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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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By: Ariel Barajas, DEPUTY

Attorneys for Plaintiff ISRAEL JESSE GARCIA,
on behalf of himself and current and former aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

ISRAEL JESSE GARCIA, on behalf of himself
and current and former aggrieved employees

Plaintiff,

vs.

PRIMEFLIGHT AVIATION SERVICES, INC.;
and DOES 1 to 100, inclusive,

Defendants.

Case No.: CIVSB2436946

PAGA ACTION

**PLAINTIFF ISRAEL JESSE GARCIA'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff ISRAEL JESSE GARCIA ("Plaintiff"), who alleges and complains
against Defendants PRIMEFLIGHT AVIATION 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, himself
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 minimum wage and all overtime hours worked at the overtime rate of pay; failure to pay

1 overtime wages at the proper overtime rate of pay; failure to authorize or permit all legally required
2 and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit all
3 legally required and/or compliant rest periods or pay rest period premium wages; indemnification
4 for all necessary expenditures or losses incurred by employees in direct consequence of discharging
5 their duties; statutory penalties for failure to timely pay earned wages during employment; statutory
6 penalties for failure to provide accurate wage statements; statutory waiting time penalties in the
7 form of continuation wages for failure to timely pay employees all wages due upon separation of
8 employment. Plaintiff seeks on a representative basis, following notice to the Labor and Workforce
9 Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor Code §
10 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

11 **II. JURISDICTION AND VENUE**

12 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
13 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
14 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
15 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
16 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
17 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
18 aggrieved California-based hourly non-exempt employees occurred in locations throughout
19 California, including but not limited to San Bernardino County, at 2222 International Way, Ontario,
20 CA 91761.

21 **III. PARTIES**

22 1. Plaintiff brings this action as a representative of the Labor and Workforce
23 Development Agency on behalf of himself and other current and former employees subject to
24 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
25 filed include current, former and/or future employees of Defendants who work, worked, or will work
26 for Defendants as direct employees as well as temporary employees employed through temp
27 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
28 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by

1 Defendants in an hourly position at Defendants' location in San Bernardino County from in or
2 around November 10, 2023 until on or about January 7, 2024.

3 2. Plaintiff is informed and believes and thereon alleges that Defendant
4 PRIMEFLIGHT AVIATION SERVICES, INC. is authorized to do business within the State of
5 California and is doing business in the State of California and/or that Defendants DOES 1-50 are,
6 and at all times relevant hereto were persons acting on behalf of Defendant PRIMEFLIGHT
7 AVIATION SERVICES, INC. in the establishment of, or ratification of, the aforementioned illegal
8 wage and hour practices or policies. Defendant PRIMEFLIGHT AVIATION SERVICES, INC.
9 operates in San Bernardino County and employed Plaintiff and aggrieved employees in San
10 Bernardino County, including but not limited to, at 2222 International Way, Ontario, CA 91761.

11 3. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
12 through 50 are corporations, or are other business entities or organizations of a nature unknown to
13 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
14 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and working
15 conditions of employment of Plaintiff and aggrieved employees.

16 4. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
17 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
18 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
19 supervisor, independent contractor and/or employee of each defendant who violated or caused to be
20 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the
21 Industrial Welfare Commission's wage orders regulating hours and days of work.

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

28 6. 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 §§ 2698, ET SEQ.**

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

7. Plaintiff incorporates all paragraphs above as though fully set forth herein.

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

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

10. **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.

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

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

1 (a) Requiring Plaintiff and other current and former aggrieved California-based
2 hourly non-exempt employees to don uniforms, such as Defendant-issued vests, prior to clocking in
3 for the start of their shift, and doff their uniforms after clocking out for the end of their shift;

4 (b) Requiring Plaintiff and similarly situated employees to line up to wait to
5 undergo and undergo off-the-clock security checks, prior to being permitted to clock-in for their
6 start shifts; and

7 (c) Requiring Plaintiff and similarly situated employees to line up and wait in
8 line for the time clocks to become available in order to clock in for the start of their shifts.

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

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

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

25 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
26 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
27 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
28 (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.

1 Labor Code § 510.

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

5 (a) Requiring Plaintiff and other current and former aggrieved California-based
6 hourly non-exempt employees to don uniforms, such as Defendant-issued vests, prior to clocking in
7 for the start of their shift, and doff their uniforms after clocking out for the end of their shift;

8 (b) Requiring Plaintiff and similarly situated employees to line up to wait to
9 undergo and undergo off-the-clock security checks, prior to being permitted to clock-in for their
10 start shifts; and

11 (c) Requiring Plaintiff and similarly situated employees to line up and wait in
12 line for the time clocks to become available in order to clock in for the start of their shifts.

13 17. Furthermore, overtime is based upon an employee's regular rate of pay. "The regular
14 rate at which an employee is employed shall be deemed to include all remuneration for employment
15 paid to, or on behalf, of the employee." See Division of Labor Standards Enforcement –
16 Enforcement Policies and Interpretations Manual, § 49.1.2.

17 18. In this case, Plaintiff alleges that when he and other current and former aggrieved
18 California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay
19 them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all
20 remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a
21 policy, practice, and/or procedure of failing to include all remuneration such as "Adj Reg.", for
22 example, when calculating Plaintiff's and other current and former aggrieved California-based
23 hourly non-exempt employees' regular rate of pay for the purpose of paying overtime.

24 19. The foregoing policies, practices, and/or procedures resulted in time during each
25 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
26 employees were under the control of Defendants but were not compensated. To the extent that the
27 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
28 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,

1 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
2 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code §§
3 510, 1194 and 1198, and the applicable Wage Order.

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

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

20 22. If an employer fails to provide an employee a meal period in accordance with the
21 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
22 for each workday that a legally required and compliant meal period was not provided. Labor Code
23 §§ 226.7 and 1198; Wage Order 4 at §11.

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

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

1 hourly non-exempt employees to doff uniforms, such as Defendant's vests, after clocking out for
2 the start of their meal breaks and don their uniform before clocking in for the end of their meal
3 breaks, without being paid for that time.

4 (b) Requiring Plaintiff and other current and former aggrieved California-based
5 hourly non-exempt employees to line up and wait in line for the time clocks to become available to
6 clocking in for the end of their meal breaks.

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

12 25. Finally, on occasions when Defendants paid Plaintiff and other current and former
13 aggrieved California-based hourly non-exempt employees a "premium" wage for late, missed, short,
14 on-premise, on-duty, and/or interrupted meal periods, Defendants failed to pay the one (1) additional
15 hour of pay at Plaintiff's and other current and former aggrieved California-based hourly non-
16 exempt employees' regular rate of compensation. Specifically, Defendants maintained a policy,
17 practice, and/or procedure of failing to include all remuneration such as "Adj Reg.", for example,
18 when calculating Plaintiff's and other current and former aggrieved California-based hourly non-
19 exempt employees' regular rate of pay for the purpose of paying meal period premium wages.

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

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

28 28. California law requires every employer to authorize and permit an employee a rest

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

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

15 30. In this case, Defendants failed to authorize or permit all legally required and
16 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
17 non-exempt employees due to Defendants’ policies, practices, and/or procedures.

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

22 32. Finally, on occasions when Defendants did pay Plaintiff and other current and former
23 aggrieved California-based hourly non-exempt employees a “premium” wage for late, missed, short,
24 on-premise, on-duty, and/or interrupted rest periods, Defendants failed to pay the one (1) additional
25 hour of pay at Plaintiff’s and other current and former aggrieved California-based hourly non-
26 exempt employees’ regular rate of compensation. Specifically, Defendants maintained a policy,
27 practice, and/or procedure of failing to include all remuneration such “Adj Reg.”, for example, when
28 calculating Plaintiff’s and other current and former aggrieved California-based hourly non-exempt

employees' regular rate of pay for the purpose of paying rest period premiums.

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

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

35. Defendants have violated Labor Code § 2802 by failing to indemnify Plaintiff and other current and former aggrieved California-based non-exempt hourly employees' necessary expenditures they incurred in the discharge of their duties. Specifically, Defendants employed policies, practices, and/or procedures included, but not limited to, requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to use or purchase their own tools and resources in order to work for employers, including, but not limited to their cellphones (including both telephone use and cellular data use) and maintenance of their uniforms for work-related purposes – without reimbursing Plaintiff and other current and former aggrieved California-based hourly non-exempt employees for such use.

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

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

38. **Failure to timely pay earned wages during employment:** In California, wages must be paid at least twice during each calendar month on days designated in advance by the

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

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

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

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

1 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the
2 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
3 rate basis, (4) all deductions, provided, that all deductions made on written orders of the employee
4 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the pay
5 period for which the employee is paid, (7) the name of the employee and his or her social security
6 number, (8) the name and address of the legal entity that is the employer, and (9) all applicable
7 hourly rates in effect during the pay period and the corresponding number of hours worked at each
8 hourly rate by the employee.”

9 42. 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 period
12 premium wages) rendered Plaintiff’s and other current and former aggrieved California-based
13 hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code § 226(a)(1,
14 2, 5 & 9).

15 43. **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 § 201) or within seventy-two (72) hours
18 of resignation (Labor Code § 202).

19 44. 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 all
21 their earned wages (including minimum wages, overtime wages, meal period premium wages,
22 and/or rest period premium wages), Defendants failed to pay those employees timely after each
23 employee’s termination and/or resignation, in violation of Labor Code §§ 201, 202, and 203.

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

27 46. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
28 § 2699.3. On October 2, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA and provided

1 notice to Defendants by certified mail which provided notice of the specific provisions of the Labor
2 Code alleged to have been violated, including the facts and theories to support the violations alleged.

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

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

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

17 b. For violations of Labor Code § 226(a), alternatively, two hundred fifty dollars
18 (\$250) for each employee for each pay period for the initial violation, and for each subsequent
19 violation, one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty
20 amounts established by Labor Code § 226.3].

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

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

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

5 49. Pursuant to Labor Code § 2699(g), Plaintiff is entitled to an award of reasonable
6 attorneys' fees and costs in connection with his claims for civil penalties.

7 **PRAYER FOR RELIEF**

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

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

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

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

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

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

20
21 Dated: December 13, 2024

Respectfully submitted,

LAVI & EBRAHIMIAN, LLP

22
23
24 By:


Joseph Lavi, Esq.

Vincent C. Granberry, Esq.

William Tran, Esq.

Attorneys for Plaintiff ISRAEL JESSE GARCIA,
on behalf of himself and current and former
aggrieved employees