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on behalf of herself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

KRISTA AYALA, on behalf of herself and current
and former aggrieved employees

Plaintiff,

vs.

EISENHOWER IMAGING CENTER, LLC; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: **CVPS2407870**

PAGA ACTION

**PLAINTIFF KRISTA AYALA'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff KRISTA AYALA ("Plaintiff"), who alleges and complains against
Defendants EISENHOWER IMAGING CENTER, LLC; 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

1 worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to pay
2 overtime wages at the proper overtime rate of pay; failure to authorize or permit all legally required
3 and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit
4 all legally required and/or compliant rest periods or pay rest period premium wages; statutory
5 penalties for failure to timely pay earned wages during employment; statutory penalties for failure
6 to provide accurate wage statements; statutory waiting time penalties in the form of continuation
7 wages for failure to timely pay employees all wages due upon separation of employment. Plaintiff
8 seeks on a representative basis, following notice to the Labor and Workforce Development Agency,
9 civil penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs
10 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 Riverside County, at 39000 Bob Hope Drive, Rancho
20 Mirage, CA 92270.

21 **III. PARTIES**

22 3. Plaintiff brings this action as a representative of the Labor and Workforce
23 Development Agency on behalf of herself 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

Defendants in an hourly position at Defendants' location in Riverside County from in or around 2008 until on or about March 31, 2024.

4. Plaintiff is informed and believes and thereon alleges that Defendant EISENHOWER IMAGING CENTER, LLC is authorized to do business within the State of California and is doing business in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto were persons acting on behalf of Defendant EISENHOWER IMAGING CENTER, LLC in the establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant EISENHOWER IMAGING CENTER, LLC operates in Riverside County and employed Plaintiff and aggrieved employees in Riverside County, including but not limited to, at 39000 Bob Hope Drive, Rancho Mirage, CA 92270.

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

6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued individually and in his or her capacity as an agent, shareholder, owner, representative, manager, supervisor, independent contractor and/or employee of each defendant 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. Plaintiff is informed and believes that each of the fictitiously named defendants 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 all paragraphs above 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, 1198, 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.

13. Labor Code sections 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.

14. 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.

15. Therefore, Defendants suffered, permitted, and required Plaintiff and other current

1 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants’
2 control without paying wages for that time. This resulted in Plaintiff and other current and former
3 aggrieved California-based hourly non-exempt employees working time for which they were not
4 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
5 Wage Order.

6 16. **Failure to pay wages for overtime hours worked at the overtime rate of pay**
7 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of
8 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer
9 is required to pay hourly employees for all “hours worked,” which includes all time that an employee
10 is under control of the employer and all time the employee is suffered and permitted to work. This
11 includes the time an employee spends, either directly or indirectly, performing services that inure to
12 the benefit of the employer.’

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

16 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
17 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
18 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
19 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
20 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.

21 Labor Code section 510.

22 18. In this case, Defendants failed to pay Plaintiff and other current and former aggrieved
23 California-based hourly non-exempt employees overtime wages for all overtime hours worked due
24 to Defendants’ policies, practices, and/or procedures.

25 19. Furthermore, overtime is based upon an employee’s regular rate of pay. “The regular
26 rate at which an employee is employed shall be deemed to include all remuneration for employment
27 paid to, or on behalf, of the employee.” *See* Division of Labor Standards Enforcement –
28 Enforcement Policies and Interpretations Manual, Section 49.1.2.

1 20. In this case, Plaintiff alleges that when she and other current and former aggrieved
2 California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay
3 them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all
4 remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a
5 policy, practice, and/or procedure of failing to include all remuneration such as quarterly bonus pay,
6 for example, when calculating Plaintiff's and other current and former aggrieved California-based
7 hourly non-exempt employees' regular rate of pay for the purpose of paying overtime.

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

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

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

1 shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal
2 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
3 of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

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

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

12 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
13 hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes
14 for every five hours worked due to missed and/or on duty meal breaks.

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

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

24 27. Finally, on occasions when Defendants paid Plaintiff and other current and former
25 aggrieved California-based hourly non-exempt employees a “premium” wage for late, missed, short,
26 on-premise, on-duty, and/or interrupted meal periods, Defendants failed to pay the one (1) additional
27 hour of pay at Plaintiff’s and other current and former aggrieved California-based hourly non-
28 exempt employees’ regular rate of compensation. Specifically, Defendants maintained a policy,

1 practice, and/or procedure of failing to include all remuneration such as quarterly bonus pay, for
2 example, when calculating Plaintiff's and other current and former aggrieved California-based
3 hourly non-exempt employees' regular rate of pay for the purpose of paying meal period premium
4 wages.

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

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

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

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

28 32. In this case, Defendants failed to authorize or permit all legally required and

1 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
2 non-exempt employees due to Defendants' policies, practices, and/or procedures including, but not
3 limited to:

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

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

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

16 34. Finally, on occasions when Defendants did pay Plaintiff and other current and former
17 aggrieved California-based hourly non-exempt employees a "premium" wage for late, missed, short,
18 on-premise, on-duty, and/or interrupted rest periods, Defendants failed to pay the one (1) additional
19 hour of pay at Plaintiff's and other current and former aggrieved California-based hourly non-
20 exempt employees' regular rate of compensation. Specifically, Defendants maintained a policy,
21 practice, and/or procedure of failing to include all remuneration such quarterly bonus pay, 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 rest period premiums.

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

28 36. **Failure to timely pay earned wages during employment:** In California, wages

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

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

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

25 39. **Failure to provide complete and accurate wage statements:** Labor Code section
26 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee
27 his or her wages, the employer must "furnish each of his or her employees ... an itemized statement
28 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any

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

10 40. As a result of Defendants’ knowing and intentional failure to pay Plaintiff and other
11 current and former aggrieved California-based hourly non-exempt employees all wages earned
12 (including minimum wages, overtime wages, meal period premium wages, and/or rest period
13 premium wages) Plaintiff’s and other current and former aggrieved California-based hourly non-
14 exempt employees’ wage statements were rendered inaccurate, in violation of Labor Code section
15 226(a)(1, 2, 5 & 9). As such Plaintiff and other current and former aggrieved California-based
16 hourly non-exempt employees were unable to promptly and easily determine the accurate
17 information required by Labor Code section 226(a).

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

22 42. As a result of Defendants willful and intentional failure to pay Plaintiff and other
23 current and former aggrieved California-based hourly non-exempt employees all their earned wages
24 (including minimum wages, overtime wages, meal period premium wages, and/or rest period
25 premium wages), Defendants willfully and intentionally failed to pay those employees timely after
26 each employee’s termination and/or resignation, in violation of Labor Code sections 201, 202, and
27 203.

28 43. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee,

1 on behalf of himself or herself and other current or former employees, to bring a civil action to
2 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code
3 section 2699.3.

4 44. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
5 section 2699.3. On October 1, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA and
6 provided notice to Defendants by certified mail which provided notice of the specific provisions of
7 the Labor Code alleged to have been violated, including the facts and theories to support the
8 violations alleged.

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

14 46. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
15 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
16 510, 512, 1194, and 1198, during Plaintiff's employment and continuing through the present,
17 preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the
18 following amounts:

19 a. For violations of Labor Code sections 201, 202, 203, 226(a), 226.7 and 1198;
20 one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
21 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
22 violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

27 c. For violations of Labor Code section 510 and 512, fifty dollars (\$50) for each
28 employee for each pay period for the initial violation, and for each subsequent violation, one

1 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
2 established 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 for each subsequent violation, or any
5 willful or intentional violation, two hundred dollars (\$200) 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 for each subsequent violation, or any
10 willful or intentional violation, two hundred dollars (\$200) 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 47. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
14 reasonable attorneys' fees and costs in connection with 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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1 Dated: December 6, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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By: /s/ Matthew Gustin
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