

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Brett D. Szmanda, Esq. (SBN 288688)
Matthew Gustin, Esq. (SBN 310714)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
bszamnda@lelawfirm.com
mgustin@lelawfirm.com

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Attorneys for Plaintiff LUIS ESCAMILLA
on behalf of himself and current and former aggrieved employees

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

LUIS ESCAMILLA, on behalf of himself and
current and former aggrieved employees

Plaintiff,

vs.

SOUTHWEST AIRLINES CO.; and DOES 1 to
100, inclusive,

Defendants.

Case No.: **24STCV33674**

PAGA ACTION

**PLAINTIFF LUIS ESCAMILLA'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff LUIS ESCAMILLA ("Plaintiff"), who alleges and complains
against Defendants SOUTHWEST AIRLINES CO.; and DOES 1 to 100, inclusive (collectively
"Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, himself
and other current and former aggrieved employees of Defendants who worked as hourly non-exempt
employees in California during the relevant time period seeking civil penalties associated with
Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all hours

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

10 **II. JURISDICTION AND VENUE**

11 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
12 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
13 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
14 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
15 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
16 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
17 aggrieved California-based hourly non-exempt employees occurred in locations throughout
18 California, including but not limited to Los Angeles County, at 1 World Way, Los Angeles, CA
19 90045.

20 **III. PARTIES**

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

February 26, 2024, until on or about July 30, 2024.

4. Plaintiff is informed and believes and thereon alleges that Defendant SOUTHWEST AIRLINES CO. is authorized to do business within the State of California and is doing business in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto were persons acting on behalf of Defendant SOUTHWEST AIRLINES CO. in the establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant SOUTHWEST AIRLINES CO. operates in Los Angeles County and employed Plaintiff and aggrieved employees in Los Angeles County, including but not limited to, at 1 World Way, Los Angeles, CA 90045.

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

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

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

8. Plaintiff makes the allegations in this complaint without any admission that, as to any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff

1 reserves all of Plaintiff's right to plead in the alternative.

2 **FIRST CAUSE OF ACTION**

3 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
4 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

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

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

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

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

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

28 (a) "Rounding down" Plaintiff's and other current and former aggrieved California-

1 based hourly non-exempt employees' total daily hours at the time of their clock-in and clock-out to
2 the nearest one-tenth of an hour, to the benefit of Defendants.

3 (b) Defendant automatically deducted thirty (30) minutes from Plaintiff and other
4 current and former aggrieved California-based hourly non-exempt employees' daily hours worked
5 and attributed that time to an unpaid meal break despite requiring Plaintiff and other current and
6 former aggrieved California-based hourly non-exempt employees to keep their employer-issued
7 radio on them at all times during their shift to monitor, including during their off-the-clock meal
8 breaks.

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

15 16. **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 17. Labor Code sections 510 and 1194 require an employer to compensate employees a
23 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty (40)
24 hours in a workweek, and on any seventh consecutive day of work in a workweek:

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

1 Labor Code section 510.

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

5 (a) "Rounding down" Plaintiff's and other current and former aggrieved California-
6 based hourly non-exempt employees' total daily hours at the time of their clock-in and clock-out to
7 the nearest one-tenth of an hour, to the benefit of Defendants.

8 (b) Defendant automatically deducted thirty (30) minutes from Plaintiff and other
9 current and former aggrieved California-based hourly non-exempt employees' daily hours worked
10 and attributed that time to an unpaid meal break despite requiring Plaintiff and other current and
11 former aggrieved California-based hourly non-exempt employees to keep their employer-issued
12 radio on them at all times during their shift to monitor, including during their off-the-clock meal
13 breaks.

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

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

25 21. The foregoing policies, practices, and/or procedures resulted in time during each
26 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
27 employees were under the control of Defendants but were not compensated. To the extent that the
28 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved

1 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
2 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
3 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
4 sections 510, 1194 and 1198, and the applicable Wage Order.

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

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

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

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

1 (a) Defendant automatically deducted thirty (30) minutes from Plaintiff and other
2 current and former aggrieved California-based hourly non-exempt employees' daily hours worked
3 and attributed that time to an unpaid meal break despite requiring Plaintiff and other current and
4 former aggrieved California-based hourly non-exempt employees to keep their employer-issued
5 radio on them at all times during their shift to monitor, including during their off-the-clock meal
6 breaks.

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

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

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

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

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

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

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

20 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
21 non-exempt employees to remain on-duty during their rest breaks because Plaintiff and other current
22 and former aggrieved California-based hourly non-exempt employees were required to keep their
23 employer-issued radio on them at all times during their shift to monitor, including during rest breaks

24 33. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
25 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
26 hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday
27 they did not receive legally required and compliant rest periods, in violation of Labor Code section
28 226.7.

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

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

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

22 37. As a result of Defendants’ knowing and intentional failure to pay Plaintiff and other
23 current and former aggrieved California-based hourly non-exempt employees all wages earned
24 (including minimum wages, overtime wages, meal period premium wages, and/or rest period
25 premium wages), Defendants failed to timely pay Plaintiff’s and other current and former aggrieved
26 California-based hourly non-exempt employees’ earned wages (including minimum wages,
27 overtime wages, meal period premium wages and/or rest period premium wages), in violation of
28 Labor Code section 204. Defendants’ aforementioned policies, practices, and/or procedures resulted

1 in their failure to pay Plaintiff's and other current and former aggrieved California-based hourly
2 non-exempt employees' their earned wages within the applicable time frames outlined in Labor
3 Code section 204.

4 38. **Secret payment of lower wages than designated by statute:** Labor Code section
5 223 provides that, where any statute or contract requires an employer to maintain the designated
6 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
7 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
8 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
9 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
10 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
11 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while
12 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

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

26 40. As a result of Defendants' knowing and intentional failure to pay Plaintiff and other
27 current and former aggrieved California-based hourly non-exempt employees all wages earned
28 (including minimum wages, overtime wages, meal period premium wages, and/or rest period

premium wages) Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees' wage statements were rendered inaccurate, in violation of Labor Code section 226(a)(1, 2, 5 & 9). As such Plaintiff and other current and former aggrieved California-based hourly non-exempt employees were unable to promptly and easily determine the accurate information required by Labor Code section 226(a).

41. **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 section 201) or within seventy-two (72) hours of resignation (Labor Code section 202).

42. As a result of Defendants willful and intentional failure 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 willfully and intentionally failed to pay those employees timely after each employee's termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

43. Labor Code sections 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 section 2699.3.

44. Plaintiff has complied with the procedures for bringing suit specified in Labor Code section 2699.3. On October 14, 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.

45. Pursuant to Labor Code section 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

1 to investigate Plaintiff's claims.

2 46. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
3 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
4 510, 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 sections 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 section 2699(f)(2)].

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

15 c. For violations of Labor Code section 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 section 558].

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

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

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

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF 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: December 19, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By:

Matthew Gustin

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Brett D. Szmanda, Esq.
Matthew Gustin, Esq.
Attorneys for Plaintiff
LUIS ESCAMILLA
on behalf of himself and current and former
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