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individually and on behalf of all other AGGRIEVED EMPLOYEES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY LOS ANGELES

ISELA AGUIRRE, an individual, on behalf of)
herself and all other AGGRIEVED)
EMPLOYEES)

Plaintiff,

vs.

WSH MANAGEMENT, INC. a California)
Corporation; STAFFPAY, INC., a California)
Corporation; and DOES 1 through 100,)
inclusive,)

Defendants.

Case No. 21STCV11238

**COMPLAINT FOR ENFORCEMENT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA LABOR
CODE § 2698, ET SEQ.**

Violation of California Labor Code § 2698, et
seq. (California Labor Code Private Attorneys
General Act of 2004)

Plaintiff ISELA AGUIRRE (hereinafter referred to as “REPRESENTATIVE PLAINTIFF”)

alleges as follows:

PARTIES

1. REPRESENTATIVE PLAINTIFF is an individual who resides in California and
was employed by WSH MANAGEMENT, INC. and STAFFPAY, INC., from on or about October

1, 2019 until on or about April, 2020.

2. REPRESENTATIVE PLAINTIFF is informed and believes, and based on such information and belief, alleges that at all times mentioned herein, WSH MANAGEMENT, INC. is a California Corporation, licensed to do business and actually doing business in the State of California.

3. The term “DEFENDANTS” used throughout this Complaint includes all named DEFENDANTS whether corporate, individual, or otherwise, and all unnamed DEFENDANTS whether corporate, individual, or otherwise, that are now unknown but are referred to throughout this Complaint as DOES 1 through 100, inclusive.

4. REPRESENTATIVE PLAINTIFF is informed and believes, and based on such information and belief, alleges that at all times mentioned herein, DEFENDANTS are California Corporations, licensed to do business and actually doing business in the State of California.

5. REPRESENTATIVE PLAINTIFF is informed and believes, and based on such information and belief, alleges that DEFENDANTS WSH MANAGEMENT, INC. are a property management company, and have numerous locations throughout California. Thus, DEFENDANTS are subject to the applicable California laws as alleged throughout this Complaint.

6. REPRESENTATIVE PLAINTIFF is informed and believes, and based on such information and belief, alleges that DEFENDANTS STAFFPAY, INC. are a staffing agency and payroll company, and have numerous locations throughout California. Thus, DEFENDANTS are subject to the applicable California laws as alleged throughout this Complaint.

7. REPRESENTATIVE PLAINTIFF is unaware of the true names and capacities, whether corporate, individual, or otherwise, of DEFENDANTS named as DOES 1 through 100, inclusive. Pursuant to California Code of Civil Procedure section 474, REPRESENTATIVE PLAINTIFF will seek leave of court to amend this complaint to state said DEFENDANTS’ true names and capacities when the same have been ascertained. REPRESENTATIVE PLAINTIFF is informed and believes, and based thereon alleges, that said fictitiously-named DEFENDANTS are responsible in some manner for the injuries and damages to REPRESENTATIVE PLAINTIFF and the other AGGRIEVED EMPLOYEES as further alleged herein.

1 8. The AGGRIEVED EMPLOYEES worked for all of the DEFENDANTS or for
2 either of the DEFENDANTS as non-exempt, hourly-paid employees. Nothing in this Complaint
3 should be interpreted as limiting the AGGRIEVED EMPLOYEES to non-exempt, hourly-paid
4 employees who worked for all DEFENDANTS only.

5 9. The definition of “employer” for purposes of the California Labor Code includes
6 irregular working arrangements, and was specifically drafted in order to prevent evasion and
7 subterfuge of California’s labor laws. To that end, REPRESENTATIVE PLAINTIFF is informed
8 and believes, and based thereon alleges, that DEFENDANTS, including any as of now unknown
9 entities, must be classified as joint-employers for purposes of liability for civil penalties under the
10 Private Attorneys General Act (“PAGA”). As such, DEFENDANTS are each liable for civil
11 penalties for violation of the California Labor Code as to REPRESENTATIVE PLAINTIFF and
12 the other AGGRIEVED EMPLOYEES.

13 10. This is only a Private Attorney General Action Complaint, pursuant to California
14 Labor Code section 2699 et seq., on behalf of REPRESENTATIVE PLAINTIFF and all other
15 persons similarly situated who worked for DEFENDANTS in their California locations as non-
16 exempt, hourly employees (herein collectively identified as “AGGRIEVED EMPLOYEES”) for:

17 (i) failure to pay overtime and double time in violation of Labor Code sections 510 and
18 the applicable Wage Orders;

19 (ii) failure to provide rest and meal periods in violation of Labor Code sections 226.7,
20 512(a), and the applicable Wage Orders;

21 (iii) failure to pay minimum wage in violation of Labor Code sections 1182.2, 1194,
22 1197, 1197.1, and the applicable Wage Orders;

23 (iv) failure to keep accurate payroll records and provide itemized wage statements in
24 violation of Labor Code sections 226(a), 1174(d), 1198, and the applicable Wage Orders;

25 (v) failure to pay all wages earned on time in violation of Labor Code section 204;

26 (vi) failure to pay all wages earned upon discharge or resignation in violation of Labor
27 Code sections 201, 202, and 203;

28 (vii) failure to provide basic information at the time of hiring and when employment

1 changes occur in violation of Labor Code section 2810.5(a)(1)(A)-(C) (Wage Theft Prevention
2 Act).

3 (viii) failure to reimburse necessary, business-related expenses in violation of Labor Code
4 sections 2800 and 2802;

5 (ix) failure to provide notice of paid sick time and accrual in violation of Labor Code
6 section 246;

7 **VENUE AND JURISDICTION**

8 11. Venue is proper in Los Angeles County, pursuant to either section 393, subdivision
9 (a), or section 395.5. DEFENDANTS operate in Los Angeles County, and Plaintiff alleges Labor
10 Code violations at each of DEFENDANTS' locations statewide, including in Los Angeles County.
11 Under the plain meaning of the relevant venue statutes, DEFENDANTS' "liability" (§ 395.5), and
12 "some part of the cause" (§ 393), arose in Los Angeles County because Labor Code violations
13 allegedly occurred there. (See *Black Diamond Asphalt, Inc. v. Superior Court* (2003) 109
14 Cal.App.4th 166, 172, 134 Cal.Rptr.2d 510 [under § 395.5, liability arises where a breach of legal
15 rights occurs]; *Dow AgroSciences LLC v. Superior Court, supra*, 16 Cal.App.5th at pp. 1074-1077,
16 224 Cal.Rptr.3d 761 [under § 393, subd. (a), in an action against a corporation for breach of
17 statutory duty to warn residents about toxic fumigant, the cause "arose" where the residents were
18 exposed to the fumigants].) See *Crestwood Behavioral Health, Inc. v. Superior Court of Alameda*
19 *County* (2021) 60 Cal.App.5th 1069 [275 Cal.Rptr.3d 316, 60 Cal.App.5th 1069].

20 12. This Court has jurisdiction over REPRESENTATIVE PLAINTIFFS' claims for
21 civil penalties under the PAGA, California Labor Code sections 2698 *et seq.*

22 **SCOPE**

23 13. The "AGGRIEVED EMPLOYEES" are DEFENDANTS current and former hourly-
24 paid, non-exempt employees, who either were or are employed in the State of California from
25 December 15, 2019 through the date of judgment in this action.

26 **STATEMENT OF FACTS**

27 14. REPRESENTATIVE PLAINTIFF was hired by DEFENDANTS as a Property
28 Manager on or about October 1, 2019. DEFENDANTS are California Corporations that together

1 service and operate a Property Management Company. REPRESENTATIVE PLAINTIFF worked
2 for DEFENDANTS up until on or about April, 2020 and received a final pay check on or about
3 April 4, 2020.

4 15. While employed with DEFENDANTS, REPRESENTATIVE PLAINTIFF and other
5 AGGRIEVED EMPLOYEES that REPRESENTATIVE PLAINTIFF seeks to represent in this
6 action, working as non-exempt, hourly-paid employees were regularly required to work off-the-
7 clock, and/or during their rest and/or meal periods.

8 16. REPRESENTATIVE PLAINTIFF filed a PAGA Notice on December 15, 2020 by
9 serving a PAGA Notice to all named DEFENDANTS and to the LWDA in compliance with Labor
10 Code section 2699.3. As of February 18, 2020, 65 Days after REPRESENTATIVE PLAINTIFF's
11 PAGA Notice, REPRESENTATIVE PLAINTIFF has not received correspondence from the
12 LWDA regarding its intent to investigate PLAINTIFF's claims.

13 17. California Labor Code sections 510 and the applicable Wage Orders require
14 employers to pay employees working more than eight (8) hours in a day or more than 40 hours in a
15 week at the rate of at least time-and-one-half (1.5) times their regular rate of pay ("overtime") for
16 time such worked, and two (2) times their regular rate of pay ("double time") for such hours
17 worked in excess of 12 hours in a day. "Regular rate" includes all remuneration, including non-
18 discretionary bonuses and incentives.

19 18. During the relevant time period, REPRESENTATIVE PLAINTIFF and other
20 AGGRIEVED EMPLOYEES regularly worked in excess of eight (8), and in excess of 12, hours in
21 a workday and/or 40 hours in a workweek.

22 19. DEFENDANTS routinely required REPRESENTATIVE PLAINTIFF and the other
23 AGGRIEVED EMPLOYEES to perform work tasks before and/or after their scheduled shifts,
24 and/or during off-the-clock meal breaks, and/or during rest breaks. As a consequence,
25 DEFENDANTS willfully failed to pay REPRESENTATIVE PLAINTIFF and the other
26 AGGRIEVED EMPLOYEES all of the wages to which they were entitled.

27 20. California Labor Code sections 226.7, 512(a), and the applicable Wage Orders
28 require employers to pay employees one (1) additional hour of pay at the employees' regular rate

1 for each work day that a legally compliant meal and/or rest break was not provided. Employers
2 cannot require, cause, or permit an employee to work more than five (5) hours per day without
3 providing an uninterrupted meal break. If an employee works over ten (10) hours in a workday,
4 employers are required to either provide a second, uninterrupted 30-minute meal break or pay
5 employees an additional one (1) hour of pay at the employees' regular rate. If the employer fails to
6 properly record a valid meal period, it is presumed that no meal period was provided. Furthermore,
7 no employer shall require an employee to work during any rest period. Rest periods requirements
8 are based on the total hours worked; employees are legally entitled to ten (10) minutes per four (4)
9 hours, or major fraction thereof, that employee worked.

10 21. DEFENDANTS failed to provide REPRESENTATIVE PLAINTIFF and other
11 AGGRIEVED EMPLOYEES with the required rest and meal break periods. REPRESENTATIVE
12 PLAINTIFF and other AGGRIEVED EMPLOYEES were routinely required to work through these
13 periods instead, because of understaffing, inadequate coverage, unreasonably high workload and
14 expectations, and/or other actions, inactions, or decisions made by and within the sole control and
15 discretion of DEFENDANTS.

16 22. REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES worked
17 shifts in excess of five (5) hours without a meal break, and worked shifts of ten (10) hours or more
18 without a second meal break, due to understaffing, inadequate coverage, unreasonably high
19 workload and expectations, and/or other actions, inactions, or decisions made by and within the
20 sole control and discretion of DEFENDANTS.

21 23. REPRESENTATIVE PLAINTIFF is informed and believes, and based thereon
22 alleges, that any purported appearance of meal and rest break compliance is because
23 DEFENDANTS systematically and routinely clocked out for and/or otherwise altered the
24 timekeeping records of REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES
25 in an attempt to hide the aforementioned infractions. DEFENDANTS, knowingly and contrary to
26 law and public policy, employed a tactic of clocking-out employees for rest and/or meal periods
27 that were never taken and/or were legally non-compliant, and/or otherwise falsified or altered
28 timekeeping records.

1 24. DEFENDANTS knew, or should have known, that their behavior caused
2 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES to work through the
3 above-described meal and/or rest periods. As a company-wide policy, DEFENDANTS still chose
4 not to pay meal and rest period premiums required by law.

5 25. California Labor Code sections 1182.12, 1194, 1197, and 1197.1 require employers
6 to pay the minimum wage as set by the IWC. California Labor Code section 1182.12, as amended
7 by Senate Bill 3, Chapter 4, Section 3, defines the minimum wage as;

8 (1) For any employer who employs 26 or more employees:

9 (A) From January 1, 2017, to December 31, 2017, \$10.50 per hour.

10 (B) From January 1, 2018, to December 31, 2018, \$11 per hour.

11 (C) From January 1, 2019, to December 31, 2019, \$12 per hour.

12 (D) From January 1, 2020, to December 31, 2020, \$13 per hour.

13 (E) From January 1, 2021, to December 31, 2021, \$14 per hour.

14 (F) From January 1, 2022, and until adjusted by subdivision (c) \$15 per hour.

15 (2) For any employer who employs 25 or fewer employees:

16 (A) From January 1, 2018, to December 31, 2018, \$10.50 per hour.

17 (B) From January 1, 2019, to December 31, 2019, \$11 per hour.

18 (C) From January 1, 2020, to December 31, 2020, \$12 per hour.

19 (D) From January 1, 2021, to December 31, 2021, \$13 per hour.

20 (E) From January 1, 2022, to December 31, 2022, \$14 per hour.

21 (F) From January 1, 2023, and until adjusted by subdivision (c) \$15 per hour.

22 26. The minimum wage standard applies to each hour employees worked for which they
23 were not paid. Therefore, employer's failure to pay for any particular hour worked by an employee
24 is unlawful even if averaging an employee's total pay over all hours worked, paid or not, results in
25 an average hourly wage above minimum wage.

26 27. As alleged throughout this Complaint, due to the company-wide failures of
27 DEFENDANTS, REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES were
28 forced to work off-the-clock before and/or after their scheduled work shifts, and/or during rest

1 breaks, and/or during meal breaks. DEFENDANTS failed to pay REPRESENTATIVE
2 PLAINTIFF and other AGGRIEVED EMPLOYEES minimum wage for this time and/or falsified
3 timekeeping records to hide this fact.

4 28. California Labor Code 226(a) requires employers to create and provide to
5 employees true and accurate employment records. California Labor Code section 226(e) provides
6 that if an employer fails to furnish an employee with same, the employee is entitled to recover the
7 greater of all actual damages, or \$50.00 for an initial infraction, and \$100 per employee for each
8 subsequent violation in any pay period. California Labor Code 226.3 imposes civil penalties on any
9 employer in violation of section 226(a) at \$250 per employee violation in an initial citation, and
10 \$1,000 per employee for each subsequent violation.

11 29. California Labor Code 1174(d) requires employers to keep payroll records showing
12 hours worked, and wages paid to and/or number of piece-rate units earned, for all employees.
13 California Labor Code section 1174.5 subjects employers to a \$500 penalty for failing to maintain
14 same.

15 30. California Labor Code section 1198 provides that maximum hours and standard
16 conditions of labor are fixed by the Labor Commissioner in the applicable Wage Orders. Pursuant
17 to the applicable Wage Order, employers must keep accurate records of when employees begin and
18 end each work period and each meal period.

19 31. DEFENDANTS knowingly provided employees with records that do not meet the
20 statutory requirements of truth and accuracy, because DEFENDANTS failed to truthfully and
21 accurately document, among other things, employees off-the-clock work. As a result,
22 DEFENDANTS failed to accurately list the correct amount of gross and/or net wages earned by
23 REPRESENTATIVE PLAINTIFF and the other AGGRIEVED EMPLOYEES.

24 32. The statements in question are deficient in many other ways, including, but not
25 limited to: failure to list total hours worked, failing to list applicable hourly rates and the numbers
26 of hours worked at each rate, failure to list piece-rate units earned and the applicable piece-rate,
27 failure to list deductions, failure to track sick leave, failure to list the employee and SSN/EID
28 properly, failure to list the full legal name and address of the employer, failure to list inclusive

1 dates for which employees are paid, failure to provide employees with the ability to easily access
2 wage statements and get hard copies at no expense to the employee, and/or failure to state all hours
3 worked as a result of off-the-clock work.

4 33. DEFENDANTS willfully failed to maintain accurate payroll records for
5 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES as a result of
6 DEFENDANTS failure to accurately record employees rest breaks, and/or meal breaks, and/or off-
7 the-clock work. DEFENDANTS failure makes it impossible for REPRESENTATIVE PLAINTIFF
8 and other AGGRIEVED EMPLOYEES to accurately determine the extent of their underpayment,
9 thereby causing further injuries to each of them.

10 34. California Labor Code section 204 requires that all wages earned, other than those
11 due upon termination, be paid on time as defined by the statute.

12 35. As a result of the numerous company-wide failures of DEFENDANTS as described
13 throughout this Complaint, DEFENDANTS failed to pay REPRESENTATIVE PLAINTIFF and
14 other AGGRIEVED EMPLOYEES all wages due to them, including, but not limited to: minimum
15 wages, overtime wages, and/or double time wages within the statutorily required time period.

16 36. California Labor Code sections 201, 202, and 203 provide that employees who are
17 terminated are due all wages earned immediately. Employees who resign their employment without
18 giving 72-hours' notice are due all wages earned within 72 hours of their resignation. Employees
19 who resign their employment giving 72-hours' notice are entitled to all wages earned at the time
20 their resignation becomes effective.

21 37. DEFENDANTS terminated their employment relationship with
22 REPRESENTATIVE PLAINTIFF on or about April, 2020. Accordingly, REPRESENTATIVE
23 PLAINTIFF was due all wages earned immediately.

24 38. When REPRESENTATIVE PLAINTIFF finally received EMPLOYEE's final
25 paycheck on April 4, 2020, that final paycheck was legally deficient in that it did not account for
26 all wages earned despite DEFENDANTS knowing that such wages were due to
27 REPRESENTATIVE PLAINTIFF. Due to the company-wide failures of DEFENDANTS as
28

described throughout this Complaint, DEFENDANTS similarly failed to pay other AGGRIEVED EMPLOYEES timely wages upon their discharge or resignation.

39. Codified in California Labor Code section 2810.5, California's Wage Theft Protection Act requires employers to provide employees with basic information at the time of hiring and when changes occur to their employment. The Wage Theft Protection Act provides that an employee must be furnished with written notice of, at the time of hiring; rate of pay (including overtime), whether paid by hour, salary, piece-rate, shift, day, week, commission, or otherwise, and allowances claimed such as meal or lodging. This notice must include a statement that the employee can accrue and use sick leave, has the right to request and use paid sick leave, may not be terminated or retaliated against for requesting or using paid sick leave, and has the right to file a complaint against any employer who does so retaliate.

40. DEFENDANTS hired REPRESENTATIVE PLAINTIFF on or about October 1, 2019, and REPRESENTATIVE PLAINTIFF continued to work for DEFENDANTS until on or about April, 2020. During that time, changes, including, but not limited to, raises, promotions, title changes, relocations, and new and additional assignments were earned by and/or assigned to REPRESENTATIVE PLAINTIFF. As a result of each of these, changes occurred to REPRESENTATIVE PLAINTIFF's employment as defined by Labor Code 2810.5(a)(1)(A)-(C) and the Wage Theft Prevention Act.

41. When hired and each time such changes to REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES employment occurred, DEFENDANTS were required to furnish documents to REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES with such basic information and written notice of, among other things, their rate of pay (including overtime), their right to accrue and request paid sick leave, and their right to file a complaint against DEFENDANTS should they infringe upon such rights. DEFENDANTS failed to furnish REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES with such written notices as required.

1 42. California Labor Code Sections 2800 and 2802 require that an employer indemnify
2 employees for all necessary expenditures or losses incurred by the employee in direct consequence
3 of the discharge of their duties.

4 43. REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES were
5 directed and expected to incur personal expenses on behalf of DEFENDANTS while performing
6 their job duties. Such personal expenses include, but are not limited to: use of personal cell phone,
7 travel expenses, and parking expenses. REPRESENTATIVE PLAINTIFF and the other
8 AGGRIEVED EMPLOYEES would not have been able to successfully accomplish their job duties
9 absent incurring these personal expenses. DEFENDANTS failed to indemnify
10 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES for all necessary
11 expenditures or losses accordingly.

12 44. California Labor Code section 246 provides that an employee who works for the
13 same employer for more than 30 days is entitled to paid sick days. Paid sick leave is to accrue at a
14 rate not less than one (1) hour per every 30 hours worked, such accrual beginning at the
15 commencement of employment. Employers must provide employees with written notice setting the
16 amount of sick leave available (or paid time off in lieu thereof) for use on either itemized wage
17 statements (as described in Labor Code section 226) or in a separate writing accompanying such
18 wage statements.

19 45. REPRESENTATIVE PLAINTIFF was hired by DEFENDANTS on or about
20 October 1, 2019 and worked for DEFENDANTS until on or about April, 2020.
21 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES worked for
22 DEFENDANT for more than 30 days, triggering the protections of Labor Code section 246 as
23 described above. Nevertheless, DEFENDANTS failed to furnish upon REPRESENTATIVE
24 PLAINTIFF and other AGGRIEVED EMPLOYEES, either on itemized wage statements or in a
25 separate writing accompanying such wage statements, the amount of sick leave available to
26 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES.

27 46. As such, DEFENDANTS unlawfully retained and continue to retain paid sick leave
28 that should have been paid to REPRESENTATIVE PLAINTIFF and other AGGRIEVED

1 EMPLOYEES but for DEFENDANTS failure to properly institute and/or adhere to a legally
2 compliant paid sick leave program. REPRESENTATIVE EMPLOYEE is informed and believes,
3 and based thereon alleges, that these practices were experienced and continue to be experienced by
4 the other AGGRIEVED EMPLOYEES.

5 **FIRST CAUSE OF ACTION**

6 **(VIOLATION OF LABOR CODE § 2698, *ET SEQ.*)**

7 **(By REPRESENTATIVE PLAINTIFF Against DEFENDANT(S) and Does 1 through 10,**
8 **inclusive)**

9 47. REPRESENTATIVE PLAINTIFF incorporates by reference the allegations
10 contained in each of the preceding paragraphs and each and every part thereof with the same force
11 and effect as though fully set forth herein.

12 48. PAGA expressly establishes that any provisions of the California Labor Code which
13 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
14 divisions, commissions, boards, agencies or employees for a violation of the California Labor
15 Code, may be recovered through a civil action brought by an aggrieved employee on behalf of
16 himself or herself, and other current or former employees.

17 49. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
18 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized
19 to exercise the same discretion, subject to the same limitations and conditions, to assess a civil
20 penalty.

21 50. REPRESENTATIVE PLAINTIFF and the other hourly-paid or non-exempt
22 employees, are "AGGRIEVED EMPLOYEES" within the meaning of California Labor Code
23 section 2699(c) as they are all current or former employees of DEFENDANT, and one or more of
24 the alleged violations was committed against them.

25 **Failure to Pay Overtime / Double Time**

26 51. DEFENDANTS failure to pay legally required overtime and double time wages to
27 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES is in violation of the
28 Wage Orders and constitutes unlawful and/or unfair activity prohibited by California Labor Code

1 sections 510 and 1198.

2 **Failure to Provide Meal and Rest Periods**

3 52. DEFENDANTS failure to provide legally required meal and rest periods to
4 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES constitutes unlawful
5 and/or unfair activity prohibited by California Labor Code sections 226.7, 512(a), and the
6 applicable Wage Orders.

7 **Failure to Pay Minimum Wages**

8 53. DEFENDANTS failure to pay legally required minimum wages to
9 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES constitutes unlawful
10 and/or unfair activity prohibited by California Labor Code sections 1182.12, 1194, 1197, 1197.1,
11 and the applicable Wage Orders.

12 **Failure to Keep Accurate and Provide Itemized Wage Statements**

13 54. DEFENDANTS failure to keep accurate and provide itemized wage statements to
14 Plaintiff and other AGGRIEVED EMPLOYEES constitutes unlawful and/or unfair activity
15 prohibited by California Labor Code section 226(a), 1174(d), and 1198.

16 **Failure to Timely Pay Wages During Employment**

17 55. DEFENDANTS failure to timely pay wages to REPRESENTATIVE PLAINTIFF
18 and other AGGRIEVED EMPLOYEES during their employment constitutes unlawful and/or
19 unfair activity prohibited by California Labor Code section 204.

20 **Failure to Timely Pay Wages Upon Termination**

21 56. DEFENDANTS failure to timely pay wages to REPRESENTATIVE PLAINTIFF
22 and other AGGRIEVED EMPLOYEES upon termination constitutes unlawful and/or unfair
23 activity prohibited by California Labor Code sections 201, 202, and 203.

24 **Failure to Provide Information Required by the Wage Theft Prevention Act**

25 57. DEFENDANTS failure to provide basic information to REPRESENTATIVE
26 PLAINTIFF and other AGGRIEVED EMPLOYEES related to the conditions of their pay and their
27 rights regarding sick leave constitutes unlawful and/or unfair activity prohibited by California
28 Labor Code section 2810.5(a)(1)(A)-(C).

1 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

2 58. DEFENDANTS failure to reimburse REPRESENTATIVE PLAINTIFF and other
3 AGGRIEVED EMPLOYEES for necessary business-related expenses and costs constitutes
4 unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

5 **Failure to Provide Notice of Paid Sick Time and Accrual**

6 59. DEFENDANTS failure to provide REPRESENTATIVE PLAINTIFF and other
7 AGGRIEVED EMPLOYEES that works for DEFENDANTS for more than 30 days with written
8 notice setting the amount of sick leave available (or paid time off in lieu thereof) for use in their
9 itemized wage statements or in a separate writing accompanying such statements constitutes
10 unlawful and/or unfair activity prohibited by California Labor Code section 246.

11 60. Pursuant to California Labor Code section 2699, REPRESENTATIVE PLAINTIFF,
12 individually, and on behalf of all AGGRIEVED EMPLOYEES, requests and is entitled to recover
13 penalties from DEFENDANTS and each of them, for violations of the Labor Code as more fully
14 described herein according to proof, interest, attorneys' fees and costs pursuant to California Labor
15 Code section 218.5, including but not limited to:

16 a. Penalties under California Labor Code section 2699 in the amount of a
17 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation,
18 and two hundred dollars (\$200) for each aggrieved employee per pay period for each
19 subsequent violation;

20 b. Penalties under California Code of Regulations Title 8 section 11010, et seq.
21 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the
22 initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay
23 period for each subsequent violation;

24 c. Penalties under California Labor Code section 210 in addition to, and
25 entirely independent and apart from, any other penalties provided in the California Labor
26 Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay
27 period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee
28 per pay period for each subsequent violation; and

1 d. Any and all additional penalties and sums as provided by the California
2 Labor Code and/or other statutes, including, but not limited to, penalties pursuant to
3 California Labor Code 558(a).

4 61. Pursuant to California Labor Code section 2699(i), civil penalties recovered shall be
5 distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development
6 Agency for the enforcement of labor laws and education of employers and employees about their
7 rights and responsibilities and twenty-five percent (25%) to the AGGRIEVED EMPLOYEES.

8 62. Further, REPRESENTATIVE PLAINTIFF is entitled to seek and recover
9 reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and
10 2699 and any other applicable statute.

11 THEREFORE, REPRESENTATIVE PLAINTIFF and the individuals he seeks to represent
12 request relief as described below:

13 **PRAYER**

14 THEREFORE, REPRESENTATIVE PLAINTIFF prays for judgment against
15 DEFENDANTS, and Does 1 through 100, and each of them, as follows:

- 16 1. Statutory attorneys' fees and costs under PAGA and California Code of Civil
17 Procedure Section 1021.5;
18 2. Statutory penalties under PAGA;
19 3. Costs of suit; and
20 4. Such further relief as the Court deems just and proper.

21 Dated: March 23, 2021

HAIG B. KAZANDJIAN LAWYERS, APC.

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23 By: /s/ Haig B. Kazandjian

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28 individually and on behalf of other
AGGRIEVED EMPLOYEES