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Attorneys for Plaintiff ANTWAN X LANDRUM,
on behalf of himself and current and former aggrieved employees

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

ANTWAN X LANDRUM, on behalf of himself
and current and former aggrieved employees

Plaintiff,

vs.

SAVE MART SUPERMARKETS LLC; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: **25CV125118**

PAGA ACTION

**PLAINTIFF ANTWAN X
LANDRUM'S COMPLAINT FOR:**

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

COMES NOW Plaintiff ANTWAN X LANDRUM ("Plaintiff"), who alleges and
complains against Defendants SAVE MART SUPERMARKETS 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

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

11 **II. JURISDICTION AND VENUE**

12 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
13 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
14 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
15 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
16 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
17 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
18 aggrieved California-based hourly non-exempt employees occurred in locations throughout
19 California, including but not limited to Alameda County, at 3000 E 9th Street, Oakland, CA 94606.

20 **III. PARTIES**

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

1 or around April 29, 2023, until on or about currently.

2 2. Plaintiff is informed and believes and thereon alleges that Defendant SAVE MART
3 SUPERMARKETS LLC is authorized to do business within the State of California and is doing
4 business in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant
5 hereto were persons acting on behalf of Defendant SAVE MART SUPERMARKETS LLC in the
6 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
7 Defendant SAVE MART SUPERMARKETS LLC operates in Alameda County and employed
8 Plaintiff and aggrieved employees in Alameda County, including but not limited to, at 3000 E 9th
9 St, Oakland, CA 94606.

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

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

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

27 6. Plaintiff makes the allegations in this complaint without any admission that, as to
28 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and

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

2 **FIRST CAUSE OF ACTION**

3 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
4 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

8 8. During Plaintiff's employment and continuing through the present, Plaintiff alleges
9 Defendants violated Labor Code sections 204, 223, 226, 226.7, 510, 512, 1194, 1197 and the
10 applicable Wage Orders.

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

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

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

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

28 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly

1 non-exempt employees to clock out for their meal breaks and continue to work through their off-
2 the-clock meal breaks without being paid for that time.

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

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

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

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

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

Labor Code section 510.

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

4 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
5 non-exempt employees to clock out for their meal breaks and continue to work through their off-
6 the-clock meal breaks without being paid for that time.

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

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

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

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

28 22. California law requires an employer to authorize or permit an employee an

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

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

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

(a) Failing to provide Plaintiff and other current and former aggrieved California-based hourly non-exempt employees with timely, uninterrupted, duty-free off-the-clock meal breaks of at least 30 minutes for every five hours worked due to missed, late, short, and/or on duty meal breaks as a result of chronic understaffing.

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

1 section 226.7.

2 26. 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,
4 short, on-premise, on-duty, and/or interrupted meal periods, Defendants failed to pay the one (1)
5 additional hour of pay at Plaintiff’s and other current and former aggrieved California-based
6 hourly non-exempt employees’ regular rate of compensation. Specifically, Defendants maintained
7 a policy, practice, and/or procedure of failing to include all remuneration such as regular rate of
8 pay, for example, when calculating Plaintiff’s and other current and former aggrieved California-
9 based hourly non-exempt employees’ regular rate of pay for the purpose of paying meal period
10 premium wages.

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

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

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

23 30. California law requires every employer to authorize and permit an employee a rest
24 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
25 Code section 226.7; Wage Order 7 at §12. Under California law, “[e]mployees are entitled to 10
26 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more
27 than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so
28 on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code

1 section 226.7; Wage Order 7 at §12. Rest periods, insofar as practicable, shall be in the middle of
2 each work period. Wage Order 7 at §12. Additionally, the rest period requirement ““obligates
3 employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM*
4 *Security Services, Inc.* (2016) 2 Cal.5th 257, 269. That is, during rest periods employers must
5 relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

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

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

14 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
15 hourly non-exempt employees with timely, uninterrupted, duty-free rest breaks of at least ten (10)
16 minutes for every four (4) hours worked or major fraction thereof due to missed, late, short and/or
17 on-duty rest breaks due to chronic understaffing and heavy workload.

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

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

1 rate of pay, for example, when calculating Plaintiff's and other current and former aggrieved
2 California-based hourly non-exempt employees' regular rate of pay for the purpose of paying rest
3 period premiums.

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

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

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

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

28 39. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.

1 Employer would further be liable for civil penalties pursuant to Labor Code section
2 2699(f)(2)(B)(ii).

3 40. **Secret payment of lower wages than designated by statute:** Labor Code section
4 223 provides that, where any statute or contract requires an employer to maintain the designated
5 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
6 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including
7 by failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and
8 lawful sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7,
9 246, 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by
10 Labor Code section 1198, the Defendant secretly paid a lower wage than designated by statute
11 while purporting to pay the wages designated by statute, in violation of Labor Code section 223.

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

28 43. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff

1 and other current and former aggrieved California-based hourly non-exempt employees all wages
2 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest
3 period premium wages) rendered Plaintiff's and other current and former aggrieved California-
4 based hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code
5 section 226(a)(1, 2, 5 & 9).

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

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

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

14 47. Plaintiff has complied with the procedures for bringing suit specified in Labor
15 Code section 2699.3. On March 27, 2025, Plaintiff filed a PAGA Claim Notice with the LWDA
16 and provided notice to Defendants by certified mail which provided notice of the specific
17 provisions of the Labor Code alleged to have been violated, including the facts and theories to
18 support the violations alleged.

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

24 49. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
25 penalties for Defendants' violations of Labor Code sections 204, 223, 226(a), 226.7, 510, 512, and
26 1194, During Plaintiff's employment and continuing through the present, preceding Plaintiff
27 sending the initial PAGA Claim Notice to the LWDA to the present, in the following amounts:

28 a. For violations of Labor Code sections 226(a), and 226.7; one hundred

1 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
2 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation
3 [penalty amounts established by Labor Code section 2699(f)(2)].

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

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

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

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

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

24 **PRAYER FOR RELIEF**

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

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

28 1. That Defendants be found to have violated the provisions of the Labor Code and

1 the IWC Wages Orders as to the Plaintiff and aggrieved employees;

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

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

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

9
10 Dated: June 2, 2025

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

11
12 By: /s/ Eric D. Tims
13 Joseph Lavi, Esq.
14 Vincent C. Granberry, Esq.
15 Jeffrey D. Klein, Esq.
16 Eric D. Tims, Esq.
17 Attorneys for Plaintiff
18 ANTWAN X LANDRUM,
19 on behalf of himself and current and former
20 aggrieved employees
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