

1 Joseph Lavi, Esq. (SBN 209776)  
2 Vincent C. Granberry, Esq. (SBN 276483)  
3 Jeffrey M. Schwartz, Esq. (SBN 254916)  
4 Win Pham, Esq. (SBN 347399)  
5 **LAVI & EBRAHIMIAN, LLP**  
6 8889 W. Olympic Boulevard, Suite 200  
7 Beverly Hills, California 90211  
8 Telephone: (310) 432-0000  
9 Facsimile: (310) 432-0001  
10 Email: [jlavi@lelawfirm.com](mailto:jlavi@lelawfirm.com)  
11 [vgranberry@lelawfirm.com](mailto:vgranberry@lelawfirm.com)  
12 [jschwartz@lelawfirm.com](mailto:jschwartz@lelawfirm.com)  
13 [wpham@lelawfirm.com](mailto:wpham@lelawfirm.com)

14 Attorneys for Plaintiff MARIA ARIAS,  
15 on behalf of herself and current and former aggrieved employees

16  
17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
18  
19 **FOR THE COUNTY OF SAN BERNARDINO**

20 MARIA ARIAS, on behalf of herself and current  
21 and former aggrieved employees

22 Plaintiff,

23 vs.

24 SIMPLEX TRANSPORTATION  
25 MANAGEMENT SERVICES, INC.; and DOES  
26 1 to 100, inclusive,

27 Defendants.

Electronically Filed  
Superior Court of California  
County of San Bernardino  
Rancho Cucamonga District  
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Case No.: CIVRS2401331

**PAGA ACTION**

**PLAINTIFF MARIA ARIAS'  
COMPLAINT FOR:**

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

COMES NOW Plaintiff MARIA ARIAS (“Plaintiff”), who alleges and complains on information and belief except as to those allegations relating to plaintiff herself, which are asserted on personal knowledge, against Defendants SIMPLEX TRANSPORTATION MANAGEMENT SERVICES, INC.; and DOES 1 to 100, inclusive (collectively “Defendants”) as follows:

**I. INTRODUCTION**

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

**II. JURISDICTION AND VENUE**

2. This Court has jurisdiction over the claims of Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees because Plaintiff’s lawsuit seeks civil penalties on behalf of herself, all other current and former aggrieved California-based hourly non-exempt employees, and the State of California in excess of thirty-five thousand dollars (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees occurred in locations throughout California, including but not limited to San Bernardino County, at 8560 Vineyard Ave Suite 112, Rancho Cucamonga, CA 91730.

1                   **III.     PARTIES**

2                   3.       Plaintiff brings this action as a representative of the Labor and Workforce  
3                   Development Agency on behalf of herself and other current and former employees subject to  
4                   violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is  
5                   filed include current, former and/or future employees of Defendants who work, worked, or will  
6                   work for Defendants as direct employees as well as temporary employees employed through temp  
7                   agencies as hourly non-exempt employees in California. At all times mentioned herein, the  
8                   currently named Plaintiff is and was domiciled and a resident and citizen of California and was  
9                   employed by Defendants in an hourly position at Defendants' location in San Bernardino County  
10                  from approximately February 14, 2023, until on or about March 13, 2024.

11                  4.       Defendant SIMPLEX TRANSPORTATION MANAGEMENT SERVICES, INC.  
12                  is authorized to do business within the State of California and is doing business in the State of  
13                  California and/or that Defendants DOES 1-50 are, and at all times relevant hereto were persons  
14                  acting on behalf of Defendant SIMPLEX TRANSPORTATION MANAGEMENT SERVICES,  
15                  INC. in the establishment of, or ratification of, the aforementioned illegal wage and hour practices  
16                  or policies. Defendant SIMPLEX TRANSPORTATION MANAGEMENT SERVICES, INC.  
17                  operates in San Bernardino County and employed Plaintiff and aggrieved employees in San  
18                  Bernardino County, including but not limited to, at 8560 Vineyard Ave Suite 112, Rancho  
19                  Cucamonga, CA 91730.

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

25                  6.       Defendants DOES 51 through 100 are individuals unknown to Plaintiff. Each  
26                  Defendant is sued individually and in their capacity as an agent, shareholder, owner,  
27                  representative, manager, supervisor, independent contractor and/or employee of each defendant  
28                  who violated or caused to be violated the minimum wage and overtime provisions of the Labor

Code and/or any provision of the Industrial Welfare Commission's wage orders regulating hours and days of work.

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

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

**FIRST CAUSE OF ACTION**

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

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

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

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

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

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

1           13. Labor Code sections 1194 and 1197 require an employer to compensate employees  
2 for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the  
3 Wage Orders.

4           14. In this case, Plaintiff and other current and former aggrieved California-based  
5 hourly non-exempt employees worked more minutes per shift than Defendants credited them with  
6 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former  
7 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum  
8 wage for all hours worked due to Defendants’ policies, practices, and/or procedures including, but  
9 not limited to:

10               (a) Requiring Plaintiff and other current and former aggrieved California-based hourly  
11 non-exempt employees to clock out for their meal breaks and continue to work through their off-  
12 the-clock meal breaks

13               (b) Requiring Plaintiff and other current and former aggrieved California-based hourly  
14 non-exempt employees to work through their meal breaks.

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

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

27           17. Labor Code sections 510 and 1194 require an employer to compensate employees a  
28 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty

1 (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

2  
3 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)  
4 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of  
5 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-  
6 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve  
7 (12) hours in one (1) day shall be compensated at the rate of no less than twice the regular  
8 rate of pay for an employee. In addition, any work in excess of eight (8) hours on any  
9 seventh day of a workweek shall be compensated at the rate of no less than twice the  
10 regular rate of pay of an employee. Labor Code § 510.

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

14 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly  
15 non-exempt employees to clock out for their meal breaks and continue to work through their off-  
16 the-clock meal breaks

17 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly  
18 non-exempt employees to work through their meal breaks.

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

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

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

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

12         22. If an employer fails to provide an employee a meal period in accordance with the  
13 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay  
14 for each workday that a legally required and compliant meal period was not provided. Labor Code  
15 §§ 226.7 and 1198; Wage Order 4 at § 11.

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

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

23                 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly  
24 non-exempt employees to clock out for their meal breaks and continue to work through their off-  
25 the-clock meal breaks

26                 (c) Failing to provide Plaintiff and other current and former aggrieved California-based  
27 hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes  
28 for every five hours worked due to requiring Plaintiff and other current and former aggrieved

1 California-based hourly non-exempt employees to take shortened meal breaks if Defendants  
2 needed Plaintiff and other current and former aggrieved California-based hourly non-exempt  
3 employees to work.

4 24. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or  
5 procedure of failing to compensate Plaintiff and other current and former aggrieved California-  
6 based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each  
7 workday that Plaintiff and/or other current and former aggrieved California-based hourly non-  
8 exempt employees did not receive legally required and compliant meal periods, in violation of  
9 Labor Code section 226.7.

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

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

18 27. California law requires every employer to authorize and permit an employee a rest  
19 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor  
20 Code § 226.7; Wage Order 4 at § 12. Under California law, "[e]mployees are entitled to 10  
21 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more  
22 than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so  
23 on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code  
24 § 226.7; Wage Order 4 at § 12. Rest periods, insofar as practicable, shall be in the middle of each  
25 work period. Wage Order 4 at § 12. Additionally, the rest period requirement "obligates employers  
26 to permit – and authorizes employees to take – off-duty rest periods." *Augustus v. ABM Security*  
27 *Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve  
28 employees of all duties and relinquish control over how employees spend their time. *Id.*

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

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

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

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

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

21           32.     **Failure to Indemnify for Losses and Expenditures Incurred as Part of**  
22 **Employment:** California law requires that every employer must indemnify its employees for all  
23 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at  
24 the obedience of the directions of the employer. Moreover, an employer is prohibited from passing  
25 the ordinary business expenses and losses of the employer onto the employee. (Lab. Code, §  
26 2802.)

27           33.     Defendants violated Labor Code Section 2802 by failing to indemnify Plaintiff and  
28 other current and former aggrieved California-based non-exempt hourly employees' necessary

1 expenditures they incurred in the discharge of their duties. Specifically, Defendants employed a  
2 policy, practice, and procedure,

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

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

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

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

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

1 other current and former aggrieved California-based hourly non-exempt employees their earned  
2 wages within the applicable time frames outlined in Labor Code section 204.

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

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

26 40. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff  
27 and other current and former aggrieved California-based hourly non-exempt employees all wages  
28 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest  
period premium wages) rendered Plaintiff's and other current and former aggrieved California-

1 based hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code  
2 section 226(a)(1, 2, 5 & 9).

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

7       42.     Defendants committed direct violations of Labor Code section 203, through their  
8 policies, practices, and/or procedures, including, but not limited to failing to pay Plaintiff and  
9 other current and former aggrieved California-based hourly non-exempt employees' final wages  
10 upon their separation from Defendant as result of not paying Plaintiff's PTO pay out .

11       43.     As a derivative of Plaintiff's allegations above, because Defendants failed to pay  
12 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees  
13 all of their earned wages (including minimum wages, overtime wages, meal period premium  
14 wages, and/or rest period premium wages), Defendants failed to pay those employees timely after  
15 each employee's termination and/or resignation, in violation of Labor Code sections 201, 202, and  
16 203.

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

21       45.     Plaintiff has complied with the procedures for bringing suit specified in Labor  
22 Code section 2699.3. On July 16, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA and  
23 provided notice to Defendants by certified mail which provided notice of the specific provisions of  
24 the Labor Code alleged to have been violated, including the facts and theories to support the  
25 violations alleged.

26       46.     Pursuant to Labor Code section 2699.3, the LWDA must give written notice by  
27 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code  
28 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the

1 parties notice within 65 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends  
2 to investigate Plaintiff's claims.

3 47. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil  
4 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a),  
5 226.7, 510, 512, and 1194, During Plaintiff's employment and continuing through the present,  
6 preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the  
7 following amounts:

8 a. For violations of Labor Code sections 201, 202, 203, 226(a), 226.7, and  
9 2802; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial  
10 violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each  
11 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

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

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

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

1 section 225.5].

2 48. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of  
3 reasonable attorneys' fees and costs in connection with his/her claims for civil penalties.

4 **PRAYER FOR RELIEF**

5 **WHEREFORE, PLAINTIFF, ON BEHALF OF HERSELF AND ON OTHER**  
6 **AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:**

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

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

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

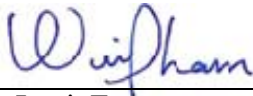
13 3. For attorneys' fees and costs of suit, including but not limited to those recoverable  
14 under California Labor Code section 2699(g); and

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

17  
18 Dated: October 08, 2024

Respectfully submitted,  
**LAVI & EBRAHIMIAN, LLP**

19  
20  
21 By:

  
\_\_\_\_\_  
Joseph Lavi, Esq.  
Vincent C. Granberry, Esq.  
Jeffrey M. Schwartz, Esq.  
Win Pham, Esq.  
Attorneys for Plaintiff  
MARIA ARIAS  
on behalf of herself and current and former  
aggrieved employees