

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Jeffrey D. Klein, Esq. (SBN 297296)
Chloe J. Sykes, Esq. (SBN 349693)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
jklein@lelawfirm.com
csykes@lelawfirm.com

Attorneys for Plaintiff MARCO TORRES,
on behalf of himself and current and former aggrieved employees

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

MARCO TORRES, on behalf of himself and
current and former aggrieved employees

Plaintiff,

vs.

INTERNATIONAL PROTECTIVE SERVICE,
INC. (IPS); and DOES 1 to 100, inclusive,

Defendants.

Case No.: **25CV124570**

PAGA ACTION

**PLAINTIFF MARCO TORRES'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff MARCO TORRES ("Plaintiff"), who alleges and complains
against Defendants INTERNATIONAL PROTECTIVE SERVICE, INC. (IPS); 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
worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to pay

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

13 **II. JURISDICTION AND VENUE**

14 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
15 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
16 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
17 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
18 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
19 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
20 aggrieved California-based hourly non-exempt employees occurred in locations throughout
21 California, including but not limited to Alameda County, at 1475 Doolittle Drive, San Leandro, CA
22 94577.

23 **III. PARTIES**

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

1 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
2 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
3 Defendants in an hourly position at Defendants' location in Alameda County from in or around
4 December 26, 2023, until on or about December 23, 2024.

5 2. Plaintiff is informed and believes and thereon alleges that Defendant
6 INTERNATIONAL PROTECTIVE SERVICE, INC. (IPS) is authorized to do business within the
7 State of California and is doing business in the State of California and/or that Defendants DOES 1-
8 50 are, and at all times relevant hereto were persons acting on behalf of Defendant
9 INTERNATIONAL PROTECTIVE SERVICE, INC. (IPS) in the establishment of, or ratification
10 of, the aforementioned illegal wage and hour practices or policies. Defendant INTERNATIONAL
11 PROTECTIVE SERVICE, INC. (IPS) operates in Alameda County and employed Plaintiff and
12 aggrieved employees in Alameda County, including but not limited to, at 1475 Doolittle Drive, San
13 Leandro, CA 94577.

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

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

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

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

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

6 **FIRST CAUSE OF ACTION**

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

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

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

12 8. During Plaintiff's employment and continuing through the present, Plaintiff alleges
13 Defendants violated Labor Code sections 201, 201.3, 202, 203, 204, 223, 226, 226.7, 246, 510, 512,
14 1194, 1197, and the applicable Wage Orders.

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

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

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

26 12. In this case, Plaintiff and other current and former aggrieved California-based hourly
27 non-exempt employees worked more minutes per shift than Defendants credited them with having
28 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved

1 California-based hourly non-exempt employees all wages at the applicable minimum wage for all
2 hours worked due to Defendants' policies, practices, and/or procedures including, but not limited
3 to:

4 (a) Failure to pay Plaintiff and other current and former aggrieved California-based
5 hourly non-exempt employees for all hours worked, such as time for setting up Paycom
6 application.

7 (b) "Rounding down" or "shaving down" Plaintiff and other current and former
8 aggrieved California-based hourly non-exempt employees total daily hours at the time of their
9 clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter
10 of an hour, to the benefit of Defendants.

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

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

21 15. **Failure to pay wages 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 employee
25 is under control of the employer and all time the employee is suffered and permitted to work. This
26 includes the time an employee spends, either directly or indirectly, performing services that inure to
27 the benefit of the employer.'

28 16. 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 (40)
2 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) hours
4 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
5 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
6 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
7 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
8 for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a
9 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
10 employee.

11 Labor Code section 510.

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

15 (a) Failure to pay Plaintiff and other current and former aggrieved California-based
16 hourly non-exempt employees for all hours worked, such as time for setting up Paycom
17 application.

18 (b) "Rounding down" or "shaving down" Plaintiff and other current and former
19 aggrieved California-based hourly non-exempt employees total daily hours at the time of their
20 clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter
21 of an hour, to the benefit of Defendants.

22 18. Employee is further informed and believes, and based thereon alleges, that
23 Employer's conduct above that gave rise to such violations was 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 19. Furthermore, overtime is based upon an employee's regular rate of pay. "The regular
27 rate at which an employee is employed shall be deemed to include all remuneration for employment
28 paid to, or on behalf, of the employee." See Division of Labor Standards Enforcement –
Enforcement Policies and Interpretations Manual, Section 49.1.2.

20. In this case, Plaintiff alleges that when he and other current and former aggrieved
California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay

1 them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all
2 remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a
3 policy, practice, and/or procedure of failing to include all remuneration such as holiday shift
4 differential pay, for example, when calculating Plaintiff's and other current and former aggrieved
5 California-based hourly non-exempt employees' regular rate of pay for the purpose of paying
6 overtime.

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

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

20 23. California law requires an employer to authorize or permit an employee an
21 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
22 all duties and the employer relinquishes control over the employee's activities prior to the
23 employee's sixth hour of work. Labor Code sections 226.7, 512, and 1198; Wage Order 4 at §11;
24 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ
25 an employee for a work period of more than ten (10) hours per day without providing the employee
26 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
27 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
28 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal

period is only permitted when: (1) the nature of the work prevents an employee from being relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

24. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code sections 226.7 and 1198; Wage Order 4 at §11.

25. In this case, 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) Sometimes failing to provide Plaintiff and other current and former aggrieved California-based hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes for every five hours worked due to failure to have an alternate to relieve security guards from duties.

(b) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to remain on-duty during their off-the-clock meal breaks due to Defendants' requirement that Plaintiff and other current and former aggrieved California-based hourly non-exempt employees keep the company's radio on them and monitored at all times during their shift including during off the clock meal breaks so they can be contacted by Defendants and/or respond to calls at any time during their shift.

26. 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 section 226.7.

27. Finally, on occasions when Defendants paid Plaintiff and other current and former aggrieved California-based hourly non-exempt employees a "premium" wage for late, missed, short, on-premise, on-duty, and/or interrupted meal periods, Defendants failed to pay the one (1) additional

1 hour of pay at Plaintiff's and other current and former aggrieved California-based hourly non-
2 exempt employees' regular rate of compensation. Specifically, Defendants maintained a policy,
3 practice, and/or procedure of failing to include all remuneration such as holiday shift differential
4 pay, for example, when calculating Plaintiff's and other current and former aggrieved California-
5 based hourly non-exempt employees' regular rate of pay for the purpose of paying meal period
6 premium wages.

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

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

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

19 31. California law requires every employer to authorize and permit an employee a rest
20 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
21 section 226.7; Wage Order 4 at §12. Under California law, "[e]mployees are entitled to 10 minutes'
22 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
23 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker*
24 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7;
25 Wage Order 4 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.
26 Wage Order 4 at §12. Additionally, the rest period requirement "'obligates employers to permit –
27 and authorizes employees to take – off-duty rest periods.'" *Augustus v. ABM Security Services, Inc.*
28 (2016) 2 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all

1 duties and relinquish control over how employees spend their time. *Id.*

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

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

10 (a) Sometimes failing to provide Plaintiff and other current and former aggrieved
11 California-based hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at
12 least 30 minutes for every five hours worked due to failure to have an alternate to relieve security
13 guards from duties.

14 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
15 non-exempt employees to remain on-duty during their rest breaks due to Defendants' requirement
16 that Plaintiff and other current and former aggrieved California-based hourly non-exempt employees'
17 keep the company's radio on them and monitored at all times during their shift including during rest
18 breaks so they can be contacted by Defendants and/or respond to calls at any time during their shift..

19 34. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
20 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
21 hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday
22 they did not receive legally required and compliant rest periods, in violation of Labor Code section
23 226.7.

24 35. Finally, on occasions when Defendants did pay Plaintiff and other current and former
25 aggrieved California-based hourly non-exempt employees a "premium" wage for late, missed, short,
26 on-premise, on-duty, and/or interrupted rest periods, Defendants failed to pay the one (1) additional
27 hour of pay at Plaintiff's and other current and former aggrieved California-based hourly non-
28 exempt employees' regular rate of compensation. Specifically, Defendants maintained a policy,

1 practice, and/or procedure of failing to include all remuneration such holiday shift differential pay,
2 for example, when calculating Plaintiff's and other current and former aggrieved California-based
3 hourly non-exempt employees' regular rate of pay for the purpose of paying rest period premiums.

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

8 37. 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 oppressive.
10 Employer would further be liable for civil penalties pursuant to Labor Code section
11 2699(f)(2)(B)(ii).

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

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

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

27 41. In this case, Plaintiff alleges that when he and other current and former aggrieved
28 California-based hourly non-exempt employees elected to use paid sick time, Defendants failed to

1 pay them sick time wages at the proper sick time rate of pay due to Defendants' failure to include
2 all remuneration when calculating the sick time rate of pay. Specifically, Defendants maintained a
3 policy, practice, and/or procedure of failing to include all remuneration including but not limited to
4 holiday shift differential pay, for example, when calculating Plaintiff and other current and former
5 aggrieved California-based hourly non-exempt employees' regular rate of pay for the purpose of
6 paying sick time.

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

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

13 44. **Failure to wages on a weekly basis to Plaintiff and similarly situated security**
14 **guards:** Pursuant to Labor Code section 201.3(b)(1)(B), Defendants were required to pay Plaintiff
15 and similarly situated security guards no less than weekly.

16 45. Defendants, however, pursuant to their payroll policies, practices, and/or procedures
17 paid Plaintiff and other current and former aggrieved California-based hourly non-exempt security
18 guards on a bi-weekly basis.

19 46. These payroll policies, practices, and/or procedures resulted in Defendants' failure
20 to timely pay Plaintiff and other current and former aggrieved California-based hourly non-exempt
21 not on a weekly basis as required by California law.

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

25 48. **Failure to timely pay earned wages during employment:** In California, wages
26 must be paid at least twice during each calendar month on days designated in advance by the
27 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages earned
28 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and

1 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
2 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll
3 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
4 calendar days following the close of the payroll period in which wages were earned. Labor Code
5 section 204(d).

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

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

16 51. **Secret payment of lower wages than designated by statute:** Labor Code section
17 223 provides that, where any statute or contract requires an employer to maintain the designated
18 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
19 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
20 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
21 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
22 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
23 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while
24 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

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

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

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

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

55. Plaintiff believes these failures were willful and intentional.

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

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

58. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all

1 their earned wages (including minimum wages, overtime wages, meal period premium wages,
2 and/or rest period premium wages), Defendants failed to pay those employees timely after each
3 employee's termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

4 59. Plaintiff believes these failures were willful and intentional.

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

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

12 62. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
13 section 2699.3. On March 21, 2025, Plaintiff filed a PAGA Claim Notice with the LWDA and
14 provided notice to Defendants by certified mail which provided notice of the specific provisions of
15 the Labor Code alleged to have been violated, including the facts and theories to support the
16 violations alleged.

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

22 64. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
23 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
24 246, 510, 512, and 1194, During Plaintiff's employment and continuing through the present,
25 preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the
26 following amounts:

27 a. For violations of Labor Code sections 201, 202, 203, 226(a), and 226.7; one
28 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two

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

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

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

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

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

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

23 **PRAYER FOR RELIEF**

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

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

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

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

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

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

8
9 Dated: May 27, 2025

Respectfully submitted,

LAVI & EBRAHIMIAN, LLP



By: _____

Joseph Lavi, Esq.

Vincent C. Granberry, Esq.

Jeffrey D. Klein, Esq.

Chloe J. Sykes, Esq.

Attorneys for Plaintiff

MARCO TORRES,

on behalf of himself and current and former
aggrieved employees