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on behalf of himself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

KYLE CREW, on behalf of himself and current
and former aggrieved employees

Plaintiff,

vs.

DEALER TIRE, LLC; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: **25CV115703**

PAGA ACTION

**PLAINTIFF KYLE CREW'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff KYLE CREW ("Plaintiff"), who alleges and complains against
Defendants DEALER TIRE, LLC; and DOES 1 to 100, inclusive (collectively "Defendants") as
follows:

I. INTRODUCTION

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

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

12 **II. JURISDICTION AND VENUE**

13 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
14 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
15 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
16 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
17 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
18 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
19 aggrieved California-based hourly non-exempt employees occurred in locations throughout
20 California, including but not limited to Alameda County, at 7200 Edgewater Drive, Oakland, CA
21 94621.

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 Alameda from in or around October
3 2020, until on or about September 23, 2024.

4 2. Plaintiff is informed and believes and thereon alleges that Defendant DEALER
5 TIRE, LLC is authorized to do business within the State of California and is doing business in the
6 State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto were
7 persons acting on behalf of Defendant DEALER TIRE, LLC in the establishment of, or ratification
8 of, the aforementioned illegal wage and hour practices or policies. Defendant DEALER TIRE, LLC
9 operates in Alameda County and employed Plaintiff and aggrieved employees in Alameda County,
10 including but not limited to, at 7200 Edgewater Drive, Oakland, CA 94621.

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 201, 202, 203, 204, 223, 226, 226.7, 246, 510, 512, 1194, 1197, 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) Requiring Plaintiff and other current and former aggrieved California-based hourly
2 non-exempt employees to complete off the clock work such as unlocking the gate, unlocking the
3 warehouse, disarming the alarm, and booting up the computer, prior to clocking for the start of their
4 shift.

5 13. 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 14. **Failure to pay wages for overtime hours worked at the overtime rate of pay**
12 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of
13 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer
14 is required to pay hourly employees for all "hours worked," which includes all time that an employee
15 is under control of the employer and all time the employee is suffered and permitted to work. This
16 includes the time an employee spends, either directly or indirectly, performing services that inure to
17 the benefit of the employer.'

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

21 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
22 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
23 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
24 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
25 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
26 for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a
27 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
28 employee.

26 Labor Code section 510.

27 16. In this case, Defendants failed to pay Plaintiff and other current and former aggrieved
28 California-based hourly non-exempt employees overtime wages for all overtime hours worked due

1 to Defendants' policies, practices, and/or procedures including, but not limited to:

2 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
3 non-exempt employees to complete off the clock work such as unlocking the gate, unlocking the
4 warehouse, disarming the alarm, and booting up the computer, prior to clocking for the start of their
5 shift.

6 17. 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 18. In this case, Plaintiff alleges that when he 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 bonus pay for
15 example, when calculating Plaintiff's and other current and former aggrieved California-based
16 hourly non-exempt employees' regular rate of pay for the purpose of paying overtime.

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

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

1 shifts of more than ten (10) hours in length.

2 21. California law requires an employer to authorize or permit an employee an
3 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
4 all duties and the employer relinquishes control over the employee's activities prior to the
5 employee's sixth hour of work. Labor Code sections 226.7, 512,

6 101. An employer may not employ
7 an employee for a work period of more than ten (10) hours per day without providing the employee
8 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
9 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
10 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
11 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
12 of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

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

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

21 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
22 hourly non-exempt employees a second uninterrupted duty-free meal period of no less than thirty
23 (30) minutes for each workday that Plaintiff and other current and former aggrieved California-
24 based hourly non-exempt employees work shifts over ten (10) hours.

25 24. 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 one (1) hour of pay at their regular rate of pay for each workday that
28 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees did

1 not receive legally required and compliant meal periods, in violation of Labor Code section 226.7.

2 25. Finally, on occasions when Defendants paid 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 meal 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 as bonus pay for example,
8 when calculating Plaintiff’s and other current and former aggrieved California-based hourly non-
9 exempt employees’ regular rate of pay for the purpose of paying meal period premium wages.

10 26. 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 during which Defendants did not provide them with meal
13 periods in compliance with California law.

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

18 28. California law requires every employer to authorize and permit an employee a rest
19 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
20 section 226.7; Wage Order 1 at §12. Under California law, “[e]mployees are entitled to 10 minutes’
21 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
22 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker*
23 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7;
24 Wage Order 1 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.
25 Wage Order 1 at §12. Additionally, the rest period requirement “obligates employers to permit –
26 and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*,
27 (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
28 duties and relinquish control over how employees spend their time. *Id.*

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

5 30. In this case, Defendants failed to authorize or permit all legally required and
6 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
7 non-exempt employees due to Defendants' policies, practices, and/or procedures including, but not
8 limited to:

9 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
10 non-exempt employees to remain on the premises during their rest periods and on standby to be
11 readily available to Defendants', resulting in rest periods that were not duty-free

12 (b) Failing to provide Plaintiff and other current and former aggrieved California-based
13 hourly non-exempt employees a third uninterrupted duty-free rest period of no less than (10) net
14 minutes on each workday that Plaintiff and other current and former aggrieved California-based
15 hourly non-exempt employees work shifts over ten (10) hours.

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

21 32. Finally, on occasions when Defendants did pay Plaintiff and other current and former
22 aggrieved California-based hourly non-exempt employees a "premium" wage for late, missed, short,
23 on-premise, on-duty, and/or interrupted rest periods, Defendants failed to pay the one (1) additional
24 hour of pay at Plaintiff's and other current and former aggrieved California-based hourly non-
25 exempt employees' regular rate of compensation. Specifically, Defendants maintained a policy,
26 practice, and/or procedure of failing to include all remuneration such bonus pay for example, when
27 calculating Plaintiff's and other current and former aggrieved California-based hourly non-exempt
28 employees' regular rate of pay for the purpose of paying rest period premiums.

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

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

8 35. Labor Code section 246, subdivision (a), states in relevant part "[a]n employee
9 who...works in California for the same employer for 30 or more days within a year from the
10 commencement of employment is entitled to paid sick days." Additionally, an employee accrues
11 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked, beginning
12 at the commencement of employment. Labor Code section 246(b).

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

20 37. In this case, Plaintiff alleges that when he and other current and former aggrieved
21 California-based hourly non-exempt employees elected to use paid sick time, Defendants failed to
22 pay them sick time wages at the proper sick time rate of pay due to Defendants' failure to include
23 all remuneration when calculating the sick time rate of pay. Specifically, Defendants maintained a
24 policy, practice, and/or procedure of failing to include all remuneration including but not limited to
25 bonus pay for example, when calculating Plaintiff and other current and former aggrieved
26 California-based hourly non-exempt employees' regular rate of pay for the purpose of paying sick
27 time.

28 38. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants

1 failing to provide Plaintiff and other current and former aggrieved California-based hourly non-
2 exempt employees' paid sick days, in violation of Labor Code section 246.

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

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

19 **41. Secret payment of lower wages than designated by statute:** Labor Code section
20 223 provides that, where any statute or contract requires an employer to maintain the designated
21 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
22 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
23 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
24 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
25 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
26 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while
27 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

28 **42. Failure to provide complete and accurate wage statements:** Labor Code section

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

13 43. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
14 and other current and former aggrieved California-based hourly non-exempt employees all wages
15 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period
16 premium wages) rendered Plaintiff’s and other current and former aggrieved California-based
17 hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code section
18 226(a)(1, 2, 5 & 9).

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

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

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 7, 2025, 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 201, 202, 203, 204, 223, 226(a), 226.7,
16 246, 510, 512, 1194. 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 201, 202, 203, 226(a), and 226.7, one
20 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
21 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation
22 [penalty 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 18, 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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Jeffrey Klein, Esq.

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Colin Mendoza, Esq.

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Attorneys for Plaintiff

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KYLE CREW, on behalf of himself and current and
former aggrieved employees

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