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Executive Officer/Clerk of Court,
By A. Munoz, Deputy Clerk

Attorneys for Plaintiff TERRELL I GUIDRY,
on behalf of himself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

TERRELL I GUIDRY, on behalf of himself and
current and former aggrieved employees

Plaintiff,

vs.

UNITED AIRLINES, INC.; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: **26STCV09515**

PAGA ACTION

**PLAINTIFF TERRELL I GUIDRY'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff TERRELL I GUIDRY ("Plaintiff"), who alleges and complains
against Defendants UNITED AIRLINES, 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, himself
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; failure to authorize or permit all legally required and/or compliant meal
4 periods or pay meal period premium wages; failure to authorize or permit all legally required and/or
5 compliant rest periods or pay rest period premium wages; indemnification for all necessary
6 expenditures or losses incurred by employees in direct consequence of discharging their duties;
7 statutory penalties for failure to timely pay earned wages during employment; statutory penalties
8 for failure to provide accurate wage statements. Plaintiff experienced these violations personally, as
9 well as is informed and believes other aggrieved employees did as well. Plaintiff seeks on a
10 representative basis, following notice to the Labor and Workforce Development Agency, civil
11 penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought
12 on behalf of Plaintiff, the State of California, and others aggrieved.

13 **II. JURISDICTION AND VENUE**

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

22 **III. PARTIES**

23 1. Plaintiff brings this action as a representative of the Labor and Workforce
24 Development Agency on behalf of himself and other current and former employees subject to
25 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
26 filed include current, former and/or future employees of Defendants who work, worked, or will work
27 for Defendants as direct employees as well as temporary employees employed through temp
28 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently

1 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
2 Defendants in an hourly position at Defendants' location in Los Angeles County from in or around
3 November 8, 2022, until on or about July 9, 2025.

4 2. Plaintiff is informed and believes and thereon alleges that Defendant UNITED
5 AIRLINES, INC. is authorized to do business within the State of California and is doing business
6 in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto
7 were persons acting on behalf of Defendant UNITED AIRLINES, INC. in the establishment of, or
8 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant UNITED
9 AIRLINES, INC. operates in Los Angeles County and employed aggrieved employees in Los
10 Angeles County.

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

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

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

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

FIRST CAUSE OF ACTION

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

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

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

8. During Plaintiff's employment and continuing through the present, Plaintiff alleges Defendants violated Labor Code sections 204, 223, 226, 226.7, 512, 1194, 1197, 2802, 6401.7, 6401.9 and the applicable Wage Orders.

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

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

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

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

1 (a) Sometimes automatically deducting thirty (30) minutes from Plaintiff and other
2 current and former aggrieved California-based hourly non-exempt employees' daily hours worked
3 and attributing that time to an unpaid meal break despite that Defendant routinely failed to provide
4 meal breaks, provided meal breaks less than 30 minutes, required employees work through their
5 meal breaks, and/or interrupted employees during their meal breaks.

6 (b) Sometimes requiring Plaintiff and other current and former aggrieved California-
7 based hourly non-exempt employees to keep their employer-issued walkie-talkies and/or dispatch
8 phones on them at all times and to always monitor them during their shift, including while off-the-
9 clock during meal breaks, resulting in Plaintiff and other current and former aggrieved California-
10 based hourly non-exempt employees remaining on duty during their off-the-clock meal breaks.

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

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

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

26 16. California law requires an employer to authorize or permit an employee an
27 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
28 all duties and the employer relinquishes control over the employee's activities prior to the

1 employee's sixth hour of work. Labor Code sections 226.7, 512, and 1198; Wage Order 9 at §11;
2 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ
3 an employee for a work period of more than ten (10) hours per day without providing the employee
4 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
5 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
6 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
7 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
8 of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

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

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

17 (a) Sometimes automatically deducting thirty (30) minutes from Plaintiff and other
18 current and former aggrieved California-based hourly non-exempt employees' daily hours worked
19 and attributing that time to an unpaid meal break despite that Defendant routinely failed to provide
20 meal breaks, provided meal breaks less than 30 minutes, required employees work through their
21 meal breaks, and/or interrupted employees during their meal breaks.

22 (b) Sometimes requiring Plaintiff and other current and former aggrieved California-
23 based hourly non-exempt employees to keep their employer-issued walkie-talkies and/or dispatch
24 phones on them at all times and to always monitor them during their shift, including while off-the-
25 clock during meal breaks resulting in Plaintiff and other current and former aggrieved California-
26 based hourly non-exempt employees remaining on duty during their off-the-clock meal breaks.

27 19. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
28 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based

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

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

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

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

21 23. **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 24. 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 9 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 9 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.
4 Wage Order 9 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 25. 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 9 at § 12.

12 26. 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) Sometimes requiring Plaintiff and other current and former aggrieved California-
17 based hourly non-exempt employees to remain on-duty during their rest breaks because Plaintiff
18 and other current and former aggrieved California-based hourly non-exempt employees were
19 required to keep their employer-issued walkie-talkies and/or dispatch phones on them at all times
20 during their shift to monitor and respond to calls from Defendant, including during rest breaks.

21 (a) Sometimes failing to provide Plaintiff and other current and former aggrieved
22 California-based hourly non-exempt employees with a third uninterrupted duty-free rest period of
23 no less than ten (10) net minutes on each workday that Plaintiff and other current and former
24 aggrieved California-based hourly non-exempt employees work shifts over ten (10) hours.

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

1 226.7.

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

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

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

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

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

27 (a) Sometimes requiring Plaintiff and other current and former aggrieved California-
28 based hourly non-exempt employees to use or purchase their own tools and/or resources in order to

1 work for Defendants, including but not limited to their cell phone (including both telephone use and
2 cellular data use) for work-related purposes – without reimbursing Plaintiff and other current and
3 former aggrieved California-based hourly non-exempt employees for such use.

4 33. Moreover, Defendants employed policies and procedures which ensured Plaintiff and
5 aggrieved employees would not receive indemnification for their employment related expenses.
6 This practice resulted in Plaintiff and aggrieved employees not receiving such indemnification in
7 compliance with California law.

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

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

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

24 37. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
25 timely pay Plaintiff's and other current and former aggrieved California-based hourly non-exempt
26 employees' earned wages (including minimum wages, meal period premium wages and/or rest
27 period premium wages), in violation of Labor Code section 204. Defendants' aforementioned
28 policies, practices, and/or procedures resulted in their failure to pay Plaintiff's and other current and

1 former aggrieved California-based hourly non-exempt employees' their earned wages within the
2 applicable time frames outlined in Labor Code section 204.

3 38. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
4 Employer would further be liable for civil penalties pursuant to Labor Code section
5 2699(f)(2)(B)(ii).

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

15 40. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
16 Employer would further be liable for civil penalties pursuant to Labor Code section
17 2699(f)(2)(B)(ii).

18 41. **Failure to Establish, Implement, and Maintain a Workplace Violence and**
19 **Injury Prevention Program in Compliance with Labor Code Sections 6401.7 and 6401.9:**
20 California Labor Code Section 6401.7 requires every employer to establish, implement, and
21 maintain an effective injury prevention program. California Labor Code Section 6401.9 requires
22 California employers to adopt a comprehensive Workplace Violence Prevention Plan (WVPP), train
23 employees on workplace violence, log safety incidents, and conduct periodic inspections to evaluate
24 workplace violence hazards.

25 Plaintiff alleges that Defendant did not comply with Defendant's responsibilities and duties
26 under Labor Code sections 6401.7 and 6401.9. Plaintiff is informed and believes and thereon alleges
27 that Defendant (1) failed to establish, implement, and maintain an effective injury prevention
28 program; (2) failed to adopt a compliant Workplace Violence Prevention Plan; (3); failed to train

1 Employee and other aggrieved California-based hourly non-exempt employees in workplace
2 violence and injury prevention; (4) failed to log safety incidents; and (5) failed to conduct compliant
3 periodic inspections. Plaintiff believes these failures were willful and intentional. Plaintiff also
4 believes these failures were malicious, fraudulent, or oppressive. Defendant would further be liable
5 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

19 43. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
20 and other current and former aggrieved California-based hourly non-exempt employees all wages
21 earned (including minimum wages, meal period premium wages, and/or rest period premium wages)
22 rendered Plaintiff’s and other current and former aggrieved California-based hourly non-exempt
23 employees’ wage statements inaccurate, in violation of Labor Code section 226(a)(1, 2, 5 & 9).

24 44. Plaintiff believes these failures were willful and intentional.

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

28 46. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee,

1 on behalf of himself or herself and other current or former employees, to bring a civil action to
2 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code
3 section 2699.3.

4 47. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
5 section 2699.3. On January 13, 2026, Plaintiff filed a PAGA Claim Notice with the LWDA and
6 provided notice to Defendants by certified mail which provided notice of the specific provisions of
7 the Labor Code alleged to have been violated, including the facts and theories to support the
8 violations alleged.

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

14 49. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
15 penalties for Defendants' violations of Labor Code sections 204, 223, 226(a), 226.7, 512, 1194,
16 6401.7 and 6401.9: During Plaintiff's employment and continuing through the present, preceding
17 Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following
18 amounts:

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

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

27 c. For violations of Labor Code section 510 and 512, fifty dollars (\$50) for each
28 employee for each pay period for the initial violation, and for each subsequent violation, one

1 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
2 established by Labor Code section 558].

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

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

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

15 **PRAYER FOR RELIEF**

16 **WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF AND ON OTHER AGGRIEVED**
17 **EMPLOYEES, PRAYS AS FOLLOWS:**

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

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

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

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

26 4. For such and other further relief, in law and/or equity, as the Court deems just or
27 appropriate.
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1 Dated: March 24, 2026

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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3 By: 

4 Joseph Lavi, Esq.
5 Vincent C. Granberry, Esq.
6 Jeffrey D. Klein, Esq.
7 Jovahn Wiggins, Esq.
8 Tina Petrosian, Esq.
9 Attorneys for Plaintiff
10 TERRELL I GUIDRY, on behalf of himself and
11 current and former aggrieved employees
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