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Attorneys for Plaintiff CHANDRA BLOUNT,
on behalf of herself and current and former aggrieved employees

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

CHANDRA BLOUNT, on behalf of herself and
current and former aggrieved employees

Plaintiff,

vs.

CITRIN COOPERMAN ADVISORS LLC; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: **25STCV05830**

PAGA ACTION

**PLAINTIFF CHANDRA BLOUNT'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff CHANDRA BLOUNT ("Plaintiff"), who alleges and complains
against Defendants CITRIN COOPERMAN ADVISORS 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; indemnification
5 for all necessary expenditures or losses incurred by employees in direct consequence of discharging
6 their duties; back pay for failure to give written notice of mass layoffs; statutory penalties for failure
7 to timely pay earned wages during employment; statutory penalties for failure to provide accurate
8 wage statements; statutory waiting time penalties in the form of continuation wages for failure to
9 timely pay employees all wages due upon separation of employment. Plaintiff seeks on a
10 representative basis, following notice to the Labor and Workforce Development Agency, civil
11 penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought
12 on behalf of Plaintiff, the State of California, and others aggrieved.

13 **II. JURISDICTION AND VENUE**

14 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
15 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
16 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
17 non-exempt employees, and the State of California in excess of thirty-five thousand dollars
18 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-
19 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
20 aggrieved California-based hourly non-exempt employees occurred in locations throughout
21 California, including but not limited to Los Angeles County, at 11400 West Olympic Blvd, Suite
22 350, Los Angeles, CA 90064.

23 **III. PARTIES**

24 1. Plaintiff brings this action as a representative of the Labor and Workforce
25 Development Agency on behalf of herself and other current and former employees subject to
26 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
27 filed include current, former and/or future employees of Defendants who work, worked, or will work
28 for Defendants as direct employees as well as temporary employees employed through temp

1 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
2 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
3 Defendants in an hourly position at Defendants' location in Los Angeles from in or around April
4 13, 2024, until on or about October 24, 2024.

5 2. Plaintiff is informed and believes and thereon alleges that Defendant CITRIN
6 COOPERMAN ADVISORS LLC is authorized to do business within the State of California and is
7 doing business in the State of California and/or that Defendants DOES 1-50 are, and at all times
8 relevant hereto were persons acting on behalf of Defendant CITRIN COOPERMAN ADVISORS
9 LLC in the establishment of, or ratification of, the aforementioned illegal wage and hour practices
10 or policies. Defendant CITRIN COOPERMAN ADVISORS LLC operates in Los Angeles County
11 and employed Plaintiff and aggrieved employees in Los Angeles County, including but not limited
12 to, at 11400 West Olympic Blvd, Suite 350, Los Angeles, CA 90064.

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

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

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

28 ///

1 **FIRST CAUSE OF ACTION**

2 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
3 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

7 7. During Plaintiff's employment and continuing through the present, Plaintiff alleges
8 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1197,
9 2802, 1400, and the applicable Wage Orders.

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

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

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

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

27 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
28 non-exempt employees to complete off the clock work such as booting up the computer and logging

1 in prior to the start of their shift.

2 (b) "Rounding down" or "Shaving down" Plaintiff's and other current and former
3 aggrieved California-based hourly non-exempt employees' total daily hours at the time of their
4 clock-ins and clock-outs, to the nearest quarter of an hour, to the benefit of Defendants.

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

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

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

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

26 Labor Code section 510.

27 15. In this case, Defendants failed to pay Plaintiff and other current and former aggrieved
28 California-based hourly non-exempt employees overtime wages for all overtime hours worked due

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

2 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
3 non-exempt employees to complete off the clock work such as booting up the computer and logging
4 in prior to the start of their shift.

5 (b) "Rounding down" or "shaving down" Plaintiff's and other current and former
6 aggrieved California-based hourly non-exempt employees' total daily hours at the time of their
7 clock-ins and clock-outs, to the nearest quarter of an hour, to the benefit of Defendants.

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

12 17. In this case, Plaintiff alleges that when she and other current and former aggrieved
13 California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay
14 them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all
15 remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a
16 policy, practice, and/or procedure of failing to include all remuneration such as straight time pay,
17 for example, when calculating Plaintiff's and other current and former aggrieved California-based
18 hourly non-exempt employees' regular rate of pay for the purpose of paying overtime.

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

27 19. **Failure to pay wages to hourly non-exempt employees for workdays that**
28 **Defendants failed to provide legally required and compliant meal periods and/or failure to**

1 **pay period premium wages:** Plaintiff and other current and former aggrieved California-based
2 hourly non-exempt employees regularly worked shifts of more than five (5) hours in length and
3 shifts of more than ten (10) hours in length.

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

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

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

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

26 23. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
27 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
28 hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each workday that

1 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees did
2 not receive legally required and compliant meal periods, in violation of Labor Code section 226.7.

3 24. Finally, on occasions when Defendants paid Plaintiff and other current and former
4 aggrieved California-based hourly non-exempt employees a “premium” wage for late, missed, short,
5 on-premise, on-duty, and/or interrupted meal periods, Defendants failed to pay the one (1) additional
6 hour of pay at Plaintiff’s and other current and former aggrieved California-based hourly non-
7 exempt employees’ regular rate of compensation. Specifically, Defendants maintained a policy,
8 practice, and/or procedure of failing to include all remuneration such as straight time pay, for
9 example, when calculating Plaintiff’s and other current and former aggrieved California-based
10 hourly non-exempt employees’ regular rate of pay for the purpose of paying meal period premium
11 wages.

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

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

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

1 (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
2 duties and relinquish control over how employees spend their time. *Id.*

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

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

11 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
12 hourly non-exempt employees a rest period of ten (10) net minutes for every four (4) hours worked
13 or major fraction thereof due to missed, late, short and/or on-duty rest breaks.

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

19 31. Finally, on occasions when Defendants did pay Plaintiff and other current and former
20 aggrieved California-based hourly non-exempt employees a "premium" wage for late, missed, short,
21 on-premise, on-duty, and/or interrupted rest periods, Defendants failed to pay the one (1) additional
22 hour of pay at Plaintiff's and other current and former aggrieved California-based hourly non-
23 exempt employees' regular rate of compensation. Specifically, Defendants maintained a policy,
24 practice, and/or procedure of failing to include all remuneration such straight time pay, for example,
25 when calculating Plaintiff's and other current and former aggrieved California-based hourly non-
26 exempt employees' regular rate of pay for the purpose of paying rest period premiums.

27 32. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff and
28 other current and former aggrieved California-based hourly non-exempt employees not receiving

1 wages to compensate them for workdays in which Defendants did not provide them with rest periods
2 in compliance with California law.

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

8 34. Defendants have violated Labor Code Section 2802 by failing to indemnify Plaintiff
9 and other current and former aggrieved California-based non-exempt hourly employees' necessary
10 expenditures they incurred in the discharge of their duties. Specifically, Defendants employed
11 policies, practices, and/or procedures included, but not limited to:

12 (a) Cellphone usage for work-related purposes – without reimbursing Plaintiff and other
13 current and former aggrieved California-based non-exempt hourly employees for such use.

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

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

21 **37. Failure to Give Written Notice of Mass Layoffs:** California law requires any
22 employer who orders a “mass layoff” to give the laid off employees notice of the impending layoff
23 sixty (60) days before the order “takes effect.” California Labor Code section 1400, et seq. (“Cal
24 WARN”), § 1401. An employer who fails to provide proper notice must pay affected employees
25 up to sixty (60) days of average regular rate of compensation or final rate of compensation,
26 whichever is higher, plus civil penalties. (Cal. Lab. Code §§ 1402, 1043.) A “mass layoff” is
27 defined as “a layoff during any 30-day period of 50 or more employees at a covered establishment.”
28 (Cal. Lab. Code § 1400(d).)

1 38. Any person may bring a civil action, on their own behalf or on behalf of others
2 similarly situated, in any court of competent jurisdiction to establish liability for failure to give
3 written notice of mass layoffs. (Cal. Lab. Code § 1404.)

4 39. Defendant terminated Plaintiff and aggrieved employees because of a mass layoff,
5 as defined in the California Labor Code, but maintained policies, practices, and/or procedures which
6 deprived Plaintiffs and similarly situated employees timely written notice of the mass layoff.

7 40. Defendants' policy, practice, and/or procedure resulted in Plaintiffs and similarly
8 situated employees not receiving wages to compensate them for Defendants' failure to provide
9 timely written notice of mass layoffs.

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

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

26 43. **Secret payment of lower wages than designated by statute:** Labor Code section
27 223 provides that, where any statute or contract requires an employer to maintain the designated
28 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage

1 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
2 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
3 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
4 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
5 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while
6 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

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

20 **45.** As a result of Defendants' knowing and intentional failure to pay Plaintiff and other
21 current and former aggrieved California-based hourly non-exempt employees all wages earned
22 (including minimum wages, overtime wages, meal period premium wages, and/or rest period
23 premium wages) Plaintiff's and other current and former aggrieved California-based hourly non-
24 exempt employees' wage statements were rendered inaccurate, in violation of Labor Code section
25 226(a)(1, 2, 5 & 9). As such Plaintiff and other current and former aggrieved California-based
26 hourly non-exempt employees were unable to promptly and easily determine the accurate
27 information required by Labor Code section 226(a).

28 **46. Failure to pay employees all wages due at time of termination/resignation:** An

1 employer is required to pay all unpaid wages timely after an employee's employment ends. The
2 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
3 hours of resignation (Labor Code section 202).

4 47. As a result of the aforementioned willful violations of the Labor Code, Employee
5 alleges that she was not paid his final wages in a timely manner as required by Labor Code section
6 203. Earned wages (including minimum wages, overtime wages, meal period premium wages,
7 and/or rest period premium wages) (all described above), were not paid at the time of Employee's
8 separation of employment. Employee is informed and believes and thereon alleges that former
9 aggrieved California-based hourly non-exempt employees who separated from Employer, whether
10 voluntarily or involuntarily, were not paid all wages due in a timely manner, as required by Labor
11 Code sections 201, 202, and 203. Labor Code sections 2699, subdivisions (a) and (g) authorize an
12 aggrieved employee, on behalf of himself or herself and other current or former employees, to bring
13 a civil action to recover civil penalties against all Defendants pursuant to the procedures specified
14 in Labor Code section 2699.3.

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

19 49. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
20 section 2699.3. On December 27, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA and
21 provided notice to Defendants by certified mail which provided notice of the specific provisions of
22 the Labor Code alleged to have been violated, including the facts and theories to support the
23 violations alleged.

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

1 51. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
2 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
3 510, 512, 1194, 1400 and 2802. During Plaintiff's employment and continuing through the present,
4 preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the
5 following amounts:

6 a. For violations of Labor Code sections 201, 202, 203, 226(a), 226.7, 1400 and
7 2802; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation
8 and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
9 violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

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

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

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

28 52. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of

reasonable attorneys' fees and costs in connection with her claims for civil penalties.

PRAYER FOR RELIEF

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

ON THE FIRST CAUSE OF ACTION:

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

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

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

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

Dated: March 3, 2025

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By: /s/ Matthew J. Gustin
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Vincent C. Granberry, Esq.
Matthew J. Gustin, Esq.
Attorneys for Plaintiff
CHANDRA BLOUNT, on behalf of herself and
current and former aggrieved employees