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Clerk of the Superior Court
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Attorneys for Plaintiff NATALIE A. BROWN,
on behalf of herself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

NATALIE A. BROWN, on behalf of herself and
current and former aggrieved employees

Plaintiff,

vs.

CLUB DEMONSTRATION SERVICES, INC.;
ADVANTAGE SOLUTIONS INC.; and DOES 1
to 100, inclusive,

Defendants.

Case No.: 26CU048923C

PAGA ACTION

**PLAINTIFF NATALIE A. BROWN'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff NATALIE A. BROWN ("Plaintiff"), who alleges and complains
against Defendants CLUB DEMONSTRATION SERVICES, INC.; ADVANTAGE SOLUTIONS
INC.; and DOES 1 to 100, inclusive (collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, herself
and other current and former aggrieved employees of Defendants who worked as hourly non-exempt

1 employees in California during the relevant time period seeking civil penalties associated with
2 Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all hours
3 worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to pay
4 overtime wages at the proper overtime rate of pay; failure to authorize or permit all legally required
5 and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit
6 all legally required and/or compliant rest periods or pay rest period premium wages; indemnification
7 for all necessary expenditures or losses incurred by employees in direct consequence of discharging
8 their duties; statutory penalties for failure to provide accurate wage statements. Plaintiff experienced
9 these violations personally, as well as is informed and believes other aggrieved employees did as
10 well. Plaintiff seeks on a representative basis, following notice to the Labor and Workforce
11 Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor Code section
12 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

13 **II. JURISDICTION AND VENUE**

14 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
15 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
16 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
17 non-exempt employees, and the State of California in excess of thirty-five thousand dollars
18 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-
19 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
20 aggrieved California-based hourly non-exempt employees occurred in locations throughout
21 California, including but not limited to San Diego County, at 4605 Morena Blvd, San Diego,
22 California 92117.

23 **III. PARTIES**

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

1 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
2 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
3 Defendants in an hourly position at Defendants' location in San Diego from in or around November
4 of 2023, to the present.

5 4. Plaintiff is informed and believes and thereon alleges that Defendant CLUB
6 DEMONSTRATION SERVICES, INC. is authorized to do business within the State of California
7 and is doing business in the State of California and/or that Defendants DOES 1-33 are, and at all
8 times relevant hereto were persons acting on behalf of Defendant CLUB DEMONSTRATION
9 SERVICES, INC. in the establishment of, or ratification of, the aforementioned illegal wage and
10 hour practices or policies. Defendant CLUB DEMONSTRATION SERVICES, INC. operates in
11 San Diego County and employed Plaintiff and aggrieved employees in San Diego County, including
12 but not limited to, at 4605 Morena Blvd, San Diego, California 92117.

13 5. Plaintiff is informed and believes and thereon alleges that Defendant ADVANTAGE
14 SOLUTIONS INC. is authorized to do business within the State of California and is doing business
15 in the State of California and/or that Defendants DOES 34-66 are, and at all times relevant hereto
16 were persons acting on behalf of Defendant ADVANTAGE SOLUTIONS INC. in the establishment
17 of, or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
18 ADVANTAGE SOLUTIONS INC. operates in San Diego County and employed Plaintiff and
19 aggrieved employees in San Diego County, including but not limited to, at 4605 Morena Blvd, San
20 Diego, California 92117.

21 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
22 through 66 are corporations, or are other business entities or organizations of a nature unknown to
23 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
24 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and working
25 conditions of employment of Plaintiff and aggrieved employees.

26 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 67
27 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
28 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,

1 supervisor, independent contractor and/or employee of each defendant who violated or caused to be
2 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the
3 Industrial Welfare Commission's wage orders regulating hours and days of work.

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

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

13 **FIRST CAUSE OF ACTION**

14 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
15 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

19 11. During Plaintiff's employment and continuing through the present, Plaintiff alleges
20 Defendants violated Labor Code sections 204, 223, 226, 226.7, 510, 512, 1194, 1197, 2802, and the
21 applicable Wage Orders.

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

24 13. **Failure to pay wages for all hours worked at the legal minimum wage:**
25 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
26 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
27 which includes all time that an employee is under control of the employer and all time the employee
28 is suffered and permitted to work. This includes the time an employee spends, either directly or

1 indirectly, performing services which inure to the benefit of the employer.

2 14. Labor Code sections 1194 and 1197 require an employer to compensate employees
3 for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the
4 Wage Orders.

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

11 16. Plaintiff is further informed and believes, and based thereon alleges, that Defendant’s
12 conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Defendant
13 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

24 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
25 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
26 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
27 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
28 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 19. Employee is further informed and believes, and based thereon alleges, that
3 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.
4 Defendant would further be liable for civil penalties pursuant to Labor Code section
5 2699(f)(2)(B)(ii).

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

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

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

26 ///

27 ///

28 ///

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

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

25. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code sections 226.7 and 1198; Wage Order 7 at §11.

26. In this case, Defendants failed to authorize or permit legally required and compliant meal 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 timely, uninterrupted, duty-free meal breaks of at least 30 minutes for every five hours worked.

27. 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 section 226.7.

5 28. 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, performance-based
11 bonuses, for example, when calculating Plaintiff’s and other current and former aggrieved
12 California-based hourly non-exempt employees’ regular rate of pay for the purpose of paying meal
13 period premium wages.

14 29. 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 30. Plaintiff is further informed and believes, and based thereon alleges, that Defendant’s
19 conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Defendant
20 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 31. **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 32. 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 section 226.7; Wage Order 7 at §12. Under California law, “[e]mployees are entitled to 10 minutes’
28 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six

1 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker*
2 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7;
3 Wage Order 7 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.
4 Wage Order 7 at §12. Additionally, the rest period requirement ““obligates employers to permit –
5 and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*
6 (2016) 2 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
7 duties and relinquish control over how employees spend their time. *Id.*

8 33. If the employer fails to authorize or permit a required rest period, the employer must
9 pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the
10 employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage
11 Order 7 at § 12.

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

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

19 35. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
20 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
21 hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday
22 they did not receive legally required and compliant rest periods, in violation of Labor Code section
23 226.7.

24 36. Finally, on occasions when Defendants did pay Plaintiff and other current and former
25 aggrieved California-based hourly non-exempt employees a “premium” wage for late, missed, short,
26 on-premise, on-duty, and/or interrupted rest periods, Defendants failed to pay the one (1) additional
27 hour of pay at Plaintiff’s and other current and former aggrieved California-based hourly non-
28 exempt employees’ regular rate of compensation. Specifically, Defendants maintained a policy,

1 practice, and/or procedure of failing to include all remuneration such as, performance-based
2 bonuses, for example, when calculating Plaintiff's and other current and former aggrieved
3 California-based hourly non-exempt employees' regular rate of pay for the purpose of paying rest
4 period premiums.

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

9 38. Plaintiff is further informed and believes, and based thereon alleges, that Defendant's
10 conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Defendant
11 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

21 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
22 non-exempt employees to purchase uniform such as but not limited to black shirts and pants along
23 with black slip-resistant shoes for work-related purposes - without reimbursing Plaintiff and other
24 current and former aggrieved California-based hourly non-exempt employees for such use.

25 41. Moreover, Defendants employed policies and procedures which ensured Plaintiff and
26 aggrieved employees would not receive indemnification for their employment related expenses.
27 This practice resulted in Plaintiff and aggrieved employees not receiving such indemnification in
28 compliance with California law.

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

4 43. Plaintiff is further informed and believes, and based thereon alleges, that Defendant's
5 conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Defendant
6 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

23 46. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
24 Defendant would further be liable for civil penalties pursuant to Labor Code section
25 2699(f)(2)(B)(ii).

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

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

7 48. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
8 Defendant would further be liable for civil penalties pursuant to Labor Code section
9 2699(f)(2)(B)(ii).

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

23 50. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
24 and other current and former aggrieved California-based hourly non-exempt employees all wages
25 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period
26 premium wages) rendered Plaintiff's and other current and former aggrieved California-based
27 hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code section
28 226(a)(1, 2, 5 & 9).

1 51. Plaintiff believes these failures were willful and intentional.

2 52. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
3 Defendant would further be liable for civil penalties pursuant to Labor Code section
4 2699(f)(2)(B)(ii).

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

9 54. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
10 section 2699.3. On July 8, 2026, Plaintiff filed a PAGA Claim Notice with the LWDA and provided
11 notice to Defendants by certified mail which provided notice of the specific provisions of the Labor
12 Code alleged to have been violated, including the facts and theories to support the violations alleged.

13 55. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
14 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
15 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
16 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
17 to investigate Plaintiff's claims.

18 56. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
19 penalties for Defendants' violations of Labor Code sections 204, 223, 226(a), 226.7, 510, 512, and
20 1194: During Plaintiff's employment and continuing through the present, preceding Plaintiff
21 sending the initial PAGA Claim Notice to the LWDA to the present, in the following amounts:

22 a. For violations of Labor Code sections 226(a), 226.7, and 2802; one hundred
23 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
24 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation [penalty
25 amounts established by Labor Code section 2699(f)(2)].

26 b. For violations of Labor Code section 226(a), alternatively, two hundred fifty
27 dollars (\$250) for each employee for each pay period for the initial violation, and for each
28 subsequent violation, one thousand dollars (\$1000) for each underpaid employee for each pay period

[penalty amounts established by Labor Code section 226.3].

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

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

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

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

PRAYER FOR RELIEF

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

ON THE FIRST CAUSE OF ACTION:

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

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

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

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

3
4 Dated: September 14, 2026

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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6 By: 

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Jeffrey D. Klein, Esq.
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NATALIE A. BROWN
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employees