

Kevin Mahoney (SBN: 235367)
kmahoney@mahoney-law.net
John A. Young (SBN: 299809)
jyoung@mahoney-law.net
MAHONEY LAW GROUP, APC
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Telephone: (562) 590-5550

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Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By T. Tang, Deputy Clerk

Attorneys for Plaintiff SONYA ARMENTA as a designated Private Attorney General, pursuant to the Private Attorney General Act,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

SONYA ARMENTA, as a designated Private Attorney General, pursuant to the Private Attorney General Act,

Plaintiff,

v.

BIOMAT USA, INC.; and DOES 1 through 50, inclusive,

Defendants.

Case No.: **25NWCV00143**

COMPLAINT FOR DAMAGES

1. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Accurate Itemized Wage Statements; and
4. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Pay Wages Due Upon Termination of Employment.

1 Plaintiff SONYA ARMENTA (“Plaintiff”) complains and alleges as follows:

2 **INTRODUCTION**

3 1. This is an action brought on behalf of state of California as a Private Attorney
4 General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code
5 §2698 et seq. as a result of one (1) or more of the violations of the California Labor Code alleged
6 herein by Defendant BIOMAT USA, INC. (“Defendant”). The term “RELEVANT TIME
7 PERIOD” or “TIME PERIOD” is defined as one (1) year and sixty-five (65) days prior to the
8 filing of the complaint. Plaintiff, as a Private Attorney General, reserves the right to amend this
9 complaint to reflect a different “Time Period” as further discovery is conducted.

10 2. Plaintiff, on behalf of the State of California as a Private Attorney General seeks
11 relief against Defendant for its: (1) failure to pay all wages due, including minimum and overtime
12 wages; (2) failure to provide accurate itemized wage statements; (3) failure to provide meal
13 periods or compensation in lieu thereof; and (4) failure to pay wages due upon termination of
14 employment.

15 3. At all relevant times herein, Defendant has consistently maintained and enforced
16 the following unlawful policies and practices against its workforce by:

- 17 (a) Willfully refusing to pay all hours worked, including both minimum and overtime
18 wages;
19 (b) Willfully refusing to furnish accurate itemized wage statements upon payment of
20 wages;
21 (c) Willfully refusing to provide timely uninterrupted meal periods or adequate
22 compensation in lieu thereof; and
23 (d) Willfully refusing to pay all wages due upon separation of employment;

24 **JURISDICTION AND VENUE**

25 4. This Court has subject matter jurisdiction over the causes of action alleged in this
26 complaint because the Court is a court of general subject matter jurisdiction and is not otherwise
27 excluded from exercising subject matter jurisdiction over said causes of action.

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5. Venue is proper in the County of Los Angeles because Defendant, transacts business in this county, the obligations and liability arise in this county.

6. The California Superior Court has jurisdiction in the matter, because of the individual claims are under the seventy-five thousand dollars (\$75,000.00) jurisdictional threshold for Federal Court and this action seeks recovery of civil penalties. Plaintiff is a resident of and/or domiciled in the County of Los Angeles, State of California.

7. Further, there is no federal question at issue as the issues herein are based solely on California statutes and law, including the Labor Code, Code of Civil Procedure, Business and Professions Code, and California Rules of Court.

THE PARTIES

Plaintiff

8. Plaintiff was employed by Defendant from approximately December 4, 2021 through on or around January 26, 2024. At all relevant times herein, Plaintiff was employed by Defendant in a paid hourly non-exempt position. At all relevant times herein, Plaintiff was entitled to compensation for all hours worked, including minimum, regular, and overtime wages, as well as meal period premiums from Defendant.

Defendant

9. Plaintiff is informed and believes, and based thereon alleges, that Defendant is a California medical group that provides medical services throughout California. On information and belief, and based thereon, Plaintiff alleges that Defendant is conducting business in good standing in California, and at all times herein mentioned has regularly conducted business throughout the State of California.

10. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in the conduct herein alleged of Defendant sued herein as DOES 1 through 50, inclusive, but on information and belief alleges that said Defendant is legally responsible for the violations alleged herein. Plaintiff will amend this complaint to allege the true names and capacities of the DOE Defendants when ascertained.

/ / /

1 11. Plaintiff is informed believes, and thereon alleges, that each Defendant acted in all
2 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
3 business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally
4 attributable to the other Defendants. Furthermore, Defendants operate as a joint venture and/or
5 single business enterprise, integrated enterprise and/or are agents of one another, are alter egos,
6 joint employers and conspire with one another to increase profits by engaging in the conduct
7 described in this complaint.

8 12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
9 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
10 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
11 below was acting, at least in part, within the course and scope of that authority as such agent,
12 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
13 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
14 are legally attributable to the other Defendants.

15 **PAGA ADMINISTRATIVE PREREQUISITE**

16 13. Plaintiff brings this case as Private Attorney General pursuant to the Private
17 Attorney General Act (2004), and mores specifically, Labor Code section 2698 et seq. seeking
18 penalties, as provided by the Private Attorney General Act, Labor Code section 2698 et seq.
19 (“PAGA”).

20 14. Prior to filing this complaint, on November 4, 2024, Plaintiff gave written notice
21 by certified electronic mail to the Labor and Workforce Development Agency (“LWDA”) and to
22 Defendant of the specified provisions alleged to have been violated, including the facts and
23 theories to support the alleged violation as required by Labor Code section 2699.3. A true and
24 correct copy of Plaintiff’s original letter dated November 4, 2024, sent to the LWDA on
25 November 4, 2024, is attached hereto as Exhibit A.

26 15. More than sixty-five (65) days have passed since Plaintiff submitted Plaintiff’s
27 notice to the LWDA and Defendant of the specific alleged Labor Code violations, and the LWDA
28 has not provided notice to Plaintiff of its intent to investigate such alleged violations. Plaintiff

1 further has received no notice of Defendant; intent to cure any of the alleged violations. Therefore,
2 Plaintiff has satisfied the administrative prerequisites for filing this action as a Private Attorney
3 General with regard to Plaintiff's PAGA notice.

4 **FACTUAL ALLEGATIONS**

5 16. This lawsuit arises out of an ongoing wrongful scheme by Defendant to deny its
6 employees the benefits due under California's wage and hour laws for work performed in
7 California. Defendant wrongfully refused to compensate its employees for minimum wages,
8 overtime compensation, provide timely uninterrupted meal periods, provide accurate wage
9 statements, and pay wages owed at the end of the employment, as required under California law.

10 17. Throughout the Relevant Time Period, Defendant employed hourly non-exempt
11 positions throughout California. Defendant in compensated said positions at an hourly rate less
12 than twice that of the state minimum wage and such positions remained under the direct control
13 and supervision of Defendant. Accordingly, these positions remain non-exempt from California's
14 wage and hour laws yet Defendant failed to pay overtime, and otherwise pay all wages due to
15 these non-exempt employees as required by law.

16 18. Plaintiff is informed and believes, and based thereon alleges, that Defendant's
17 policies and practices described herein are common within the State of California.

18 19. Plaintiff is informed and believes, and based thereon alleges, that at all times
19 herein mentioned, Defendant was advised by skilled lawyers, employees and other professionals
20 who were knowledgeable about California's wage and hour laws, employment and personnel
21 practices, and the requirements of California law.

22 20. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
23 or should have known that by not compensating its employees for all hours worked, including
24 minimum, regular, and overtime wages, for work that was required to be performed was in
25 violation of the California labor code. In violation of the Labor Code and IWC Wage Orders,
26 Defendant failed to pay its employees earned wages by failing to compensate at the mandatory
27 minimum wage. Defendant also failed to pay its employees at the requisite overtime rate for all
28 hours worked in excess of eight (8) hours and/or twelve (12) hours per workday.

1 21. Plaintiff alleges that Defendant failed to compensate its employees at the legally
2 mandated wage rates for all hours worked. Specifically, Defendant failed to pay Plaintiff and
3 other non-exempt hourly employees earned wages by failing to pay for all hours worked and
4 failing to pay the proper overtime and double time rates of pay, among other things. Plaintiff and
5 non-exempt hourly employees were frequently required to work through meal periods and attend
6 to donors/patients while off-the-clock. Plaintiff and non-exempt hourly employees were paid non-
7 discretionary bonuses and or incentive payment, yet Defendant failed to include these incentive
8 payments and or non-discretionary payments in their regular rate of pay when calculating their
9 overtime rate.

10 22. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
11 or should have known that it was required to provide its employees with itemized wage statements
12 that accurately showed their actual hours worked, total hours worked, number of hours worked at
13 each hourly rate, gross and net wages earned, and premium wages earned per pay period in
14 accordance with California law. In violation of the Labor Code, Defendant failed to provide its
15 employees with accurate itemized wage statements showing their rate of pay, the actual hours
16 worked, correct premium wages earned per pay period, as well as the total hours work per pay
17 period.

18 23. By failing to include on its wage statements all minimum wage and overtime owed,
19 Defendant failed to keep and provide accurate wage statements in violation of the California labor
20 code.

21 24. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
22 or should have known that its employees were entitled to timely payment of wages due upon
23 separation of employment. In violation of the Labor Code, Defendant failed to pay all wages due,
24 within permissible time periods, upon separation of employment.

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1 **FIRST CAUSE OF ACTION**

2 **VIOLATION OF PAGA FOR RECOVERY OF UNPAID MINIMUM WAGE AND**
3 **OVERTIME**

4 **(Plaintiff As a Private Attorney General Against All Defendants)**

5 25. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
6 complaint as if fully set forth herein.

7 26. Any work in excess of eight (8) hours in any workday and any work in excess of
8 forty (40) hours in a workweek shall be compensated at a rate of no less than one and one-half
9 (1 and ½) times the regular rate of pay for an employee. (Labor Code § 510(a); IWC Wage Order
10 9-2001, Sect. 3(A).) Any work in excess of twelve (12) hours in a workday shall be compensated
11 at the rate of twice the regular rate of pay for an employee. (*Ibid.*)

12 27. Defendant's employees regularly worked over eight (8) hours per day and forty
13 (40) hours per week. Defendant failed to pay its employees minimum wage for all hours worked
14 and overtime premium for hours worked in excess of over eight (8) hours per day and/or forty
15 (40) hours per week for work performed for the Defendant. Defendant's failure to compensate
16 Plaintiff and other non-exempt hourly employees the proper rate for meal period premiums when
17 they missed meal breaks is a violation of the Labor Code. Defendant also failed to accurately
18 calculate the overtime rate for Plaintiff and other non-exempt hourly employees. Defendant failed
19 to pay Plaintiff and non-exempt hourly employees earned wages by failing to pay for all hours
20 worked and failing to pay the proper overtime and double time rates of pay, among other things.
21 Plaintiff and non-exempt hourly employees were frequently required to work through meal
22 periods and attend to donors/patients while off-the-clock. Plaintiff and non-exempt hourly
23 employees were paid non-discretionary bonuses and or incentive payment, yet Defendant failed
24 to include these incentive payments and or non-discretionary payments in their regular rate of pay
25 when calculating their overtime rate.

26 28. Since the LWDA has not indicated that it will be investigating more than sixty-
27 five (65) days since Plaintiff provided notice, and because Defendant took no corrective action to
28 remedy the allegations set forth above, Plaintiff, as a Private Attorney General, will seek any and

1 all penalties otherwise capable of being collected by the Labor Commission, the LWDA and/or
2 the Department of Labor Standards Enforcement (“DLSE”). This includes each of the following,
3 as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a),
4 applies to any alleged violation of the following provisions: 510 and 1194.

5 29. Plaintiff is informed and believes that Defendant have violated, and continues to
6 violate, provisions of the Labor Code and applicable Wage Orders related to the payment of
7 minimum wages and overtime.

8 30. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
9 penalties for each and every violation shown to exist or to have occurred during the Relevant
10 Time Period, in an amount according to proof, as to those penalties that are otherwise only
11 available to public agency enforcement actions.

12 31. Additionally, Plaintiff as a Private Attorney General are entitled to attorney’s fees
13 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
14 interest.

15 **SECOND CAUSE OF ACTION**

16 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR**
17 **COMPENSATION IN LIEU THEREOF**

18 **(Plaintiff As a Private Attorney General Against All Defendants)**

19 32. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
20 complaint as if fully set forth herein.

21 33. Labor Code sections 226.7 and 512 and IWC Wage Order 9-2001, sect. 11 provide
22 that no employer shall employ any person for a work period of more than five (5) hours without
23 providing a meal period uninterrupted by work duties of not less than thirty (30) minutes.

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1 34. Labor Code section 226.7 provides that if an employer fails to provide an
2 employee with a meal period in accordance with this section, the employer shall pay the employee
3 one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
4 period is not provided in accordance with this section. Plaintiff alleges Defendant failed to provide
5 legally compliant meal periods in addition to impeding, discouraging, dissuading and/or not
6 relieving employees from all work duties during meal periods thereby preventing employees from
7 taking legally compliant meal periods.

8 35. At all times relevant hereto, Plaintiff and other non-exempt hourly employees have
9 worked shifts more than five (5) hours in a workday.

10 36. Plaintiff and other non-exempt hourly employees did not voluntarily or willfully
11 waive meal periods.

12 37. Pursuant to Labor Code section 226.7, Plaintiff and other non-exempt hourly
13 employees are entitled to damages in the amount equal to one (1) hour of wages at their regular
14 rate of pay for each missed meal break, in an amount to be proven at trial.

15 38. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
16 penalties for each and every violation shown to exist or to have occurred during the Relevant
17 Time Period, in an amount according to proof, as to those penalties that are otherwise only
18 available to public agency enforcement actions.

19 39. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees
20 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
21 interest.

22 **THIRD CAUSE OF ACTION**

23 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED**
24 **WAGE STATEMENTS**

25 **(Plaintiff As a Private Attorney General Against All Defendants)**

26 40. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
27 complaint as if fully set forth herein.

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1 41. Labor Code section 226, subdivision (a), states in pertinent part that, “every
2 employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her
3 employees, either as a detachable part of the check, draft, or voucher paying the employee’s
4 wages, or separately when wages are paid by personal check or cash, an accurate itemized
5 statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee . .
6 . ; (3) the number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (6) the
7 inclusive dates of the period for which the employee is paid; (7) the name of the employee and
8 only the last four digits of his or her social security number or an employee identification number
9 other than a social security number; (8) the name and address of the legal entity that is the
10 employer . . . ; and (9) all applicable hourly rates in effect during the pay period and corresponding
11 number of hours worked at each hourly rate by the employee...” (Lab. Code, § 226.)

12 42. Defendant knowingly and intentionally failed to provide timely and accurate
13 itemized wage statements to its employees in accordance with Labor Code section 226,
14 subdivision (a), by failing to record the accurate number of hours worked, the accurate rate of pay
15 for each hour worked, the accurate amount of premiums wages earned, the accurate net pay, and
16 the accurate gross pay. Such failure caused injury to its employees in violation of the California
17 labor code.

18 43. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General
19 Act (2004), and more specifically, Labor Code section 2698, will and does seek to recover any
20 and all penalties for each and every violation shown to exist or to have occurred during the
21 Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise
22 only available to public agency enforcement actions. Funds recovered will be distributed in
23 accordance with the PAGA.

24 44. Additionally, Plaintiff is entitled to attorneys’ fees and costs pursuant to Labor
25 Code section 2699, subdivision (g)(1), and prejudgment interest.

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VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON TERMINATION OF EMPLOYMENT

45. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

47. Defendant refused and/or failed to promptly compensate its employees for wages owed as a result of Defendant's failure to properly pay meal and rest break premiums, and minimum and overtime compensation owed for work performed for Defendant.

49. Plaintiff, as a personal representative of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA.

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EXHIBIT A



John Young, Esq.
562.590.5550 phone
562.590.8400 facsimile
jyoung@mahoney-law.net

November 4, 2024

Via Online Submission

LABOR AND WORKFORCE DEVELOPMENT AGENCY
dir.govfa.net/308

VIA CERTIFIED MAIL # 70210950000098250866

Return Receipt Requested

Amanda Garcia – Agent for Service of Process
Biomat USA, Inc.
2410 Grifols Way
Los Angeles, CA 90032

VIA CERTIFIED MAIL # 70210950000098250859

Return Receipt Requested

Gabriela Sanchez – Agent for Service of Process
Biomat USA, Inc.
330 N Brand Blvd
Glendale, CA 90032

Re: Sonya Armenta v. Biomat USA, Inc.

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION 2698 ET SEQ.**

To: Labor and Workforce Development Agency; Biomat USA, Inc. ("Employer")

From: Sonya Armenta, on behalf of themselves and all aggrieved employees who were subject to the Employer's wage and hour policies set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents Sonya Armenta ("Ms. Armenta"), who intend to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 et seq. ("PAGA"), on behalf of themselves and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

Biomat USA, Inc. is a California Company conducting business in Los Angeles, California, and was the Employer of Ms. Armenta and is collectively referred to herein as “Employer”. Employer is a medical group that operates a plasma center for donating blood.

Ms. Armenta is a former employee of Employer and worked for Employer as a Phlebotomist from approximately December 4, 2021 until January 26, 2024.

Ms. Armenta alleges that Employer violated various sections of the Labor Code, including sections 201, 202, 203, 226, 226.7, 510, 512, and 1194, by:

- a) Failing to pay Ms. Armenta, and aggrieved employees for all hours worked;
- b) failing to provide Ms. Anaya, Ms. Olivarez, and aggrieved employees with compliant meal periods or premium compensation in lieu thereof;
- c) failing to provide Ms. Armenta, and aggrieved employees with accurate itemized wage statements; and
- d) failing to pay Ms. Armenta, and aggrieved employees all wages earned and owed at separation of employment.
- e) violating Business and Professional Code §§ 17200 et seq. (Unfair Business Practices).

Ms. Armenta and the similarly aggrieved employees are identifiable current, and/or former hourly non-exempt employees who worked for Employer in California during the liability period of one year prior to the filing of this notice alleging the aforementioned violations of the Labor Code under PAGA.

A. Employer failed to pay Ms. Armenta and aggrieved employees for all hours worked

Pursuant to Labor Code section 1194, subdivision (a), “any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Labor Code section 510, subdivision (a), provides that “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

Employer failed to compensate Ms. Armenta and aggrieved employees at the legally mandated wage rates for all hours worked in violation of California law. Specifically, Ms. Armenta and aggrieved employees were routinely required to attend to donors/patients while off-the-clock. In addition, Ms. Armenta and aggrieved employees were paid non-discretionary bonuses and or incentive payment, yet Employer failed to include these incentive payments and or non-discretionary payments in their regular rate of pay when calculating their overtime rate.

Employer's failure to pay Ms. Armenta and aggrieved employees for all hours worked, including applicable overtime rates, as detailed above is actionable under PAGA as a violation of Labor Code sections 510 and 1194.

B. Employer failed to provide Ms. Armenta and aggrieved employees with meal periods or premium compensation in lieu thereof

Labor Code sections 226.7 and 512 provide that no employer shall employ a person for a work period of more than five hours without providing an uninterrupted meal period of at least thirty minutes. Further, when an employer fails to provide an employee a required meal period, the employer must pay the employee one hour of pay at the employee's regular rate of pay for each workday that a required meal period is not provided.

Employer failed to provide Ms. Armenta and aggrieved employees with timely uninterrupted meal periods. Employer had a practice of failing to provide adequate staffing to allow Ms. Armenta and aggrieved employees to be completely relieved of all work responsibilities while on their legally mandated meal break. As a result of Employer's policy and practices, Ms. Armenta and aggrieved employees did not receive timely meal periods and were not compensated with premium wages for non-compliant meal periods. Employer's conduct is in violation of Labor Code Sections 226.7 and 512, is also actionable under PAGA.

C. Employer failed to provide Ms. Armenta and aggrieved employees with accurate itemized wage statements

Labor Code section 226, subdivision (a), requires Employer to furnish employees with accurate itemized wage statements reflecting the total hours worked, gross and net wages, applicable hourly rates, the corresponding number of hours worked at each hourly rate, and the name and address of the legal entity that is the employer. Labor Code section 1174 further requires employers to keep accurate payroll records that include "the hours worked daily" by employees.

By failing to pay Ms. Armenta and aggrieved employees for all hours worked, including the applicable overtime rates and meal period premiums, Employer provided wage statements that were incomplete and inaccurate. Specifically, Employer provided wage statements with an inaccurate corresponding number of hours worked at each hourly rate which resulted in inaccurate gross and net wages.

Employer's conduct is not compliant with Labor Code sections 226 and 1174 and is therefore actionable under PAGA.

D. Employer failed to pay Ms. Armenta and aggrieved employees all wages earned and owed upon separation of employment

Pursuant to Labor Code section 201, subdivision (a), "[i]f an Employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

Labor Code section 202, subdivision (a) provides, “[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

At the time that Ms. Armenta and aggrieved employees resigned or were terminated, Employer failed to compensate them for all wages earned, including unpaid overtime and meal period premiums, and owed at the applicable rate.

Labor Code section 203, subdivision (a), states that “[i]f an employers willfully fails to pay ... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.” Accordingly, Ms. Armenta and aggrieved employees are entitled to thirty days of waiting time penalties.

E. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Ms. Armenta becomes aware of additional compensation owed or losses incurred by Ms. Armenta or by any other aggrieved employee of the Employer, Ms. Armenta expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC
John Young, Esq.
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: jyoung@mahoney-law.net

Sincerely,



John Young, Esq.
MAHONEY LAW GROUP, APC