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Attorneys for Plaintiff CHRISTOPHER THOMAS,
on behalf of himself and current and former aggrieved employees

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

CHRISTOPHER THOMAS, on behalf of himself
and current and former aggrieved employees

Plaintiff,

vs.

V-SOFT CONSULTING GROUP, INC.; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: **24STCV26179**

PAGA ACTION

**PLAINTIFF CHRISTOPHER
THOMAS'S COMPLAINT FOR:**

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

COMES NOW Plaintiff CHRISTOPHER THOMAS ("Plaintiff"), who alleges and
complains on information and belief except as to those allegations relating to plaintiff himself,
which are asserted on personal knowledge, against Defendants V-SOFT CONSULTING GROUP,
INC.; and DOES 1 to 100, inclusive (collectively "Defendants") as follows:

1 **I. INTRODUCTION**

2 1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
3 (“PAGA”) representative action brought by Plaintiff on behalf of the State of California, himself
4 and other current and former aggrieved employees of Defendants who worked as hourly non-
5 exempt employees in California during the relevant time period seeking civil penalties associated
6 with Defendants’ violation of the Labor Code based on Defendants’ failure to pay wages for all
7 hours worked at the employees’ minimum wage rate or overtime rate, failure to provide all legally
8 required and legally compliant meal and rest periods, indemnification for all necessary
9 expenditures or losses incurred by employees in direct consequence of discharging their duties,
10 failure to pay prevailing wages, failure to timely pay earned wages during employment, failure to
11 provide complete and accurate wage statements, failure to timely pay all unpaid wages following
12 separation of employment. Plaintiff seeks on a representative basis, following notice to the Labor
13 and Workforce Development Agency, civil penalties, reasonable attorneys’ fees pursuant to Labor
14 Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and
15 others aggrieved.

16 **II. JURISDICTION AND VENUE**

17 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
18 former aggrieved California-based hourly non-exempt employees because Plaintiff’s lawsuit seeks
19 civil penalties on behalf of himself, all other current and former aggrieved California-based hourly
20 non-exempt employees, and the State of California in excess of thirty-five thousand dollars
21 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-
22 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
23 aggrieved California-based hourly non-exempt employees occurred in locations throughout
24 California, including but not limited to Los Angeles County at 2800 E Observatory Rd, Los
25 Angeles, CA 90027.

26 **III. PARTIES**

27 3. Plaintiff brings this action as a representative of the Labor and Workforce
28 Development Agency on behalf of himself and other current and former employees subject to

1 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
2 filed include current, former and/or future employees of Defendants who work, worked, or will
3 work for Defendants as direct employees as well as temporary employees employed through temp
4 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
5 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
6 employed by Defendants in an hourly position at Defendants' location in Los Angeles County
7 from approximately October 16, 2023, until on or about April 24, 2024.

8
9 4. Defendant V-SOFT CONSULTING GROUP, INC. is authorized to do business
10 within the State of California and is doing business in the State of California and/or that
11 Defendants DOES 1-50 are, and at all times relevant hereto were persons acting on behalf of
12 Defendant V-SOFT CONSULTING GROUP, INC. in the establishment of, or ratification of, the
13 aforementioned illegal wage and hour practices or policies. Defendant V-SOFT CONSULTING
14 GROUP, INC. operates in Los Angeles County and employed Plaintiff and aggrieved employees
15 in Los Angeles County , including but not limited to, at 2800 E Observatory Rd, Los Angeles, CA
16 90027.

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

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

28 7. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
sues said defendants by said fictitious names and will amend this complaint when the true names

1 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
2 permitted by law or by the Court. Each fictitiously named defendant is in some manner
3 responsible for the events and allegations set forth in this complaint.

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

7 **FIRST CAUSE OF ACTION**

8 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
9 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

14 10. During Plaintiff's employment and continuing through the present, Plaintiff alleges
15 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1771,
16 1774, 1194, 1197, 2802, and the applicable Wage Orders.

17 11. Specifically, Defendants have committed the following violations of California
18 Labor Code:

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

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

28 14. In this case, Plaintiff and other current and former aggrieved California-based

1 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
2 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
3 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
4 wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but
5 not limited to,

6 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
7 non-exempt employees to record only 8 hours per day, with no rest breaks, despite that Plaintiff
8 and other current and former aggrieved California-based hourly non-exempt employees would
9 sometimes work over 8 hours in a day including telephonic troubleshooting and creating reports.

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

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

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

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

seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Labor Code § 510.

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

(a) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to record only 8 hours per day, with no rest breaks, despite that Plaintiff and other current and former aggrieved California-based hourly non-exempt employees would sometimes work over 8 hours in a day including telephonic troubleshooting and creating reports.

19. The foregoing policies, practices, and/or procedures resulted in time during each workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt employees were under the control of Defendants but were not compensated. To the extent that the foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved California-based hourly non-exempt employees worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code sections 510, 1194 and 1198, and the applicable Wage Order.

20. **Failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other current and former aggrieved California-based hourly non-exempt employees regularly worked shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

21. California law requires an employer to authorize or permit an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code §§ 226.7, 512, and 1198; Wage Order 4 at § 11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second such meal period of not less than thirty (30) minutes prior to the start of

1 the eleventh hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the
2 meal period shall be considered an “on duty” meal period and counted as time worked. A paid “on
3 duty” meal period is only permitted when: (1) the nature of the work prevents an employee from
4 being relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal
5 periods.

6 22. If an employer fails to provide an employee a meal period in accordance with the
7 law, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay
8 for each workday that a legally required and compliant meal period was not provided. Labor Code
9 §§ 226.7 and 1198; Wage Order 4 at § 11.

10 23. In this case, Defendants failed to authorize or permit legally required and compliant
11 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
12 exempt employees due to Defendants’ policies, practices, and/or procedures, including but not
13 limited to:

14 (a) requiring Plaintiff and other current and former aggrieved California-based hourly
15 non-exempt employees to remain on-duty during their rest breaks and off-the-clock meal breaks
16 due to Defendants’ requirement that Plaintiff’s and other current and former aggrieved California-
17 based hourly non-exempt employees’ keep the their cell phone on them and monitored at all times
18 during their shift including during rest breaks and off the clock meal breaks so they can be
19 contacted by Defendants at any time during their shift.

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

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

1 Labor Code section 226.7.
2

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

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

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

23 28. If the employer fails to authorize or permit a required rest period, the employer
24 must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday
25 the employer did not authorize or permit a legally required rest period. Labor Code § 226.7; Wage
26 Order 4 at § 12.

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

1 limited to:
2

3 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
4 hourly non-exempt employees with net ten (10) minute rest breaks for every four (4) hours worked
5 or major fraction thereof.

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

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

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

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

24 33. Defendants violated Labor Code Section 2802 by failing to indemnify Plaintiff and
25 other current and former aggrieved California-based non-exempt hourly employees' necessary
26 expenditures they incurred in the discharge of their duties. Specifically, Defendants employed a
27 policy, practice, and procedure included, but were not limited to,

28 (a) requiring Plaintiff and other current and former aggrieved California-based hourly

1 non-exempt employees to use or purchase their own tools and/or resources in order to work for
2 Defendants, including but not limited to their cell phone (including both telephone use and cellular
3 data use) for work-related purposes - without always reimbursing Plaintiff and other current and
4 former aggrieved California-based hourly non-exempt employees for such use.

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

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

12 36. **Failure to pay prevailing wages:** Labor Code sections 1771 and 1774 of the
13 public works law, Labor Code section 1720 *et seq.*, requires workers on public works projects to
14 be paid prevailing wages. Labor Code section 1194 requires an employer to pay employees the
15 legal overtime rate, including prevailing wage rates.

16 37. Defendants would often contract for prevailing wage jobs which required them to
17 pay no less than the general prevailing rate of per diem wages for all work performed including
18 overtime, double time, and regular pay. Plaintiff and other current and former aggrieved
19 California-based hourly non-exempt employees would work on these jobs; however, Defendants
20 failed to pay them the prevailing wage and would instead paid them their regular wages at a rate
21 less than the prevailing rate.

22 38. Defendant's foregoing policies, practices, and/or procedures violated Labor Code
23 sections 1771, 1774, and 1194. Defendants owe wages at the proper prevailing wage rates to
24 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
25 who worked on prevailing wage jobs and were paid less than the prevailing wage.

26 39. **Failure to timely pay earned wages during employment:** In California, wages
27 must be paid at least twice during each calendar month on days designated in advance by the
28 employer as regular paydays, subject to some exceptions. Labor Code § 204(a). Wages earned

1 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th
2 and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of
3 any calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other
4 payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within
5 seven (7) calendar days following the close of the payroll period in which wages were earned.
6 Labor Code § 204(d).

7
8 40. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
9 to timely pay Plaintiff and other current and former aggrieved California-based hourly non-exempt
10 employees their earned wages (including minimum wages, overtime wages, meal period premium
11 wages and/or rest period premium wages), in violation of Labor Code section 204. Defendants'
12 aforementioned policies, practices, and/or procedures resulted in their failure to pay Plaintiff and
13 other current and former aggrieved California-based hourly non-exempt employees their earned
14 wages within the applicable time frames outlined in Labor Code section 204.

15 41. **Secret payment of lower wages than designated by statute:** Labor Code section
16 223 provides that, where any statute or contract requires an employer to maintain the designated
17 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
18 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including
19 by failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and
20 lawful sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7,
21 246, 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by
22 Labor Code section 1198, Defendants secretly paid a lower wage than designated by statute while
23 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

24 42. **Failure to provide complete and accurate wage statements:** Labor Code section
25 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
26 employee his wages, the employer must "furnish each of his or her employees ... an itemized
27 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
28 except for any employee whose compensation is solely based on a salary and who is exempt from
payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial

1 Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the
2 employee is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on
3 written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
4 (6) the inclusive dates of the pay period for which the employee is paid, (7) the name of the
5 employee and his or her social security number, (8) the name and address of the legal entity that is
6 the employer, and (9) all applicable hourly rates in effect during the pay period and the
7 corresponding number of hours worked at each hourly rate by the employee.”

8
9 43. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
10 and other current and former aggrieved California-based hourly non-exempt employees all wages
11 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest
12 period premium wages) rendered Plaintiff’s and other current and former aggrieved California-
13 based hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code
14 section 226(a)(1, 2, 5 & 9).

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

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

25 46. Labor Code sections 2699, subdivisions (a) and (g), authorize an aggrieved
26 employee, on behalf of himself and other current or former employees, to bring a civil action to
27 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code
28 section 2699.3.

47. Plaintiff has complied with the procedures for bringing suit specified in Labor

1 Code section 2699.3. On August 1, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA
2 and provided notice to Defendants by certified mail which provided notice of the specific
3 provisions of the Labor Code alleged to have been violated, including the facts and theories to
4 support the violations alleged.

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

10 49. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
11 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a),
12 226.7, 510, 512, and 1194, During Plaintiff's employment and continuing through the present,
13 preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the
14 following amounts:

15 a. For violations of Labor Code sections 201, 202, 203, 226(a), 226.7, and
16 2802; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
17 violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each
18 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

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

27 d. For violations of Labor Code section 204, one hundred dollars (\$100) for
28 each failure to pay each employee in any initial violation, and two hundred dollars (\$200) for each

1 subsequent violation, or any willful or intentional violation, for each failure to pay each employee,
2 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code
3 section 210].

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

9 50. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
10 reasonable attorneys' fees and costs in connection with his/her claims for civil penalties.
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2 **PRAYER FOR RELIEF**

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

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

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

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

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

13 4. For such and other further relief, in law and/or equity, as the Court deems just or
14 appropriate.

15 Dated: October 8, 2024,

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

16
17 By:



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Jeffrey M. Schwartz, Esq.
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