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Electronically FILED by
Superior Court of California,
County of Los Angeles
5/30/2025 3:30 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By D. Williams, Deputy Clerk

Attorneys for Plaintiff RENATO CALIXTO IZELO,
on behalf of himself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

RENATO CALIXTO IZELO, on behalf of himself
and current and former aggrieved employees

Case No.: **25STCV15862**

Plaintiff,

vs.

HERITAGE COMPANIES LLC DBA NINTH
AVENUE FOODS; and DOES 1 to 100,
inclusive,

Defendants.

Defendants.

PAGA ACTION

**PLAINTIFF RENATO CALIXTO
IZELO'S COMPLAINT FOR:**

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

COMES NOW Plaintiff RENATO CALIXTO IZELO ("Plaintiff"), who alleges and
complains against Defendants HERITAGE COMPANIES LLC DBA NINTH AVENUE FOODS;
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

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

14 **II. JURISDICTION AND VENUE**

15 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
16 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
17 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
18 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
19 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
20 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
21 aggrieved California-based hourly non-exempt employees occurred in locations throughout
22 California, including but not limited to Los Angeles County, at 14120 Valley Blvd, City of
23 Industry, CA 91746.

24 **III. PARTIES**

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

1 work for Defendants as direct employees as well as temporary employees employed through temp
2 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
3 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
4 employed by Defendants in an hourly position at Defendants' location in Los Angeles County
5 from in or around April 11, 2023, until on or about December 30, 2024.

6 4. Plaintiff is informed and believes and thereon alleges that Defendant HERITAGE
7 COMPANIES LLC DBA NINTH AVENUE FOODS is authorized to do business within the State
8 of California and is doing business in the State of California and/or that Defendants DOES 1-50
9 are, and at all times relevant hereto were persons acting on behalf of Defendant HERITAGE
10 COMPANIES LLC DBA NINTH AVENUE FOODS in the establishment of, or ratification of,
11 the aforementioned illegal wage and hour practices or policies. Defendant HERITAGE
12 COMPANIES LLC DBA NINTH AVENUE FOODS operates in Los Angeles County and
13 employed Plaintiff and aggrieved employees in Los Angeles County, including but not limited to,
14 at 14120 Valley Blvd, City of Industry, CA 91746.

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

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

26 7. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
27 sues said defendants by said fictitious names, and will amend this complaint when the true names
28 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as

1 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
2 named defendants is in some manner responsible for the events and allegations set forth in this
3 complaint.

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

7 **FIRST CAUSE OF ACTION**

8 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
9 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

13 10. During Plaintiff's employment and continuing through the present, Plaintiff alleges
14 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194,
15 1197, and the applicable Wage Orders.

16 11. Specifically, Defendants have committed the following violations of California
17 Labor Code:

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

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

27 14. In this case, Plaintiff and other current and former aggrieved California-based
28 hourly non-exempt employees worked more minutes per shift than Defendants credited them with

1 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
2 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
3 wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but
4 not limited to:

5 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
6 non-exempt employees to clock out for their meal breaks and continue to work through their off-
7 the-clock meal breaks.

8 (b) Requiring Plaintiff and similarly situated employees to pass down instructions to
9 the incoming shift employees, after clocking out for the end of their shift without being paid for
10 that time.

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

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

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

28 18. Labor Code sections 510 and 1194 require an employer to compensate employees a

1 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty
2 (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

3 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
4 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
5 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
6 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve
7 (12) hours in one (1) day shall be compensated at the rate of no less than twice the regular
8 rate of pay for an employee. In addition, any work in excess of eight (8) hours on any
9 seventh day of a workweek shall be compensated at the rate of no less than twice the
10 regular rate of pay of an employee.

11 Labor Code section 510.

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

15 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
16 non-exempt employees to clock out for their meal breaks and continue to work through their off-
17 the-clock meal breaks.

18 (b) Requiring Plaintiff and similarly situated employees to pass down instructions to
19 the incoming shift employees, after clocking out for the end of their shift without being paid for
20 that time.

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

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

1 sections 510, 1194 and 1198, and the applicable Wage Order.

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

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

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

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

27 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
28 non-exempt employees to perform work off-the-clock and without being paid, including during

1 what should have been their meal periods.

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

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

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

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

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

24 30. California law requires every employer to authorize and permit an employee a rest
25 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
26 Code section 226.7; Wage Order 7 at §12. Under California law, "[e]mployees are entitled to 10
27 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more
28 than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so

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

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

32. In this case, Defendants failed to authorize or permit all legally required and compliant rest 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 net ten (10) minute rest breaks for every four (4) hours worked or major fraction thereof.

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

33. 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 with one (1) hour of pay at their regular rate of pay for each workday they did not receive legally required and compliant rest periods, in violation of Labor Code section 226.7.

34. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff and other current and former aggrieved California-based hourly non-exempt employees not

1 receiving wages to compensate them for workdays in which Defendants did not provide them with
2 rest periods in compliance with California law.

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

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

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

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

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

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

7 40. 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 41. **Failure to provide complete and accurate wage statements:** Labor Code section
11 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
12 employee his or her wages, the employer must "furnish each of his or her employees ... an
13 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
14 employee, except for any employee whose compensation is solely based on a salary and who is
15 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
16 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
17 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
18 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
19 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
20 name of the employee and his or her social security number, (8) the name and address of the legal
21 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
22 the corresponding number of hours worked at each hourly rate by the employee."

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

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

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

5 45. **Failure to pay employees all wages due at time of termination/resignation:** An
6 employer is required to pay all unpaid wages timely after an employee's employment ends. The
7 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
8 hours of resignation (Labor Code section 202).

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

14 47. Plaintiff believes these failures were willful and intentional.

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

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

22 50. Plaintiff has complied with the procedures for bringing suit specified in Labor
23 Code section 2699.3. On March 25, 2025, Plaintiff filed a PAGA Claim Notice with the LWDA
24 and provided notice to Defendants by certified mail which provided notice of the specific
25 provisions of the Labor Code alleged to have been violated, including the facts and theories to
26 support the violations alleged.

27 51. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
28 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code

1 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
2 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
3 to investigate Plaintiff's claims.

4 52. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
5 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a),
6 226.7, 510, 512, and 1194, During Plaintiff's employment and continuing through the present,
7 preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the
8 following amounts:

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

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

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

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

26 e. For violations of Labor Code section 223, one hundred dollars (\$100) for
27 each failure to pay each employee in any initial violation, and for each subsequent violation, or
28 any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each

1 employee, plus 25 percent of the amount unlawfully withheld [penalty amounts established by
2 Labor Code section 225.5].

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

5 **PRAYER FOR RELIEF**

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

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

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

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

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

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

18
19 Dated: May 30, 2025

Respectfully submitted,

LAVI & EBRAHIMIAN, LLP

20
21
22 By:



Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Jeffrey D. Klein, Esq.
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RENATO CALIXTO IZELO,
on behalf of himself and others similarly situated