

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](mailto:jlavi@lelawfirm.com)  
[vgranberry@lelawfirm.com](mailto:vgranberry@lelawfirm.com)  
[jklein@lelawfirm.com](mailto:jklein@lelawfirm.com)  
[csykes@lelawfirm.com](mailto:csykes@lelawfirm.com)

Attorneys for Plaintiff BRITNEY MENDOZA,  
on behalf of herself and current and former aggrieved employees

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

BRITNEY MENDOZA, on behalf of herself and  
current and former aggrieved employees

Plaintiff,

vs.

CVS PHARMACY, INC.; LONGS DRUG  
STORES CALIFORNIA, L.L.C.; and DOES 1 to  
100, inclusive,

Defendants.

Case No.: 25CV002713

**PAGA ACTION**

**PLAINTIFF BRITNEY MENDOZA'S  
COMPLAINT FOR:**

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

**COMES NOW** Plaintiff BRITNEY MENDOZA ("Plaintiff"), who alleges and complains  
against Defendants CVS PHARMACY, INC.; LONGS DRUG STORES CALIFORNIA, L.L.C.;  
and DOES 1 to 100, inclusive (collectively "Defendants") as follows:

**I. INTRODUCTION**

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

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

## **II. JURISDICTION AND VENUE**

2. This Court has jurisdiction over the claims of Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks civil penalties on behalf of herself, all other current and former aggrieved California-based hourly non-exempt employees, and the State of California in excess of twenty-five thousand dollars (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees occurred in locations throughout California, including but not limited to Monterey County, at 662 E Boronda Road, Salinas, CA 93906.

## **III. PARTIES**

1. Plaintiff brings this action as a representative of the Labor and Workforce Development Agency on behalf of herself and other current and former employees subject to

1 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is  
2 filed include current, former and/or future employees of Defendants who work, worked, or will work  
3 for Defendants as direct employees as well as temporary employees employed through temp  
4 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently  
5 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by  
6 Defendants in an hourly position at Defendants' location in Monterey County from in or around  
7 June 5, 2021, until on or about January 3, 2025.

8         2. Plaintiff is informed and believes and thereon alleges that Defendant CVS  
9 PHARMACY, INC. is authorized to do business within the State of California and is doing business  
10 in the State of California and/or that Defendants DOES 1-33 are, and at all times relevant hereto  
11 were persons acting on behalf of Defendant CVS PHARMACY, INC. in the establishment of, or  
12 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant CVS  
13 PHARMACY, INC. operates in Monterey County and employed Plaintiff and aggrieved employees  
14 in Monterey County, including but not limited to, at 662 E Boronda Road, Salinas, CA 93906.

15         3. Plaintiff is informed and believes and thereon alleges that Defendant LONGS DRUG  
16 STORES CALIFORNIA, L.L.C. is authorized to do business within the State of California and is  
17 doing business in the State of California and/or that Defendants DOES 34-66 are, and at all times  
18 relevant hereto were persons acting on behalf of Defendant LONGS DRUG STORES  
19 CALIFORNIA, L.L.C. in the establishment of, or ratification of, the aforementioned illegal wage  
20 and hour practices or policies. Defendant LONGS DRUG STORES CALIFORNIA, L.L.C. operates  
21 in Monterey County and employed Plaintiff and aggrieved employees in Monterey County,  
22 including but not limited to, at 662 E Boronda Road, Salinas, CA 93906.

23         4. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1  
24 through 50 are corporations, or are other business entities or organizations of a nature unknown to  
25 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted  
26 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and working  
27 conditions of employment of Plaintiff and aggrieved employees.

28         5. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51

1 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued  
2 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,  
3 supervisor, independent contractor and/or employee of each defendant who violated or caused to be  
4 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the  
5 Industrial Welfare Commission's wage orders regulating hours and days of work.

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

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

15 **FIRST CAUSE OF ACTION**

16 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**  
17 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

21 9. During Plaintiff's employment and continuing through the present, Plaintiff alleges  
22 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 246, 510, 512, 1194,  
23 1197, 2802, and the applicable Wage Orders.

24 10. Specifically, Defendants have committed the following violations of California  
25 Labor Code:

26 11. **Failure to pay wages for all hours worked at the legal minimum wage:**  
27 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt  
28 employees. In California, an employer is required to pay hourly employees for all "hours worked,"

1 which includes all time that an employee is under control of the employer and all time the employee  
2 is suffered and permitted to work. This includes the time an employee spends, either directly or  
3 indirectly, performing services which inure to the benefit of the employer.

4 12. Labor Code sections 1194 and 1197 require an employer to compensate employees  
5 for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the  
6 Wage Orders.

7 13. In this case, Plaintiff and other current and former aggrieved California-based hourly  
8 non-exempt employees worked more minutes per shift than Defendants credited them with having  
9 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved  
10 California-based hourly non-exempt employees all wages at the applicable minimum wage for all  
11 hours worked due to Defendants’ policies, practices, and/or procedures including, but not limited  
12 to:

13 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly  
14 non-exempt employees complete opening duties, such as unlocking the door and disarm the alarm  
15 system, prior to being allowed to clock in for the start of their shift.

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

22 15. 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 16. **Failure to pay wages for overtime hours worked at the overtime rate of pay**  
27 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of  
28 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer

1 is required to pay hourly employees for all “hours worked,” which includes all time that an employee  
2 is under control of the employer and all time the employee is suffered and permitted to work. This  
3 includes the time an employee spends, either directly or indirectly, performing services that inure to  
4 the benefit of the employer.’

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

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

13 Labor Code section 510.

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

17 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly  
18 non-exempt employees complete opening duties, such as unlocking the door and disarm the alarm  
19 system, prior to being allowed to clock in for the start of their shift.

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

24 20. Furthermore, overtime is based upon an employee’s regular rate of pay. “The regular  
25 rate at which an employee is employed shall be deemed to include all remuneration for employment  
26 paid to, or on behalf, of the employee.” See Division of Labor Standards Enforcement –  
27 Enforcement Policies and Interpretations Manual, Section 49.1.2.

28 21. In this case, Plaintiff alleges that when she and other current and former aggrieved

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

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

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

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

1 shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal  
2 period is only permitted when: (1) the nature of the work prevents an employee from being relieved  
3 of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

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

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

12 (a) Sometimes failing to provide Plaintiff and other current and former aggrieved  
13 California-based hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at  
14 least 30 minutes for every five hours worked as a result of workflow and understaffing.

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

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

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

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

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

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

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

28           34. In this case, Defendants failed to authorize or permit all legally required and

1 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly  
2 non-exempt employees due to Defendants' policies, practices, and/or procedures including, but not  
3 limited to:

4 (a) Sometimes failing to provide Plaintiff and other current and former aggrieved  
5 California-based hourly non-exempt employees with net ten (10) minute rest breaks for every four  
6 (4) hours worked or major fraction thereof as a result of workflow and understaffing.

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

12 36. Finally, on occasions when Defendants did pay Plaintiff and other current and former  
13 aggrieved California-based hourly non-exempt employees a "premium" wage for late, missed, short,  
14 on-premise, on-duty, and/or interrupted rest periods, Defendants failed to pay the one (1) additional  
15 hour of pay at Plaintiff's and other current and former aggrieved California-based hourly non-  
16 exempt employees' regular rate of compensation. Specifically, Defendants maintained a policy,  
17 practice, and/or procedure of failing to include all remuneration such award and/or incentive pay for  
18 example, when calculating Plaintiff's and other current and former aggrieved California-based  
19 hourly non-exempt employees' regular rate of pay for the purpose of paying rest period premiums.

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

24 38. Employee is further informed and believes, and based thereon alleges, that  
25 Employer's conduct above that gave rise to such violations was 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 39. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**

1 **Employment:** California law requires that every employer must indemnify its employees for all  
2 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at the  
3 obedience of the directions of the employer. Moreover, an employer is prohibited from passing the  
4 ordinary business expenses and losses of the employer onto the employee. (Lab. Code, § 2802.)

5 40. Defendants have violated Labor Code Section 2802 by failing to indemnify Plaintiff  
6 and other current and former aggrieved California-based non-exempt hourly employees' necessary  
7 expenditures they incurred in the discharge of their duties. Specifically, Defendants employed  
8 policies, practices, and/or procedures included, but not limited to:

9 (a) Requiring Plaintiff and other current and former aggrieved California-based  
10 hourly non-exempt employees to use or purchase their own tools and/or resources in order to work  
11 for Defendants, including but not limited to mileage and personal cellphone usage for work-related  
12 purposes - without reimbursing Plaintiff and other current and former aggrieved California-based  
13 hourly non-exempt employees for such use.

14 41. Moreover, Defendants employed policies and procedures which ensured Plaintiff and  
15 aggrieved employees would not receive indemnification for their employment related expenses.  
16 This practice resulted in Plaintiff and aggrieved employees not receiving such indemnification in  
17 compliance with California law.

18 42. Therefore, Defendants are liable to Plaintiff and aggrieved employees for their  
19 employment related expenses, including but not limited to costs related to use of their personal cell  
20 phones and costs associated with their uniforms pursuant to Labor Code section 2802.

21 43. 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 oppressive.  
23 Employer would further be liable for civil penalties pursuant to Labor Code section  
24 2699(f)(2)(B)(ii).

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

28 45. Labor Code section 246, subdivision (a), states in relevant part "[a]n employee

1 who...works in California for the same employer for 30 or more days within a year from the  
2 commencement of employment is entitled to paid sick days.” Additionally, an employee accrues  
3 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked, beginning  
4 at the commencement of employment. Labor Code section 246(b).

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

12 47. In this case, Plaintiff alleges that when she and other current and former aggrieved  
13 California-based hourly non-exempt employees elected to use paid sick time, Defendants failed to  
14 pay them sick time wages at the proper sick time rate of pay due to Defendants’ failure to include  
15 all remuneration when calculating the sick time rate of pay. Specifically, Defendants maintained a  
16 policy, practice, and/or procedure of failing to include all remuneration including but not limited to  
17 award and/or incentive pay for example, when calculating Plaintiff and other current and former  
18 aggrieved California-based hourly non-exempt employees’ regular rate of pay for the purpose of  
19 paying sick time.

20 48. Defendants’ foregoing policy, practice, and/or procedure resulted in Defendants  
21 failing to provide Plaintiff and other current and former aggrieved California-based hourly non-  
22 exempt employees’ paid sick days, in violation of Labor Code section 246.

23 49. 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 50. **Failure to timely pay earned wages during employment:** In California, wages  
27 must be paid at least twice during each calendar month on days designated in advance by the  
28 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages earned

1 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and  
2 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any  
3 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll  
4 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)  
5 calendar days following the close of the payroll period in which wages were earned. Labor Code  
6 section 204(d).

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

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

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

26         54. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.  
27 Employer would further be liable for civil penalties pursuant to Labor Code section  
28 2699(f)(2)(B)(ii).

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

14           **56.** As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff  
15 and other current and former aggrieved California-based hourly non-exempt employees all wages  
16 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period  
17 premium wages) rendered Plaintiff’s and other current and former aggrieved California-based  
18 hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code section  
19 226(a)(1, 2, 5 & 9).

20           **57.** Plaintiff believes these failures were willful and intentional.

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

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

28           **60.** As a derivative of Plaintiff’s allegations above, because Defendants failed to pay

1 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all  
2 their earned wages (including minimum wages, overtime wages, meal period premium wages,  
3 and/or rest period premium wages), Defendants failed to pay those employees timely after each  
4 employee's termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

5 61. Plaintiff believes these failures were willful and intentional.

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

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

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

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

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

28 a. For violations of Labor Code sections 201, 202, 203, 226(a), 226.7, and 2802;

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

4 b. For violations of Labor Code section 226(a), alternatively, two hundred fifty  
5 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 period  
7 [penalty amounts established by Labor Code section 226.3].

8 c. For violations of Labor Code section 510 and 512, fifty dollars (\$50) for each  
9 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 any  
14 willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee,  
15 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code  
16 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 any  
19 willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee,  
20 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code  
21 section 225.5].

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

24 **PRAYER FOR RELIEF**

25 **WHEREFORE, PLAINTIFF, ON BEHALF OF HERSELF AND ON OTHER AGGRIEVED**  
26 **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 the

1 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 California  
4 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: May 23, 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  
BRITNEY MENDOZA,  
on behalf of herself and current and former aggrieved  
employees