

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

Electronically Filed
Superior Court of California
County of San Bernardino
Rancho Cucamonga District
5/20/2025 4:06 PM
By: Nancy Liemsithisak, DEPUTY

Attorneys for Plaintiff ROMELIA SAULEDA MORFIN,
on behalf of herself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

ROMELIA SAULEDA MORFIN, on behalf of
herself and current and former aggrieved
employees

Plaintiff,

vs.

YS & SON COMPANY; ILINK BUSINESS
MANAGEMENT, INC.; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: CIVRS2503639

PAGA ACTION

**PLAINTIFF ROMELIA SAULEDA
MORFIN'S COMPLAINT FOR:**

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

COMES NOW Plaintiff ROMELIA SAULEDA MORFIN ("Plaintiff"), who alleges and
complains against Defendants YS & SON COMPANY; ILINK BUSINESS MANAGEMENT,
INC.; 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

1 employees in California during the relevant time period seeking civil penalties associated with
2 Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all hours
3 worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to
4 authorize or permit all legally required and/or compliant meal periods or pay meal period premium
5 wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest
6 period premium wages; statutory penalties for failure to timely pay earned wages during
7 employment; statutory penalties for failure to provide accurate wage statements; statutory waiting
8 time penalties in the form of continuation wages for failure to timely pay employees all wages due
9 upon separation of employment. Plaintiff seeks on a representative basis, following notice to the
10 Labor and Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to
11 Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and
12 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 San Bernardino County, at 8998 Hyssop Drive, Rancho
22 Cucamonga, CA 91730.

23 **III. PARTIES**

24 1. Plaintiff brings this action as a representative of the Labor and Workforce
25 Development Agency on behalf of herself 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 San Bernardino from in or around
4 January 1, 2020, until on or about October 2, 2024.

5 2. Plaintiff is informed and believes and thereon alleges that Defendant YS & SON
6 COMPANY is authorized to do business within the State of California and is doing business in the
7 State of California and/or that Defendants DOES 1-33 are, and at all times relevant hereto were
8 persons acting on behalf of Defendant YS & SON COMPANY in the establishment of, or
9 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant YS & SON
10 COMPANY operates in San Bernardino County and employed Plaintiff and aggrieved employees
11 in San Bernardino County, including but not limited to, at 8998 Hyssop Drive, Rancho Cucamonga,
12 CA 91730.

13 3. Plaintiff is informed and believes and thereon alleges that Defendant ILINK
14 BUSINESS MANAGEMENT, INC. is authorized to do business within the State of California and
15 is doing business in the State of California and/or that Defendants DOES 34-66 are, and at all times
16 relevant hereto were persons acting on behalf of Defendant ILINK BUSINESS MANAGEMENT,
17 INC. in the establishment of, or ratification of, the aforementioned illegal wage and hour practices
18 or policies. Defendant ILINK BUSINESS MANAGEMENT, INC. operates in San Bernardino
19 County and employed Plaintiff and aggrieved employees in San Bernardino County, including but
20 not limited to, at 8998 Hyssop Drive, Rancho Cucamonga, CA 91730.

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

26 5. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
27 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
28 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,

1 supervisor, independent contractor and/or employee of each defendant who violated or caused to be
2 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the
3 Industrial Welfare Commission's wage orders regulating hours and days of work.

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

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

13 **FIRST CAUSE OF ACTION**

14 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
15 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

19 9. During Plaintiff's employment and continuing through the present, Plaintiff alleges
20 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1197,
21 1198, and the applicable Wage Orders.

22 10. Specifically, Defendants have committed the following violations of California
23 Labor Code:

24 11. **Failure to pay wages for all hours worked at the legal minimum wage:**
25 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
26 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
27 which includes all time that an employee is under control of the employer and all time the employee
28 is suffered and permitted to work. This includes the time an employee spends, either directly or

indirectly, performing services which inure to the benefit of the employer.

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

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

(a) Failure to pay for all hours worked due to “rounding down” or “shaving down” Plaintiffs’ and other current and former aggrieved California-based hourly non-exempt employees’ total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants.

(b) Automatically deducting 30 minutes from Plaintiff’s and other current and former aggrieved California-based hourly non-exempt employees’ daily hours worked and attributing that time to a meal break despite that Defendants routinely failed to provide Plaintiff and other current and former aggrieved California-based hourly non-exempt employees meal breaks and/or duty-free meal breaks.

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

15. **Failure to pay wages for overtime hours worked at the overtime rate of pay and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of 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 16. 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
13 for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a
14 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
15 employee.

16 Labor Code section 510.

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

20 (a) Failure to pay for all hours worked due to “rounding down” or “shaving down”
21 Plaintiffs’ and other current and former aggrieved California-based hourly non-exempt employees’
22 total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for
23 meal breaks, to the nearest quarter of an hour, to the benefit of Defendants.

24 (b) Automatically deducting 30 minutes from Plaintiff’s and other current and former
25 aggrieved California-based hourly non-exempt employees’ daily hours worked and attributing that
26 time to a meal break despite that Defendants routinely failed to provide Plaintiff and other current
27 and former aggrieved California-based hourly non-exempt employees meal breaks and/or duty-free
28 meal breaks.

18. The foregoing policies, practices, and/or procedures resulted in time during each
workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
employees were under the control of Defendants but were not compensated. To the extent that the

1 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
2 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
3 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
4 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
5 sections 510, 1194 and 1198, and the applicable Wage Order.

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

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

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

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

1 limited to:

2 (a) Automatically deducting 30 minutes from Plaintiff's and other current and former
3 aggrieved California-based hourly non-exempt employees' daily hours worked, despite routinely
4 failing to provide Plaintiff and other current and former aggrieved California-based hourly non-
5 exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes for every five
6 hours worked.

7 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
8 non-exempt employees to travel to a designated area away from their workstations during their rest
9 periods. Defendants did not elongate or otherwise extend Plaintiff's or other current and former
10 aggrieved California-based hourly non-exempt employees' rest period times to account for travel
11 time between their workstations and the designated break area resulting in meal breaks of less than
12 at least 30 minutes.

13 (c) Failing to provide Employee and other current and former aggrieved California-
14 based hourly non-exempt employees a second uninterrupted duty-free meal period of no less than
15 thirty (30) minutes for each workday that Employee and other current and former aggrieved
16 California-based hourly non-exempt employees work shifts over ten (10) hours.

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

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

26 25. **Failure to pay wages to hourly non-exempt employees for workdays that**
27 **Defendants failed to provide legally required and compliant rest periods and/or failure to pay**
28 **rest period premium:** Plaintiff and other current and former aggrieved California-based hourly

1 non-exempt employees regularly worked shifts of more than three-and-a-half (3.5) hours.

2 26. California law requires every employer to authorize and permit an employee a rest
3 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
4 section 226.7; Wage Order 1 at §12. Under California law, “[e]mployees are entitled to 10 minutes’
5 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
6 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker*
7 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7;
8 Wage Order 1 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.
9 Wage Order 1 at §12. Additionally, the rest period requirement “obligates employers to permit –
10 and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*,
11 (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
12 duties and relinquish control over how employees spend their time. *Id.*

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

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

21 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
22 non-exempt employees to travel to a designated area away from their workstations during their rest
23 periods. Defendants did not elongate or otherwise extend Plaintiff’s or other current and former
24 aggrieved California-based hourly non-exempt employees’ rest period times to account for travel
25 time between their workstations and the designated break area resulting in rest periods less than a
26 net 10-minutes.

27 (b) Failing to provide Plaintiff and other current and former aggrieved California-based
28 hourly non-exempt employees a third uninterrupted duty-free rest period of no less than ten (10) net

1 minutes on each workday that Plaintiff and other current and former aggrieved California-based
2 hourly non-exempt employees work shifts over ten (10) hours.

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

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

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

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

28 33. **Secret payment of lower wages than designated by statute:** Labor Code section

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

34. **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."

35. 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).

36. **Failure to pay employees all wages due at time of termination/resignation:** An

1 employer is required to pay all unpaid wages timely after an employee's employment ends. The
2 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
3 hours of resignation (Labor Code section 202).

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

9 38. 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 39. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
14 section 2699.3. On March 11, 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 40. 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 41. 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,
25 510, 512, 1194, and 1198., 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 1198,

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 42. 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 20, 2025

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

11
12 

13 By:

14 Joseph Lavi, Esq.
15 Vincent C. Granberry, Esq.
16 Jeffrey D. Klein, Esq.
17 Chloe J. Sykes, Esq.
18 Attorneys for Plaintiff
19 ROMELIA SAULEDA MORFIN
20 on behalf of herself and current and former aggrieved
21 employees
22
23
24
25
26
27
28