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Per local Rule, This case is assigned to
Judge Mockler, Terri, for all purposes.

SUMMONS ISSUED

Attorneys for Plaintiff,
Alondra Berumen

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

Alondra Berumen, an individual, and in her
representative capacity on behalf of herself, the
State of California, and other aggrieved
employees,

Plaintiff,

vs.

DELTA BAY HEALTHCARE, a California
corporation, and DOES 1-15,

Defendants.

Case No. C24-01860

COMPLAINT FOR DAMAGES

DEMAND FOR JURY TRIAL

PLAINTIFF ALONDRA BERUMEN ("PLAINTIFF"), individually, and in her
representative capacity on behalf of herself, the State of California, and other AGGRIEVED
EMPLOYEES, defined below, against DEFENDANT DELTA BAY HEALTHCARE, a California
corporation, and DOES 1-15 ("Defendant DOES") (collectively "DEFENDANTS"), alleges on
information and belief, except for her own acts and knowledge which are based on personal
knowledge, the following:

I. INTRODUCTION

1. PLAINTIFF brings this action individually and as a representative action on behalf
of herself and the State of California and pursuant to the Private Attorneys General Act of 2004,

1 California Labor Code § 2698, *et seq.* (“PAGA”) on behalf of other current and former
2 AGGRIEVED EMPLOYEES of DEFENDANTS for engaging in a pattern and practice of wage and
3 hour violations under the California Labor Code.

4 2. Plaintiff seeks recovery of her individual damages in addition to all civil penalties
5 permitted pursuant to California Labor Code § 2699, *et seq.*

6 3. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
7 decreased their employment-related costs by systematically violating California wage and hour
8 laws.

9 4. DEFENDANTS’ systematic pattern of wage and hour and IWC Wage Order
10 violations toward PLAINTIFF and other AGGRIEVED EMPLOYEES in California include, *inter*
11 *alia*:

- 12 a. Failure to pay overtime wages;
- 13 b. Failure to reimburse business expenses;
- 14 c. Failure to provide accurate itemized wage statements;
- 15 d. Failure to maintain accurate payroll records;
- 16 e. Failure to pay all earned wages on established paydays.
- 17 f. Failure to pay all wages upon termination.

18 5. PLAINTIFF brings the representative action against DEFENDANTS on behalf of
19 herself and all other AGGRIEVED EMPLOYEES of DEFENDANTS in California, seeking all civil
20 penalties and unpaid wages permitted pursuant to California Labor Code § 2699, *et seq.*

21 6. PLAINTIFF reserves the right to name additional representatives throughout the
22 State of California.

23 **II. PARTIES**

24 7. Plaintiff ALONDRA BERUMEN (“PLAINTIFF”), an individual, has resided, and
25 at all times mentioned in this Complaint, continues to reside in Contra Costa County.

26 8. Defendant DELTA BAY HEALTHCARE, a California Corporation, registered with
27 the California Secretary of State as file No. 4768890, that at all relevant times mentioned herein
28 conducted and continues to conduct substantial and regular business throughout California.

1 9. Defendant DOES 1-15 (“Defendant DOES”) are persons and/or entities that at all
2 relevant times mentioned herein conducted and continue to conduct substantial and regular business
3 throughout California.

4 10. Each of the fictitiously named DEFENDANTS participated in the acts alleged in this
5 Complaint. The true names and capacities, whether individual, corporate, subsidiary, partnership,
6 associate, or otherwise of DEFENDANT DOES 1 through 15, inclusive, are presently unknown to
7 PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names pursuant to Cal.
8 Civ. Proc. Code. § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true
9 names and capacities of DOES 1 through 15, inclusive, when they are ascertained. PLAINTIFF is
10 informed and believes, and based upon that information and belief alleges, that the DEFENDANTS
11 named in this Complaint, including DOES 1 through 15, inclusive (hereinafter collectively
12 “DEFENDANTS”), are responsible in some manner for one or more of the events and happenings
13 that proximately caused the injuries and damages hereinafter alleged.

14 11. DEFENDANTS own, operate, and/or manage a children healthcare and educational
15 center in Antioch, California.

16 12. DEFENDANTS have employed PLAINTIFF since approximately March 1, 2024,
17 through approximately June 2024, as a Teacher’s Assistant paid on an hourly basis at
18 DEFENDANT’S location in Antioch, California.

19 **III. JOINT EMPLOYER AND PAGA**

20 13. PLAINTIFF brings this action on behalf of herself and in her representative capacity
21 on behalf of the State of California and on behalf of all non-union individuals who are or previously
22 were employed by DEFENDANTS in California who suffered one or more Labor Code violations
23 enumerated in Labor Code §§ 2698 *et seq.* (hereinafter “AGGRIEVED EMPLOYEES”) and who
24 worked for DEFENDANTS between May 10, 2023, and the present (“PAGA PERIOD”).

25 14. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor Code
26 § 2699(c) because she was employed by DEFENDANTS and suffered one or more of the alleged
27 Labor Code violations committed by DEFENDANTS.

1 15. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant times
2 were, employees of DEFENDANTS, within the meanings set forth in the California Labor Code
3 and the applicable Industrial Welfare Commission Wage Order.

4 16. The Private Attorney General Act (“PAGA”) permits an aggrieved employee to
5 enforce any provision of the California Labor Code that provides for a civil penalty. (*Lab. Code* §
6 2699(a).)

7 17. Section 558 of the California Labor Code provides that “any employer *or other*
8 *person* acting on behalf of an employer who violates, or causes to be violated, a section of this
9 chapter or any provision regulating hours and days of work in any order of the Industrial Welfare
10 Commissions shall be subject to a civil penalty...” (*Lab. Code* § 558(a).)

11 18. Section 558.1 of the California Labor Code provides that “any employer *or other*
12 *person* acting on behalf of an employer who violates, or causes to be violated, any provision
13 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
14 Commission, or violates or caused to be violated, Sections 203, 226, 226.7, 1193.6, 1994, or 2802,
15 may be held liable as the employer for such violation.” (*Lab. Code* § 558.1(a).)

16 19. Section 1197.1 of the Labor Code provides that “[a]ny employer *or other person*
17 acting either individually or as an officer, agent, or employee of another person, who pays or causes
18 to be paid to any employee a wage less than the minimum fixed by an applicable state or local law,
19 or by an order of the commission shall be subject to a civil penalty...” (*Lab. Code* § 1197.1(a).)

20 20. Interpreting Sections these Sections of the Labor Code, California courts have held
21 that a corporate employer’s owners, officers and directors, are subject to civil penalties for the
22 employer’s failure to pay appropriate wages to its employees, and, since liability under either 558
23 or 1197.1 does not depend on a finding of an alter ego, no alter ego allegations or findings are
24 necessary. *Atempa v. Pedrazzani*, (2018) 27 Cal.App.5th 809; see generally *Ochoa-Hernandez v.*
25 *Cjaders Food, Inc.* (2009 WL 1404694); *Thurman v. Bayshore Management, Inc.* (2017) 203
26 Cal.App.4th 1112, 1145-1146.

27 21. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS, and
28 each of them, are subject to civil penalties for their failure to pay PLAINTIFF and other

1 AGGRIEVED EMPLOYEES the appropriate wages as complained of herein and proximately
2 caused the complaints, injuries, and damages alleged herein.

3 22. At all relevant times, each DEFENDANT, whether named or fictitious, was the
4 agent, employee, or other person acting on behalf of each other DEFENDANT, and, in participating
5 in the acts alleged in this Complaint, acted within the scope of such agency or employment and
6 ratified the acts of the other.

7 23. Each DEFENDANT, whether named or fictitious, exercised control over
8 PLAINTIFF'S wages, working hours, and/or working conditions.

9 24. Each DEFENDANT, whether named or fictitious, acted in all respects pertinent to
10 this action as the agent of the other DEFENDANTS, carried out a joint scheme, business plan, or
11 policy, and the acts of each DEFENDANT are legally attributable to the other DEFENDANTS.

12 **IV. JURISDICTION AND VENUE**

13 25. This Court has jurisdiction over this Action pursuant to the California Code of Civil
14 Procedure, Section 410.10.

15 26. Venue is proper in this Court pursuant to California Code of Civil Procedure,
16 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS and
17 DEFENDANTS (i) currently maintain and at all relevant times-maintained offices and facilities in
18 this County, and (ii) committed the wrongful conduct herein alleged in this County against
19 PLAINTIFF.

20 **V. FACTUAL ALLEGATIONS**

21 **A. Failure to Pay Overtime Wages.**

22 27. During PLAINTIFF'S employment and the PAGA Period, DEFENDANTS failed to
23 accurately pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all hours worked.

24 28. DEFENDANTS denied payment of overtime wages PLAINTIFF and other
25 AGGRIEVED EMPLOYEES as a matter of company policy and practice. DEFENDANTS failed
26 to pay PLAINTIFF and other AGGRIEVED EMPLOYEES all necessary wages at the correct rate
27 of pay for attending and performing work at DEFENDANTS' direction, request and benefit.

28 29. Specifically, to PLAINTIFF, DEFENDANTS denied payment of overtime wages to

1 PLAINTIFF when she performed work in excess of eight (8) hours per day, forty (40) hours per
2 week. Instead, DEFENDANTS paid PLAINTIFF at her regular rate of pay for all hours worked,
3 including those in excess of eight (8) hours per day, forty (40) hours per week. When PLAINTIFF
4 asked about this pay discrepancy, DEFENDANTS informed PLAINTIFF that DEFENDANTS do
5 not pay employees any overtime.

6 30. DEFENDANTS directed and directly benefited from the overtime work performed
7 by PLAINTIFF and other AGGRIEVED EMPLOYEES.

8 31. DEFENDANTS controlled the work schedules, duties, protocols, applications,
9 assignments, and employment conditions of PLAINTIFF and other AGGRIEVED EMPLOYEES.

10 32. DEFENDANTS were able to track the amount of time PLAINTIFF and other
11 AGGRIEVED EMPLOYEES spent working and compensate PLAINTIFF and other AGGRIEVED
12 EMPLOYEES properly however, DEFENDANTS failed to pay PLAINTIFF and other
13 AGGRIEVED EMPLOYEES all appropriate wages earned and owed for all the work they
14 performed, including overtime wages.

15 33. DEFENDANTS' policies and practices deprived PLAINTIFF and other
16 AGGRIEVED EMPLOYEES of all overtime wages owed.

17 34. DEFENDANTS knew or should have known that PLAINTIFF and other
18 AGGRIEVED EMPLOYEES' overtime work was compensable at the appropriate rates under the
19 law.

20 35. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited wages due
21 them for all hours worked at DEFENDANTS' direction, control and benefit for the time spent in
22 excess of eight (8) hours per day and/or forty (40) hours per week. DEFENDANTS have a uniform
23 policy and practice to not pay PLAINTIFF and other AGGRIEVED EMPLOYEES appropriate
24 wages for all hours worked in accordance with applicable law.

25 36. Moreover, as a result, DEFENDANTS provided PLAINTIFF and other
26 AGGRIEVED EMPLOYEES with a paystub that failed to comply with Cal. Lab. Code § 226 and
27 did not maintain accurate payroll and timekeeping records.

28 B. Unreimbursed Business Expenses

1 37. DEFENDANTS failed to indemnify PLAINTIFF and other AGGRIEVED
2 EMPLOYEES for expenses incurred as a direct consequence of discharging work duties.

3 38. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to
4 use personal cell phones to discharge work duties but failed to reimburse PLAINTIFF and other
5 AGGRIEVED EMPLOYEES for the use or cost of their cell phones.

6 39. Additionally, DEFENDANTS required PLAINTIFF and other AGGRIEVED
7 EMPLOYEES to purchase their own work uniforms, specifically scrubs, failed to reimburse
8 PLAINTIFF and other AGGRIEVED EMPLOYEES for the cost of their uniforms.

9 40. DEFENDANTS shifted the costs associated with running a business onto
10 PLAINTIFF and other AGGRIEVED EMPLOYEES.

11 C. Violations for Untimely Payment of Wages

12 41. Pursuant to California Labor Code section 204, PLAINTIFF and other
13 AGGRIEVED EMPLOYEES are entitled to timely payment of wages during their employment.
14 From time to time, PLAINTIFF and other AGGRIEVED EMPLOYEES did not receive payment of
15 all wages, including, but not limited to, overtime wages within permissible time period and on days
16 designated in advance by the employer as regular payday. As a result, DEFENDANTS conduct
17 towards PLAINTIFF and other AGGRIEVED EMPLOYEES violations Section 204.

18 42. To the extent overtime wage compensation is determined to be owed to PLAINTIFF
19 and other AGGRIEVED EMPLOYEES, whose employment has terminated, DEFENDANTS'
20 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also entitled
21 to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein.

22 D. Inaccurate Itemized Wage Statements

23 43. California Labor Code Section 226 requires an employer to furnish its employees an
24 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3)
25 the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages
26 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
27 employee and only the last four digits of the employee's social security number or an employee
28 identification number other than a social security number, (8) the name and address of the legal

entity that is the employer and, (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

44. During PLAINTIFF'S employment and during the PAGA period, when PLAINTIFF and other AGGRIEVED EMPLOYEES were not paid correct hourly rates for all hours worked, DEFENDANTS failed to provide PLAINTIFF and other AGGRIEVED EMPLOYEES with complete and accurate wage statements. DEFENDANTS' paystubs failed to show, among other things, the applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate, as well as the correct rates of pay for overtime hours worked.

45. DEFENDANTS routinely failed to keep, maintain, and store accurate payroll records and provide wage statements that comply with Cal. Lab. Code § 226 and 1174.

46. PLAINTIFF and other AGGRIEVED EMPLOYEES suffered damages as a result of DEFENDANTS' aforementioned violation because they could not promptly and easily determine from the wage statement alone the applicable hourly rate and the corresponding number of hours worked at the applicable hourly rate for this remuneration.

47. As a result, DEFENDANTS issued PLAINTIFF and other AGGRIEVED EMPLOYEES with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANTS' violations are knowing and intentional, and were not isolated or due to an unintentional payroll error due to clerical or inadvertent mistake.

E. Defendants' Retaliatory Termination of Plaintiff

48. On May 10, 2024, PLAINTIFF engaged in a protected activity by filing a PAGA Notice with the Labor Workforce Development Agency identifying DEFENDANTS' violation of California Labor Code. PLAINTIFF provided a copy of the PAGA notice to DEFENDANTS via certified mail.

49. Within ninety days of PLAINTIFF engaging in a protected activity, DEFENDANTS terminated PLAINTIFF with no reason. There was a causal nexus between PLAINTIFF'S engagement in a protected activity and DEFENDANTS' termination.

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1 **VI. CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 For Failure to Pay Overtime Compensation
4 (Cal. Lab. Code §§ 558, 510, 1194, 1198)
(Plaintiff Against All DEFENDANTS)

5 50. PLAINTIFF incorporate by reference and reallege as if fully stated herein each and
6 every allegation set forth above.

7 51. Labor Code section 558 provides for a civil penalty to be assessed against any
8 employer or other person acting on behalf of an employer who fails to compensate employees at the
9 statutory overtime rate for any work in excess of eight (8) hours in one day or any work in excess
10 of forty (40) hours in any workweek or who fails to compensate employees at the statutory double
11 time rates for any work in excess of twelve hours in one day or any work in excess of 8 hours on the
12 seventh day of a workweek.

13 52. DEFENDANTS routinely and systematically failed to properly record accurate time
14 records for each employee showing when each employee began and ended each work period. By
15 failing to properly record hours DEFENDANTS routinely and systematically failed to compensate
16 employees at the statutory overtime rate for any work in excess of eight hours in one day or any
17 work in excess of 8 hours in a day or 40 hours in any workweek as required by Labor Code section
18 510 and Section 3 of the applicable Wage Order.

19 53. Pursuant to Labor Code section 558, PLAINTIFF is entitled to recover a penalty of
20 \$50.00 for the initial failure to compensate employees at the statutory overtime rate for any work in
21 excess of eight hours in one day or any work in excess of 40 hours in any workweek and/or failure
22 to compensate employees at the statutory double time rates for any work in excess of twelve hours
23 in one day in addition to any underpaid wages; and \$100.00 for each subsequent failure to
24 compensate employees at the statutory overtime rate for any work in excess of eight (8) hours in
25 one day or any work in excess of forty (40) hours in any workweek in addition to any underpaid
26 wages.

27 54. As a proximate result of DEFENDANTS' failure to pay overtime and/or wages as
28 alleged above, PLAINTIFF is entitled to recover from DEFENDANTS penalties pursuant to section

1 558 as may be established according to proof at trial.

2 55. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
3 including overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code
4 § 1198 further states that the employment of an employee for longer hours than those fixed by the
5 Industrial Welfare Commission is unlawful.

6 56. During PLAINTIFF'S employment, PLAINTIFF was required by DEFENDANTS
7 to work overtime for DEFENDANTS and was not paid for all the overtime worked.

8 57. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages,
9 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission
10 requirements and other applicable laws and regulations.

11 58. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
12 PLAINTIFF did not receive the correct overtime compensation for her time worked for
13 DEFENDANTS.

14 59. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from
15 the overtime requirements of the law. None of these categories apply to PLAINTIFF. Further,
16 PLAINTIFF is not subject to a valid collective bargaining agreement that would preclude the causes
17 of action contained herein this Complaint. Rather, PLAINTIFF bring this Action on behalf of
18 herself, based on DEFENDANTS' violations of non-negotiable, non-waivable rights provided by
19 the State of California.

20 60. By virtue of DEFENDANTS' unlawful failure to accurately pay all overtime wages
21 to PLAINTIFF, PLAINTIFF has suffered and will continue to suffer an economic injury in amounts
22 which are presently unknown to her, and which will be ascertained according to proof at trial.

23 61. DEFENDANTS knew or should have known that PLAINTIFF was under
24 compensated for her time worked. DEFENDANTS systematically elected, either through intentional
25 malfeasance or gross nonfeasance, to not pay PLAINTIFF for all hours of her labor as a matter of
26 uniform company policy, practice and procedure, and DEFENDANTS perpetrated this systematic
27 scheme by refusing to pay PLAINTIFF the correct overtime wages for her overtime worked.

28 62. In performing the acts and practices herein alleged in violation of California labor

1 laws, and refusing to compensate PLAINTIFF for all time worked and provide her with the requisite
2 compensation, DEFENDANTS acted and continues to act intentionally, oppressively, and
3 maliciously toward PLAINTIFF with a conscious of and utter disregard for her legal rights, or the
4 consequences to her, and with the despicable intent of depriving her of her property and legal rights,
5 and otherwise causing her injury in order to increase company profits at the expense of these
6 employees.

7 63. Therefore, PLAINTIFF request recovery of overtime wages, according to proof,
8 interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS,
9 in a sum as provided by the California Labor Code and/or other applicable statutes.

10 **SECOND CAUSE OF ACTION**

11 For Failure to Reimburse Business Expenses
12 (Cal. Lab. Code §§ 2802)
(Plaintiff Against ALL DEFENDANTS)

13 64. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
14 every allegation set forth above.

15 65. Pursuant to California Labor Code section 2802, DEFENDANTS are required to
16 indemnify PLAINTIFF for the expenses and losses incurred during the performance of her job
17 duties. The purpose of this statute is to prevent employers from passing their operating expenses on
18 to their employees.

19 66. DEFENDANTS required PLAINTIFF to use personal cell phones to discharge work
20 duties but failed to reimburse PLAINTIFF for the use or cost of her cell phone.

21 67. Additionally, DEFENDANTS required PLAINTIFF to purchase her own work
22 uniforms and failed to reimburse such costs.

23 68. In violation of Labor Code section 2802, DEFENDANTS failed to reimburse
24 PLAINTIFF for necessary business expenditures in the discharge of her work duties.

25 69. DEFENDANTS sought to pay their own pockets at the expense of their employees,
26 and instead of compensating their employees for the necessary business costs, the employer passed
27 on its costs to its employees.

28 70. DEFENDANTS intentionally failed to reimburse its employees for the actual

1 expenses incurred and thereby increased its own profits to the detriment of its employees.

2 71. PLAINTIFF seeks to recover these business expenditures, plus interest thereon,
3 reasonable attorneys' fees, and costs, and statutory and civil penalties as provided by the Labor Code
4 in an amount to be proven.

5 72. Interest accrues from the date the employee incurred the necessary expenditure or
6 loss.

7 **THIRD CAUSE OF ACTION**

8 For Failure to Provide Accurate, Itemized Wage Statements
(Cal. Lab. Code §§ 226; 226.3; 1174.5)
9 (Plaintiff Against All DEFENDANTS)

10 73. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
11 every allegation set forth above.

12 74. Labor Code section 226 requires defendants to provide employees an accurate
13 itemized statement showing (1) gross wages earned, (2) total hours worked by the employee, (3) the
14 number of piece units and rates if applicable, (4) all deductions, (5) net wages earned, (6) the
15 inclusive date of the period for which the employee is paid, (7) the name of the employee and his/her
16 or her social security number, (8) the name and address of the legal entity that is the employer, and
17 (9) all applicable hourly rates in effect and the corresponding number of hours worked

18 75. DEFENDANTS failed to provide an accurate wage statement in writing that properly
19 and accurately itemizes all hours worked, all correct wages and applicable hourly wages in effect to
20 PLAINTIFF and thereby also failed to set forth the correct wages earned by PLAINTIFF.

21 76. DEFENDANTS knowingly and intentionally failed to comply with Labor Code
22 section 226(a) on the wage statements provided to PLAINTIFF.

23 77. By failing to keep adequate records, as required by Labor Code sections 226 and
24 1174, DEFENDANTS injured PLAINTIFF making it difficult for this employee to calculate the
25 overtime wages owed. Those injuries include unpaid wages, interest, and penalties thereon.

26 78. PLAINTIFF seeks to recover the statutory penalties provided by Labor Code section
27 226(e), 226.3, and 1174.5 for the wage statement violations committed by DEFENDANTS.

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FOURTH CAUSE OF ACTION
For Failure to Pay Wages When Due
(Cal. Lab. Code § 204, 210)
(Plaintiff Against All DEFENDANTS)

79. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and every allegation set forth above.

80. Labor Code Section 204 provides in part provides in part that “all wages, ..., earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.”

81. DEFENDANTS failed to pay PLAINTIFF all earned wages on regularly established paydays. In violation of Labor Code section 204, DEFENDANTS knowingly and willfully refused to perform their obligations to compensate their employees for all wages earned.

82. As a direct and proximate result of DEFENDANTS’ conduct in violation of Labor Code section 204 as alleged above, PLAINTIFF has suffered, and continues to suffer, losses related to the use and enjoyment of her wages and lost interest on such wages all to her damage in amounts according to proof at trial.

83. Pursuant to Labor Code section 210, PLAINTIFF is entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee all of the wages earned, and \$200.00 for each subsequent failure to pay each employee all of the wages earned; in addition, pursuant to section 210, for each subsequent failure to pay in compliance with Labor Code section 204, PLAINTIFF is entitled to recover an additional amount equal to 25% of the unlawfully withheld wages.

FIFTH CAUSE OF ACTION
Failure to Pay Wages Upon Termination
(Cal. Lab. Code § 201 and 203)
(Plaintiff Against All DEFENDANTS)

84. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and every allegation set forth above.

85. If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, . . . 202, any wages of an employee who is discharged or who quits, the wages

1 of the employee shall continue as a penalty from the due date thereof at the same rate until paid or
2 until an action therefor is commenced; but the wages shall not continue for more than 30 days. (Cal.
3 Lab. Code § 203).

4 86. DEFENDANTS terminated PLAINTIFF and have yet to pay PLAINTIFF all of the
5 wages and all premiums due for overtime work, missed meal and rest periods or any penalties owed
6 under California Labor Code section 203.

7 87. Therefore, as provided by Cal Lab. Code § 203, PLAINTIFF demands up to thirty
8 (30) days of pay as penalty for not paying all wages due at time of termination and demands all
9 wages and penalties owed plus interest and statutory costs as allowed by law.

10 **SIXTH CAUSE OF ACTION**

11 For Retaliation

12 (Cal. Lab. Code §§ 98.6)

(Plaintiff Against All DEFENDANTS)

13 88. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
14 every allegation set forth above.

15 89. PLAINTIFF engaged in a protected activity by reporting DEFENDANTS' violations
16 of California Labor Code to the Labor Workforce and Development Agency on May 10, 2024.

17 90. DEFENDANTS terminated PLAINTIFF within ninety (90) days of PLAINTIFF
18 engaging in a protected activity.

19 91. DEFENDANTS non-retaliatory reason for terminating PLAINTIFF was pretext for
20 PLAINTIFF'S termination. There is a casual nexus between PLAINTIFF'S engagement of a
21 protected activity and DEFENDANTS' termination.

22 92. As a proximate result of the aforementioned violations, PLAINTIFF has been
23 damaged in an amount according to proof at trial, including the loss of gratuities to which was
24 entitled.

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1 subdivisions (a) and (f).

2 96. PLAINTIFF filed this complaint after the LWDA was afforded the opportunity to
3 consider PLAINTIFF's notice of DEFENDANTS' Labor Code violations and of PLAINTIFF's
4 intent to prosecute a private enforcement action for civil penalties under PAGA. After the LWDA
5 declined to investigate, PLAINTIFF brought this PAGA cause of action against DEFENDANTS,
6 pursuant to California Labor Code section 2699.3, subdivision (a)(2)(A).

7 **DEMAND FOR RELIEF**

8 WHEREFORE, PLAINTIFF prays for a judgment against each DEFENDANT, jointly and
9 severally, as follows:

10 1. On behalf of the PLAINTIFF:

11 A. Compensatory damages, according to proof at trial, including unpaid wages, due to
12 PLAINTIFF, plus interest thereon at the statutory rate;

13 B. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
14 which a violation occurs and one hundred dollars (\$100) per employee for each violation in a
15 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
16 an award of costs for violation of Cal. Lab. Code § 226;

17 C. \$100.00 for Defendants' initial failure to timely pay each employee all of the wages
18 earned, and \$200.00 for each subsequent failure in addition to an amount equal to 25% of the
19 unlawfully withheld wages pursuant to Cal. Lab. Code § 204 and 210;

20 D. thirty (30) days of pay as penalty for Defendants' failure to pay all wages due at time
21 of termination plus interest as allowed by law.

22 E. Liquidates damages pursuant to Cal. Lab. Code § 1194.2 in an amount equal to the
23 unpaid wages according to proof at trial;

24 F. The total amount of the expenses incurred in the course of her job duties, plus
25 interest, and costs of suit.

26 2. On Behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES

27 i. Recovery of all civil penalties as prescribed by the Labor Code Private Attorneys
28 General Act of 2004;

1 3. On all claims:

- 2 A. An award of interest, including prejudgment interest at the legal rate;
- 3 B. Such other and further relief as the Court deems just and equitable; and
- 4 C. An award of penalties, attorneys' fees and cost of suit, as allowable under the law.
- 5

6 DATED: July 16, 2024

Respectfully submitted,

7 **EMRAN LAW FIRM**

8

9 By: Harris Emran

10 Harris Emran, Esq.

11 Attorney for PLAINTIFF and OTHER

12 AGGRIEVED EMPLOYEES

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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: July 16, 2024

EMRAN LAW FIRM

By: Harris Emran
Harris Emran, Esq.
Attorney for PLAINTIFFS and OTHER
AGGRIEVED EMPLOYEES