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Attorneys for Plaintiff ADRIANE M LOWE,
on behalf of herself and current and former aggrieved employees

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

ADRIANE M LOWE, on behalf of herself and
current and former aggrieved employees

Plaintiff,

vs.

WAWANESA GENERAL INSURANCE
COMPANY; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 25CU017235C

PAGA ACTION

**PLAINTIFF ADRIANE M LOWE'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff ADRIANE M LOWE ("Plaintiff"), who alleges and complains
against Defendants WAWANESA GENERAL INSURANCE COMPANY; 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
employees in California during the relevant time period of January 27, 2024 to December 8, 2024
seeking civil penalties associated with Defendants' violation of the Labor Code based on

Defendants' failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to pay overtime wages at the proper overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages; statutory penalties for failure to timely pay earned wages during employment; statutory penalties for failure to provide accurate wage statements; statutory waiting time penalties in the form of continuation wages for failure to timely pay employees all wages due upon separation of employment. Plaintiff experienced these violations personally and is informed and believes other aggrieved employees did as well. Plaintiff seeks on a representative basis, following notice to the Labor and Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over the claims of Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks civil penalties on behalf of herself, all other current and former aggrieved California-based hourly non-exempt employees, and the State of California in excess of twenty-five thousand dollars (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees occurred in locations throughout California, including but not limited to San Diego County, at 8954 Rio San Diego Drive Suite 406, San Diego, CA 92108.

III. PARTIES

1. Plaintiff brings this action as a representative of the Labor and Workforce Development Agency on behalf of herself and other current and former employees subject to violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is filed include current, former and/or future employees of Defendants who work, worked, or will work 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 County from in or around
4 January 2020 until on or about December 8, 2024.

5 2. Plaintiff is informed and believes and thereon alleges that Defendant WAWANESA
6 GENERAL INSURANCE COMPANY 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 1-50 are, and at all
8 times relevant hereto were persons acting on behalf of Defendant WAWANESA GENERAL
9 INSURANCE COMPANY in the establishment of, or ratification of, the aforementioned illegal
10 wage and hour practices or policies. Defendant WAWANESA GENERAL INSURANCE
11 COMPANY operates in San Diego County and employed Plaintiff and aggrieved employees in San
12 Diego County, including but not limited to, at 8954 Rio San Diego Drive Suite 406, San Diego, CA
13 92108.

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

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

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

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

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

6 **FIRST CAUSE OF ACTION**

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

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

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

12 8. During Plaintiff's employment and continuing through the present, Plaintiff alleges
13 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 246, 510, 512, 1194,
14 1197, and the applicable Wage Orders.

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

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

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

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

7 (a) Not paying Plaintiff and other current and former aggrieved California-based hourly
8 non-exempt employees for all time spent booting up computers prior to being able to clock in for
9 the start of their shifts;

10 (b) Not accurately tracking and/or paying for all minutes actually worked;

11 (c) Not paying Plaintiff and other current and former aggrieved California-based hourly
12 non-exempt employees for all hours worked due to instructing employees to report only scheduled
13 (as opposed to actual) work hours; and/or

14 (d) Not providing Plaintiff and other current and former aggrieved California-based
15 hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes
16 for every five hours worked, including but not limited to by requiring employees to clock out and
17 continue working to meet business needs without incurring overtime hours.

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

24 14. Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
25 conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
26 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

11 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
12 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
13 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
14 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
15 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
16 for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a
17 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
18 employee.

19 Labor Code section 510.

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

23 (a) Not paying Plaintiff and other current and former aggrieved California-based hourly
24 non-exempt employees for all time spent booting up computers prior to being able to clock in for
25 the start of their shifts;

26 (b) Not accurately tracking and/or paying for all minutes actually worked;

27 (c) Not paying Plaintiff and other current and former aggrieved California-based hourly
28 non-exempt employees for all hours worked due to instructing employees to report only scheduled
29 (as opposed to actual) work hours; and/or

30 (d) Not providing Plaintiff and other current and former aggrieved California-based
31 hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes

1 for every five hours worked, including but not limited to by requiring employees to clock out and
2 continue working to meet business needs without incurring overtime hours.

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

6 19. 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 20. In this case, during the relevant time period and up to December 8, 2024, Plaintiff
11 alleges that when she and other current and former aggrieved California-based hourly non-exempt
12 employees earned overtime wages, Defendants failed to pay them overtime wages at the proper
13 overtime rate of pay due to Defendants' failure to include all remuneration when calculating the
14 overtime rate of pay. Specifically, Defendants maintained a policy, practice, and/or procedure of
15 failing to include all remuneration such as goal achievement plan pay, for example, when calculating
16 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
17 regular rate of pay for the purpose of paying overtime.

18 21. 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.

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22. **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.

23. 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 4 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.

24. 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 4 at §11.

25. In this case, during the relevant time period up to December 8, 2024, 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) Not providing 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, including but not limited to by requiring employees to clock out and continue working to meet business needs without incurring overtime hours.

1 (b) Discouraging and/or impeding legally compliant meal periods by having employees
2 enter mealtimes that appeared to be compliant but were not accurate reflections of meal periods
3 taken.

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

9 27. Finally, during the relevant time period up to December 8, 2024, on occasions when
10 Defendants paid Plaintiff and other current and former aggrieved California-based hourly non-
11 exempt employees a “premium” wage for late, missed, short, on-premise, on-duty, and/or
12 interrupted meal periods, Defendants failed to pay the one (1) additional hour of pay at Plaintiff’s
13 and other current and former aggrieved California-based hourly non-exempt employees’ regular rate
14 of compensation. Specifically, Defendants maintained a policy, practice, and/or procedure of failing
15 to include all remuneration such as goal achievement plan pay, for example, when calculating
16 Plaintiff’s and other current and former aggrieved California-based hourly non-exempt employees’
17 regular rate of pay for the purpose of paying meal period premium wages.

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

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

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

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

12 32. If the employer fails to authorize or permit a required rest period, the employer must
13 pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the
14 employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage
15 Order 4 at § 12.

16 33. In this case, during the relevant time period of June 21, 2023, to December 8, 2024,
17 Defendants failed to authorize or permit all legally required and compliant rest periods to Plaintiff
18 and other current and former aggrieved California-based hourly non-exempt employees due to
19 Defendants’ policies, practices, and/or procedures including, but not limited to:

20 (a) failing to provide Plaintiff and other current and former aggrieved California-based
21 hourly non-exempt employees with net ten (10) minute rest breaks for every four (4) hours worked
22 or major fraction thereof, including due to not allowing or otherwise discouraging/penalizing
23 unauthorized overtime but assigning work levels requiring more time, and as a result Plaintiff and
24 other current and former aggrieved California-based hourly non-exempt employees worked through
25 their rest breaks to meet standards set by Defendants.

26 34. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
27 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
28 hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday

1 they did not receive legally required and compliant rest periods, in violation of Labor Code section
2 226.7.

3 35. Finally, during the relevant time period up to December 8, 2024, on occasions when
4 Defendants did pay Plaintiff and other current and former aggrieved California-based hourly non-
5 exempt employees a “premium” wage for late, missed, short, on-premise, on-duty, and/or
6 interrupted rest periods, Defendants failed to pay the one (1) additional hour of pay at Plaintiff’s and
7 other current and former aggrieved California-based hourly non-exempt employees’ regular rate of
8 compensation. Specifically, Defendants maintained a policy, practice, and/or procedure of failing to
9 include all remuneration such goal achievement plan pay, for example, when calculating Plaintiff’s
10 and other current and former aggrieved California-based hourly non-exempt employees’ regular rate
11 of pay for the purpose of paying rest period premiums.

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

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

19 38. **Failure to provide sick pay wages:** Defendants had a policy and/or procedure where
20 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
21 accrued paid sick time.

22 39. Labor Code section 246, subdivision (a), states in relevant part “[a]n employee
23 who...works in California for the same employer for 30 or more days within a year from the
24 commencement of employment is entitled to paid sick days.” Additionally, an employee accrues
25 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked, beginning
26 at the commencement of employment. Labor Code section 246(b).

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1 40. Here, Plaintiff and other current and former aggrieved California-based hourly non-
2 exempt employees were employed by Defendants for 30 or more days and were entitled to paid sick
3 days. Defendants, however, lacked a policy, practice, and/or procedure whereby Plaintiffs and other
4 current and former aggrieved California-based hourly non-exempt employees who were employed
5 by Defendants for 30 days or more could accrue paid sick days at the rate of no-less-than one (1)
6 hour per every thirty (30) hours worked, beginning at the commencement of employment as required
7 by Labor Code section 246(b).

8 41. In this case, during the relevant time period up to December 8, 2024, Plaintiff alleges
9 that when she and other current and former aggrieved California-based hourly non-exempt
10 employees elected to use paid sick time, Defendants failed to pay them sick time wages at the proper
11 sick time rate of pay due to Defendants' failure to include all remuneration when calculating the
12 sick time rate of pay. Specifically, Defendants maintained a policy, practice, and/or procedure of
13 failing to include all remuneration including but not limited to goal achievement plan pay, for
14 example, when calculating Plaintiff and other current and former aggrieved California-based hourly
15 non-exempt employees' regular rate of pay for the purpose of paying sick time.

16 42. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants
17 failing to provide Plaintiff and other current and former aggrieved California-based hourly non-
18 exempt employees' paid sick days, in violation of Labor Code section 246.

19 43. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
20 Defendants would further be liable for civil penalties pursuant to Labor Code section
21 2699(f)(2)(B)(ii).

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

1 calendar days following the close of the payroll period in which wages were earned. Labor Code
2 section 204(d).

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

10 46. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
11 Defendants would further be liable for civil penalties pursuant to Labor Code section
12 2699(f)(2)(B)(ii).

13 47. **Secret payment of lower wages than designated by statute:** Labor Code section
14 223 provides that, where any statute or contract requires an employer to maintain the designated
15 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
16 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
17 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
18 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
19 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
20 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while
21 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

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

25 49. **Failure to provide complete and accurate wage statements:** Labor Code section
26 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee
27 his or her wages, the employer must "furnish each of his or her employees ... an itemized statement
28 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any

1 employee whose compensation is solely based on a salary and who is exempt from payment of
2 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
3 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee
4 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders
5 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
6 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her
7 social security number, (8) the name and address of the legal entity that is the employer, and (9) all
8 applicable hourly rates in effect during the pay period and the corresponding number of hours
9 worked at each hourly rate by the employee.”

10 50. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
11 and other current and former aggrieved California-based hourly non-exempt employees all wages
12 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period
13 premium wages) rendered Plaintiff’s and other current and former aggrieved California-based
14 hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code section
15 226(a)(1, 2, 5 & 9).

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

17 52. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
18 Defendants would further be liable for civil penalties pursuant to Labor Code section
19 2699(f)(2)(B)(ii).

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

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

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

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

5 57. 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 58. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
10 section 2699.3. On January 27, 2025, Plaintiff filed a PAGA Claim Notice with the LWDA and
11 provided notice to Defendants by certified mail which provided notice of the specific provisions of
12 the Labor Code alleged to have been violated, including the facts and theories to support the
13 violations alleged.

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

19 60. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
20 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
21 246, 510, 512, 1194, During Plaintiff's employment and continuing through the present, preceding
22 Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following
23 amounts:

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

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b. For violations of Labor Code section 226(a), alternatively, two hundred fifty dollars (\$250) for each employee for each pay period for the initial violation, and for each 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].

61. 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

1 Labor Code, including but not limited to sections 210, 225.5, 226.3, 558, 2699(f);

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

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

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8 Dated: April 3, 2025

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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By:



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Joseph Lavi, Esq.

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Vincent C. Granberry, Esq.

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Cassandra A. Castro, Esq.

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Attorneys for Plaintiff

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ADRIANE M LOWE, on behalf of herself
and current and former aggrieved employees

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