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15 on behalf of herself and current and former aggrieved employees

Electronically
FILED
by Superior Court of California, County of San Mateo
ON 3/4/2025
By /s/ Kimberly Claussen
Deputy Clerk

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF SAN MATEO**

18 CIARA A SCHIERENBECK, on behalf of
19 herself and current and former aggrieved
20 employees

21 Plaintiff,

22 vs.

23 MCGEE AIR SERVICES, INC.; and DOES 1
24 to 100, inclusive,

25 Defendants.

Case No.: 25-CIV-01775

PAGA ACTION

**PLAINTIFF CIARA A
SCHIERENBECK'S COMPLAINT FOR:**

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

26 **COMES NOW** Plaintiff CIARA A SCHIERENBECK ("Plaintiff"), who alleges and
27 complains against Defendants MCGEE AIR SERVICES, INC.; and DOES 1 to 100, inclusive
28 (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

1 Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all hours
2 worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to
3 authorize or permit all legally required and/or compliant meal periods or pay meal period premium
4 wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest
5 period premium wages; statutory penalties for failure to timely pay earned wages during
6 employment; statutory penalties for failure to provide accurate wage statements; statutory waiting
7 time penalties in the form of continuation wages for failure to timely pay employees all wages due
8 upon separation of employment.

9 2. Plaintiff experienced these violations personally, as well as is informed and believes
10 other aggrieved employees did as well. Plaintiff seeks on a representative basis, following notice
11 to the Labor and Workforce Development Agency, civil penalties, reasonable attorneys' fees
12 pursuant to Labor Code § 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California,
13 and others aggrieved.

14 **II. JURISDICTION AND VENUE**

15 3. This Court has jurisdiction over the claims of Plaintiff and all other current and
16 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
17 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
18 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
19 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
20 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
21 aggrieved California-based hourly non-exempt employees occurred in locations throughout
22 California, including but not limited to San Mateo County, at 780 S Airport Boulevard, San
23 Francisco, CA 94128.

24 **III. PARTIES**

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

1 for Defendants as direct employees as well as temporary employees employed through temp
2 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
3 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
4 Defendants in an hourly position at Defendants' location in San Mateo County from in or around
5 November 2022 until on or about August 24, 2024.

6 5. Plaintiff is informed and believes and thereon alleges that Defendant MCGEE AIR
7 SERVICES, INC. is authorized to do business within the State of California and is doing business
8 in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto
9 were persons acting on behalf of Defendant MCGEE AIR SERVICES, INC. in the establishment
10 of, or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
11 MCGEE AIR SERVICES, INC. operates in San Mateo County and employed Plaintiff and
12 aggrieved employees in San Mateo County, including but not limited to, at 780 S Airport Boulevard,
13 San Francisco, CA 94128.

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

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

25 8. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
26 sues said defendants by said fictitious names, and will amend this complaint when the true names
27 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
28 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously

1 named defendants is in some manner responsible for the events and allegations set forth in this
2 complaint.

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

6 **FIRST CAUSE OF ACTION**

7 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
8 **2004, LABOR CODE §§ 2698, ET SEQ.**

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

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

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

15 12. Specifically, Defendants have committed the following violations of California
16 Labor Code:

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

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

26 15. In this case, Plaintiff and other current and former aggrieved California-based hourly
27 non-exempt employees worked more minutes per shift than Defendants credited them with having
28 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved

1 California-based hourly non-exempt employees all wages at the applicable minimum wage for all
2 hours worked due to Defendants' policies, practices, and/or procedures including, but not limited
3 to:

4 (a) Requiring Plaintiff and other current and former aggrieved California-based
5 hourly non-exempt employees to clock out and continue to work through their meal breaks.

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

12 17. Employee is further informed and believes, and based thereon alleges, that
13 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.
14 Employer would further be liable for civil penalties pursuant to Labor Code § 2699(f)(2)(B)(ii).

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

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

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

of eight (8) hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

Labor Code § 510.

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

(a) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to clock out and continue to work through their meal breaks.

21. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code § 2699(f)(2)(B)(ii).

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

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

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

1 510, 1194 and 1198, and the applicable Wage Order.

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

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

18 27. If an employer fails to provide an employee a meal period in accordance with the
19 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
20 for each workday that a legally required and compliant meal period was not provided. Labor Code
21 §§ 226.7 and 1198; Wage Order 9 at §11.

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

26 (a) Requiring Plaintiff and other current and former aggrieved California-based
27 hourly non-exempt employees to clock out and continue to work through their meal breaks.

28 29. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or

1 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
2 hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each workday that
3 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees did
4 not receive legally required and compliant meal periods, in violation of Labor Code § 226.7.

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

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

18 32. Employee is further informed and believes, and based thereon alleges, that
19 Employer’s conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.
20 Employer would further be liable for civil penalties pursuant to Labor Code § 2699(f)(2)(B)(ii).

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

25 34. California law requires every employer to authorize and permit an employee a rest
26 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
27 § 226.7; Wage Order 9 at §12. Under California law, “[e]mployees are entitled to 10 minutes’ rest
28 for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours

up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code § 226.7; Wage Order 9 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period. Wage Order 9 at §12. Additionally, the rest period requirement “obligates employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

35. If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code § 226.7; Wage Order 9 at § 12.

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

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

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

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

1 when calculating Plaintiff's and other current and former aggrieved California-based hourly non-
2 exempt employees' regular rate of pay for the purpose of paying rest period premiums.

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

7 40. Employee is further informed and believes, and based thereon alleges, that
8 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.
9 Employer would further be liable for civil penalties pursuant to Labor Code § 2699(f)(2)(B)(ii).

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 § 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 §
18 204(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 § 204. Defendants' aforementioned
23 policies, practices, and/or procedures resulted in their failure to pay Plaintiff's and other current and
24 former aggrieved California-based hourly non-exempt employees' their earned wages within the
25 applicable time frames outlined in Labor Code § 204.

26 43. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
27 Employer would further be liable for civil penalties pursuant to Labor Code § 2699(f)(2)(B)(ii).

28 44. **Secret payment of lower wages than designated by statute:** Labor Code § 223

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

9 45. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
10 Employer would further be liable for civil penalties pursuant to Labor Code § 2699(f)(2)(B)(ii).

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

24 47. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
25 and other current and former aggrieved California-based hourly non-exempt employees all wages
26 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period
27 premium wages) rendered Plaintiff's and other current and former aggrieved California-based
28 hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code § 226(a)(1,

2, 5 & 9).

48. Plaintiff believes these failures were willful and intentional.

49. Plaintiff also believes these failures were malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code § 2699(f)(2)(B)(ii).

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

51. As a derivative of Plaintiff's allegations above, because Defendants failed to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all their earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), Defendants failed to pay those employees timely after each employee's termination and/or resignation, in violation of Labor Code §§ 201, 202, and 203.

52. Plaintiff believes these failures were willful and intentional.

53. Plaintiff also believes these failures were malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code § 2699(f)(2)(B)(ii).

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

55. Plaintiff has complied with the procedures for bringing suit specified in Labor Code § 2699.3. On December 13, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA and provided notice to Defendants by certified mail which provided notice of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the violations alleged.

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

1 Plaintiff's claims.

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

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

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

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

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

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

27 58. Pursuant to Labor Code § 2699(g), Plaintiff is entitled to an award of reasonable
28 attorneys' fees and costs in connection with her claims for civil penalties.

1 **PRAYER FOR RELIEF**

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

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

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

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

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

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

14
15 Dated: March 4, 2025

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

16
17
18 By: 

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SCHIERENBECK, and current and former
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