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Attorneys for Plaintiff NORMA A. GARCIA,
on behalf of herself and current and former aggrieved employees

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

NORMA A. GARCIA, on behalf of herself and
current and former aggrieved employees

Plaintiff,

vs.

CITIZENS OF HUMANITY, LLC; and DOES 1
to 100, inclusive,

Defendants.

Case No.: **24STCV30263**

PAGA ACTION

**PLAINTIFF NORMA A. GARCIA'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff NORMA A. GARCIA ("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 CITIZENS OF HUMANITY, LLC; and DOES 1 to
100, inclusive (collectively "Defendants") as follows:

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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, herself
4 and other current and former aggrieved employees of Defendants who worked as hourly non-exempt
5 employees in California during the relevant time period seeking civil penalties associated with
6 Defendants’ violation of the Labor Code based on Defendants’ failure to pay wages for all hours
7 worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to
8 authorize or permit all legally required and/or compliant meal periods or pay meal period premium
9 wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest
10 period premium wages; failure to timely pay earned wages during employment; statutory penalties
11 for failure to provide accurate wage statements; statutory waiting time penalties in the form of
12 continuation wages for failure to timely pay employees all wages due upon separation of
13 employment. Plaintiff seeks on a representative basis, following notice to the Labor and Workforce
14 Development Agency, civil penalties, reasonable attorneys’ fees pursuant to Labor Code section
15 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and 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 herself, 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 5715 Bickett Street, Huntington
25 Park, CA 90255.

26 **III. PARTIES**

27 3. Plaintiff brings this action as a representative of the Labor and Workforce
28 Development Agency on behalf of herself 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 work
3 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 currently
5 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
6 Defendants in an hourly position at Defendants' location in Los Angeles County from approximately
7 March 18, 2024, until on or about June 7, 2024.

8 4. Defendant CITIZENS OF HUMANITY, LLC is authorized to do business within the
9 State of California and is doing business in the State of California and/or that Defendants DOES 1-
10 50 are, and at all times relevant hereto were persons acting on behalf of CITIZENS OF
11 HUMANITY, LLC in the establishment of, or ratification of, the aforementioned illegal wage and
12 hour practices or policies. Defendant CITIZENS OF HUMANITY, LLC operates in Los Angeles
13 County and employed Plaintiff and aggrieved employees in Los Angeles County, including but not
14 limited to, at 5715 Bickett Street, Huntington Park, CA 90255.

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

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

24 7. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
25 sues said defendants by said fictitious names and will amend this complaint when the true names
26 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
27 permitted by law or by the Court. Each fictitiously named defendant is in some manner responsible
28 for the events and allegations set forth in this complaint.

1 hours worked due to Defendants' policies, practices, and/or procedures including, but not limited
2 to:

3 (a) Requiring Plaintiff and similarly situated hourly non-exempt employees to clock
4 out for their second uninterrupted duty-free meal period after working shifts over ten (10) hours
5 and continue to work through their off-the-clock meal breaks.
6

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

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

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

22 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
23 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
24 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
25 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
26 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
27 for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a
28 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
employee. Labor Code § 510.

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

4 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
5 non-exempt employees to clock out for their second uninterrupted duty-free meal period after
6 working shifts over ten (10) hours and continue to work through their off-the-clock meal breaks.

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

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

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

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

23. In this case, Defendants failed to authorize or permit legally required and compliant meal 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 limited to:

(a) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to clock out for their second uninterrupted duty-free meal period after working shifts over ten (10) hours and continue to work through their off-the-clock meal breaks.

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

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

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

1 27. California law requires every employer to authorize and permit an employee a rest
2 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
3 § 226.7; Wage Order 4 at § 12. Under California law, “[e]mployees are entitled to 10 minutes’ rest
4 for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours
5 up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker*
6 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code § 226.7; Wage
7 Order 4 at § 12. Rest periods, insofar as practicable, shall be in the middle of each work period.
8 Wage Order 4 at § 12. Additionally, the rest period requirement “obligates employers to permit –
9 and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*,
10 (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
11 duties and relinquish control over how employees spend their time. *Id.*

12 28. If the employer fails to authorize or permit a required rest period, the employer must
13 pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the
14 employer did not authorize or permit a legally required rest period. Labor Code § 226.7; Wage Order
15 4 at § 12.

16 29. In this case, Defendants failed to authorize or permit all legally required and
17 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
18 non-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
21 California-based hourly non-exempt employees with net ten (10) minute rest breaks for every four
22 (4) hours worked or major fraction thereof due to workload and production demands imposed by
23 employer.

24 30. 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-based
26 hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday
27 they did not receive legally required and compliant rest periods, in violation of Labor Code section
28 226.7.

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

5 32. **Failure to timely pay earned wages during employment:** In California, wages
6 must be paid at least twice during each calendar month on days designated in advance by the
7 employer as regular paydays, subject to some exceptions. Labor Code § 204(a). Wages earned
8 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
9 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
10 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll
11 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
12 calendar days following the close of the payroll period in which wages were earned. Labor Code §
13 204(d).

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

21 34. **Secret payment of lower wages than designated by statute:** Labor Code section
22 223 provides that, where any statute or contract requires an employer to maintain the designated
23 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
24 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
25 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
26 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
27 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
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Code section 1198, Defendants secretly paid a lower wage than designated by statute while purporting to pay the wages designated by statute, in violation of Labor Code section 223.

35. **Failure to provide complete and accurate wage statements:** Labor Code section 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee his or her wages, the employer must “furnish each of his or her employees ... an itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, 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 Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the name of the employee and his or her 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.”

36. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all wages 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-based hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code section 226(a)(1, 2, 5 & 9).

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

38. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all of their earned wages (including minimum wages, overtime wages, meal period premium wages,

1 and/or rest period premium wages), Defendants failed to pay those employees timely after each
2 employee's termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

3 39. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
4 section 2699.3. On September 11, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA and
5 provided notice to Defendants by certified mail which provided notice of the specific provisions of
6 the Labor Code alleged to have been violated, including the facts and theories to support the
7 violations alleged.

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

13 41. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
14 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
15 510, 512, and 1194, During Plaintiff's employment and continuing through the present, preceding
16 Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following
17 amounts:

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

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

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

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

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

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

15 **PRAYER FOR RELIEF**

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

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

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

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

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

26 4. For such and other further relief, in law and/or equity, as the Court deems just or
27 appropriate.
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Dated: November 18, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP



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