. Lab. Code § 2699(a) permits an Aggrieved Employee to recover any civil penalty
14 to be assessed and collected by the LWDA for a violation of the Labor Code on behalf of herself
15 and other current or former employees pursuant to the procedures set forth in Cal. Lab. Code §
16 2699.3. Cal. Lab. Code § 2699(a) provides:

17 Notwithstanding any other provision of law, any provision of this code that provides
18 for a civil penalty to be assessed and collected by the Labor and Workforce
19 Development Agency or any of its departments, divisions, commissions, boards,
20 agencies or employees, for a violation of this code, may, as an alternative, be recovered
through a civil action brought by an Aggrieved Employee on behalf of himself or
herself and other current or former employees.

21 118. Plaintiff seeks to recover civil penalties from Defendants pursuant to Cal. Lab. Code
22 § 2699(a) for each failure by Defendants, alleged above, to provide Plaintiff and Aggrieved
23 Employees an accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a) in the
24 amounts established by Cal. Lab. Code § 226(e). Plaintiff seeks such penalties as an alternative to
25 the penalties available under Cal. Lab. Code § 226(e), as prayed for herein.

26 119. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each
27 failure by Defendants, alleged above, to provide Plaintiff and Aggrieved Employees an accurate,
28 itemized wage statement in compliance with Cal. Lab. Code § 226(a) in the amounts established by

1 Cal. Lab. Code § 226.3. In addition, Plaintiff seeks penalties in the amount established by Cal. Lab.
2 Code § 226(e)(1).

3 120. On May 1, 2024, Plaintiff gave written notice to the LWDA and to Defendants of her
4 intent to pursue civil penalties for Defendants' failure to provide accurate, itemized wage statements
5 in violation of Cal. Lab. Code §§ 226 and 558(a) pursuant to the PAGA. Over 65 days have passed
6 since Plaintiff provided the LWDA with notice, yet, Plaintiff has not received a response from the
7 LWDA or Defendants. Accordingly, pursuant to Cal. Lab. Code § 2699.3(2)(a), Plaintiff has
8 satisfied the administrative prerequisites to commence a PAGA action.

9 121. Defendants are liable to Plaintiff, the State of California, and Aggrieved Employees
10 for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to
11 an award of attorneys' fees and costs as set forth below.

12 122. Wherefore, Plaintiff requests relief as hereinafter provided.

13 **SEVENTH CAUSE OF ACTION**

14 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

15 **for Violations of Cal. Lab. Code § 2802**

16 **(Failure to Reimburse Necessary Business Expenditures)**

17 123. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
18 herein.

19 124. Defendants fail to reimburse Plaintiff and Aggrieved Employees for all business
20 expenses incurred while on the job. Defendants require Plaintiffs and Aggrieved Employees use
21 their personal cellphone to clock in and out of Defendants' timekeeping system and to communicate
22 with clients and supervisors about work-related topics. However, Defendants do not reimburse their
23 workers for these expenditures.

24 125. Cal. Lab. Code § 2802(a) provides as follows:

25 An employer shall indemnify his or her employee for all necessary expenditures or
26 losses incurred by the employee in direct consequence of the discharge of his or her
27 duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them to
be unlawful.

28 126. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100)

1 for each Aggrieved Employee per pay period for the initial violation of a Labor Code provision that
2 does not provide a civil penalty if, at the time of the violation, the employer employs one or more
3 employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for
4 each Aggrieved Employee per pay period for each subsequent violation of a Labor Code provision
5 that does not provide a civil penalty if, at the time of the violation, the employer employs one or
6 more employees.

7 127. Plaintiff seeks to recover civil penalties from Defendants for their failure to reimburse
8 necessary business expenses in violation of Cal. Lab. Code § 2802 and the applicable Wage Orders
9 throughout California on behalf of the State of California and other Aggrieved Employees pursuant
10 to Cal. Lab. Code § 2699(f).

11 128. On May 1, 2024, Plaintiff gave written notice to the LWDA and to Defendants of her
12 intent to pursue civil penalties for Defendants' violations of Cal. Lab. Code § 2802 pursuant to the
13 PAGA. Over 65 days have passed since Plaintiff provided the LWDA with notice, yet, Plaintiff has
14 not received a response from the LWDA or Defendants. Accordingly, pursuant to Cal. Lab. Code §
15 2699.3(2)(a), Plaintiff has satisfied the administrative prerequisites to commence a PAGA action.

16 129. Defendants are liable to the State of California and Aggrieved Employees for the civil
17 penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award of
18 attorneys' fees and costs as set forth below.

19 130. Wherefore, Plaintiff requests relief as hereinafter provided.

20 **EIGHTH CAUSE OF ACTION**

21 **Penalties Pursuant to Cal. Lab. Code § 2699(a)**

22 **for Violations of Cal. Lab. Code §§ 201-203**

23 **(Waiting Time Penalties)**

24 131. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
25 herein.

26 132. Defendants do not provide Plaintiff and Aggrieved Employees with their full wages
27 when due under California law after their employment with Defendants ends, as a result of the meal
28 and rest period, off-the-clock work, and overtime violations set forth above and Defendants' failure

1 to provide premium pay for the missed meal and rest periods.

2 133. Cal. Lab. Code § 201 provides:

3 If an employer discharges an employee, the wages earned and unpaid at the time of
4 discharge are due and payable immediately.

5 134. Cal. Lab. Code § 202 provides:

6 If an employee not having a written contract for a definite period quits his or her
7 employment, his or her wages shall become due and payable not later than 72 hours
8 thereafter, unless the employee has given 72 hours previous notice of his or her
9 intention to quit, in which case the employee is entitled to his or her wages at the time
10 of quitting.

11 135. Cal. Lab. Code § 203 provides, in relevant part:

12 If an employer willfully fails to pay, without abatement or reduction, in accordance
13 with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee
14 who is discharged or who quits, the wages of the employee shall continue as a penalty
15 from the due date thereof at the same rate until paid or until an action therefor is
16 commenced; but the wages shall not continue for more than 30 days.

17 136. Plaintiff and many Aggrieved Employees have left their employment with
18 Defendants during the statutory period, at which time Defendants owed them unpaid wages for
19 premium pay for missed or noncompliant meal and rest periods.

20 137. Defendants willfully refused and continue to refuse to pay Plaintiff and the Aggrieved
21 Employees all the wages that are due and owing them, in the form of minimum wages, overtime
22 wages, meal and rest period premium pay, and other wages due and owing, upon the end of their
23 employment. As a result of Defendants' actions, Plaintiff and the Aggrieved Employees have
24 suffered and continue to suffer substantial losses, including lost earnings, and interest.

25 138. Defendants' willful failure to pay Plaintiff and the Aggrieved Employees the wages
26 due and owing them constitutes a violation of Cal. Lab. Code §§ 201-203. In addition, § 203
27 provides that an employee's wages will continue as a penalty up to thirty days from the time the
28 wages were due. Plaintiff seeks to recover PAGA penalties, costs, and attorneys' fees pursuant to
this section.

139. On information and belief, Defendants' conduct has been substantially the same at all
relevant times throughout the state of California.

140. Cal. Lab. Code § 2699(a) permits an Aggrieved Employee to recover any civil penalty

1 to be assessed and collected by the LWDA for a violation of the Labor Code on behalf of himself
2 or herself and other current or former employees pursuant to the procedures set forth in Cal. Lab.
3 Code § 2699.3. Cal. Lab. Code § 2699(a) provides:

4 Notwithstanding any other provision of law, any provision of this code that provides
5 for a civil penalty to be assessed and collected by the Labor and Workforce
6 Development Agency or any of its departments, divisions, commissions, boards,
7 agencies or employees, for a violation of this code, may, as an alternative, be recovered
8 through a civil action brought by an Aggrieved Employee on behalf of himself or
9 herself and other current or former employees.

10 141. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
11 Defendants, as alleged above, to timely pay all wages owed to Plaintiff and Aggrieved Employees
12 in compliance with Cal. Lab. Code §§ 201-202 in the amounts established by Cal. Lab. Code § 203.
13 Plaintiff seeks such penalties as an alternative to the penalties available under Cal. Lab. Code § 203,
14 as prayed for herein.

15 142. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for the
16 unlawful conduct alleged herein, on behalf of the State, other Aggrieved Employees, and herself,
17 for Defendants' violations of Labor Code provisions including but not limited to Cal. Lab. Code §§
18 256 and 558(a).

19 143. On May 1, 2024, Plaintiff gave written notice to the LWDA and to Defendants of her
20 intent to pursue civil penalties for Defendants' failure to pay wages when due after the end
21 employment with Defendants in violation of Cal. Lab. Code §§ 201-203 and 558(a) pursuant to the
22 PAGA. Over 65 days have passed since Plaintiff provided the LWDA with notice, yet, Plaintiff has
23 not received a response from the LWDA or Defendants. Accordingly, pursuant to Cal. Lab. Code §
24 2699.3(2)(a), Plaintiff has satisfied the administrative prerequisites to commence a PAGA action.

25 144. Defendants are liable to Plaintiff, the State of California, and Aggrieved Employees
26 for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to
27 an award of attorneys' fees and costs as set forth below.

28 145. Wherefore, Plaintiff requests relief as hereinafter provided.

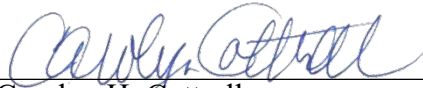
1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff prays for relief as follows:

- 3 1. For the Court to declare, adjudge, and decree that Defendants have violated the
4 California Labor Code as alleged herein;
- 5 2. For an order awarding the State of California, Plaintiff, and Aggrieved Employees
6 civil penalties provided under the PAGA;
- 7 3. For interest as provided by applicable law;
- 8 4. For an award of reasonable attorneys' fees as provided by the Cal. Lab. Code §
9 2699(g)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;
- 10 5. For all costs of suit; and
- 11 6. For such other and further relief as this Court deems just and proper.

12 Respectfully Submitted,

13 Date: July 16, 2024

14 

15 Carolyn H. Cottrell

16 Ori Edelstein

17 Stuart H. Kluft

SCHNEIDER WALLACE

COTTRELL KONECKY LLP

18 *Attorneys for Plaintiff, on behalf of the State of*
19 *California and Aggrieved Employees*

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Dated: July 16, 2024

Respectfully Submitted,



Carolyn H. Cottrell

Ori Edelstein

Stuart H. Kluft

SCHNEIDER WALLACE

COTTRELL KONECKY LLP

*Attorneys for Plaintiff, on behalf of the State of
California and Aggrieved Employees*