

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Jeffrey D. Klein, Esq. (SBN 297296)
Daniel C. Keller, Esq. (SBN 332576)
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
dkeller@lelawfirm.com

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Attorneys for Plaintiff HENRY ARREOLA,
on behalf of himself and current and former aggrieved employees

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

HENRY ARREOLA, on behalf of himself and
current and former aggrieved employees

Plaintiff,

vs.

JM WIRELESS LLC; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: **25STCV13711**

PAGA ACTION

**COMPLAINT FOR CIVIL
PENALTIES PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL
ACT OF 2004 (“PAGA”), LABOR
CODE §§ 2698, ET SEQ.**

COMES NOW Plaintiff HENRY ARREOLA (“Plaintiff”), who alleges and complains
against Defendants JM WIRELESS LLC; and DOES 1 to 100, inclusive (collectively “Defendants”)
as follows:

I. INTRODUCTION

1. This is a representative action under the Private Attorneys General Act of 2004,
Labor Code §§ 2698, *et seq.* (“PAGA”), brought by Plaintiff on behalf of the State of California,
himself, and other current and former aggrieved employees of Defendants who worked as hourly

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

17 **II. JURISDICTION AND VENUE**

18 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
19 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
20 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
21 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
22 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
23 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
24 aggrieved California-based hourly non-exempt employees occurred in locations throughout
25 California, including but not limited to Los Angeles County, at 2519 San Pedro St, Los Angeles,
26 CA 90011.

1 **III. PARTIES**

2 1. Plaintiff brings this action as a representative of the Labor and Workforce
3 Development Agency on behalf of himself and other current and former employees subject to
4 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
5 filed include current, former and/or future employees of Defendants who work, worked, or will work
6 for Defendants as direct employees as well as temporary employees employed through temp
7 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
8 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
9 Defendants in an hourly position at Defendants' location in Los Angeles County from in or around
10 January 2023, until or about January 5, 2025.

11 2. Plaintiff is informed and believes and thereon alleges that Defendant JM WIRELESS
12 LLC is authorized to do business within the State of California and is doing business in the State of
13 California and/or that Defendants DOES 1-50 are, and at all times relevant hereto were persons
14 acting on behalf of Defendant JM WIRELESS LLC in the establishment of, or ratification of, the
15 aforementioned illegal wage and hour practices or policies. Defendant JM WIRELESS LLC
16 operates in Los Angeles County and employed Plaintiff and aggrieved employees in Los Angeles
17 County, including but not limited to, at 2519 San Pedro St, Los Angeles, CA 90011.

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

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

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

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

10 **FIRST CAUSE OF ACTION**

11 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
12 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

16 8. During Plaintiff's employment and continuing through the present, Plaintiff alleges
17 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 246, 510, 512, 1194,
18 1197, 2802, and the applicable Wage Orders.

19 9. Specifically, Defendants have committed the following violations of California
20 Labor Code:

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

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

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

10 (a) Plaintiff and other current and former aggrieved California-based hourly non-exempt
11 employees who worked opening shifts were required to unlock the building doors, roll up security
12 doors, disarm the alarm, set the delay timers on the safes, prior to being permitted to clock-in for
13 their start shifts.

14 (b) Plaintiff and other current and former aggrieved California-based hourly non-exempt
15 employees were required to remain on-duty during their off-the-clock meal breaks due to
16 Defendants’ requirement that Plaintiff and other current and former aggrieved California-based
17 hourly non-exempt employees download the “WhatsApp” app on their personal cellphones and
18 always monitor and respond to messages during their shift from management and report sales
19 throughout the day, without being paid for that time.

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

26 14. Employee is further informed and believes, and based thereon alleges, that
27 Employer’s conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.
28

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

3 15. **Failure to pay wages for overtime hours worked at the overtime rate of pay**
4 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of
5 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer
6 is required to pay hourly employees for all “hours worked,” which includes all time that an employee
7 is under control of the employer and all time the employee is suffered and permitted to work. This
8 includes the time an employee spends, either directly or indirectly, performing services that inure to
9 the benefit of the employer.’

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

13 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
14 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
15 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
16 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
17 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
18 for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a
19 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
20 employee.

21 Labor Code section 510.

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

25 (a) Plaintiff and other current and former aggrieved California-based hourly non-exempt
26 employees who worked opening shifts were required to unlock the building doors, roll up security
27 doors, disarm the alarm, set the delay timers on the safes, prior to being permitted to clock-in for
28 their start shifts.

 (b) Plaintiff and other current and former aggrieved California-based hourly non-exempt
employees were required 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

1 hourly non-exempt employees download the “WhatsApp” app on their personal cellphones and
2 always monitor and respond to messages during their shift from management and report sales
3 throughout the day, without being paid for that time.

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

12 20. In this case, Plaintiff alleges that when he and other current and former aggrieved
13 California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay
14 them overtime wages at the proper overtime rate of pay due to Defendants’ failure to include all
15 remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a
16 policy, practice, and/or procedure of failing to include all remuneration such as commission pay
17 and/or incentive pay for example, when calculating Plaintiff’s and other current and former
18 aggrieved California-based hourly non-exempt employees’ regular rate of pay for the purpose of
19 paying overtime.

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

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

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

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 7 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) 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 download the "WhatsApp" app on their personal cellphones and always monitor

1 and respond to messages during their shift from management and report sales throughout the day,
2 without being paid for that time.

3 26. 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 one (1) hour of pay at their regular rate of pay for each workday that
6 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees did
7 not receive legally required and compliant meal periods, in violation of Labor Code section 226.7.

8 27. Finally, on occasions when Defendants paid Plaintiff and other current and former
9 aggrieved California-based hourly non-exempt employees a “premium” wage for late, missed, short,
10 on-premise, on-duty, and/or interrupted meal periods, Defendants failed to pay the one (1) additional
11 hour of pay at Plaintiff’s and other current and former aggrieved California-based hourly non-
12 exempt employees’ regular rate of compensation. Specifically, Defendants maintained a policy,
13 practice, and/or procedure of failing to include all remuneration such as commission pay and/or
14 incentive pay for example, when calculating Plaintiff’s and other current and former aggrieved
15 California-based hourly non-exempt employees’ regular rate of pay for the purpose of paying meal
16 period premium wages.

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

21 29. 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 30. **Failure to pay wages to hourly non-exempt employees for workdays that**
26 **Defendants failed to provide legally required and compliant rest periods and/or failure to pay**
27 **rest period premium:** Plaintiff and other current and former aggrieved California-based hourly
28 non-exempt employees regularly worked shifts of more than three-and-a-half (3.5) hours.

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

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

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

20 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
21 non-exempt employees to remain on-duty during their rest breaks due to Defendants’ requirement
22 that Plaintiff and other current and former aggrieved California-based hourly non-exempt
23 employees download the “WhatsApp” app on their personal cellphones and always monitor and
24 respond to messages during their shift from management and report sales throughout the day,
25 without being paid for that time.

26 34. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
27 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
28 hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday

1 they did not receive legally required and compliant rest periods, in violation of Labor Code section
2 226.7.

3 35. Finally, on occasions when Defendants did pay Plaintiff and other current and former
4 aggrieved California-based hourly non-exempt employees a “premium” wage for late, missed, short,
5 on-premise, on-duty, and/or interrupted rest periods, Defendants failed to pay the one (1) additional
6 hour of pay at Plaintiff’s and other current and former aggrieved California-based hourly non-
7 exempt employees’ regular rate of compensation. Specifically, Defendants maintained a policy,
8 practice, and/or procedure of failing to include all remuneration such commission pay and/or
9 incentive pay for example, when calculating Plaintiff’s and other current and former aggrieved
10 California-based hourly non-exempt employees’ regular rate of pay for the purpose of paying rest
11 period premiums.

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

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

20 38. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**
21 **Employment:** California law requires that every employer must indemnify its employees for all
22 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at the
23 obedience of the directions of the employer. Moreover, an employer is prohibited from passing the
24 ordinary business expenses and losses of the employer onto the employee. (Lab. Code, § 2802.)

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

1 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
2 non-exempt employees to use or purchase their own tools and/or resources in order to work for
3 Defendants, including but not limited to their cell phone (including both telephone use and cellular
4 data use), business expenses, store cleaning products, and keys for work-related purposes, without
5 reimbursing Plaintiff and other current and former aggrieved California-based hourly non-exempt
6 employees for such use.

7 40. Moreover, Defendants employed policies and procedures which ensured Plaintiff and
8 aggrieved employees would not receive indemnification for their employment related expenses.
9 This practice resulted in Plaintiff and aggrieved employees not receiving such indemnification in
10 compliance with California law.

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

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

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

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

26 45. Here, Plaintiff and other current and former aggrieved California-based hourly non-
27 exempt employees were employed by Defendants for 30 or more days and were entitled to paid sick
28 days. Defendants, however, lacked a policy, practice, and/or procedure whereby Plaintiffs and other

1 current and former aggrieved California-based hourly non-exempt employees who were employed
2 by Defendants for 30 days or more could accrue paid sick days at the rate of no-less-than one (1)
3 hour per every thirty (30) hours worked, beginning at the commencement of employment as required
4 by Labor Code section 246(b).

5 46. In this case, Plaintiff alleges that when he and other current and former aggrieved
6 California-based hourly non-exempt employees elected to use paid sick time, Defendants failed to
7 pay them sick time wages at the proper sick time rate of pay due to Defendants' failure to include
8 all remuneration when calculating the sick time rate of pay. Specifically, Defendants maintained a
9 policy, practice, and/or procedure of failing to include all remuneration including but not limited to
10 commission pay and/or incentive pay for example, when calculating Plaintiff and other current and
11 former aggrieved California-based hourly non-exempt employees' regular rate of pay for the
12 purpose of paying sick time.

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

16 48. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
17 Employer would further be liable for civil penalties pursuant to Labor Code section
18 2699(f)(2)(B)(ii).

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

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

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

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

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

23 54. **Failure to provide complete and accurate wage statements:** Labor Code section
24 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee
25 his or her wages, the employer must "furnish each of his or her employees ... an itemized statement
26 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any
27 employee whose compensation is solely based on a salary and who is exempt from payment of
28 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.”

55. 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).

56. Plaintiff believes these failures were willful and intentional.

57. 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).

58. **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).

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

60. Plaintiff believes these failures were willful and intentional.

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

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

8 63. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
9 section 2699.3. On March 4, 2025, Plaintiff filed a PAGA Claim Notice with the LWDA and
10 provided notice to Defendants by certified mail which provided notice of the specific provisions of
11 the Labor Code alleged to have been violated, including the facts and theories to support the
12 violations alleged.

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

18 65. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
19 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
20 246, 510, 512, and 1194, During Plaintiff's employment and continuing through the present,
21 preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the
22 following amounts:

23 a. For violations of Labor Code sections 201, 202, 203, 226(a), 226.7, and 2802;
24 one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
25 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
26 violation [penalty amounts established by Labor Code section 2699(f)(2)].

27 b. For violations of Labor Code section 226(a), alternatively, two hundred fifty
28 dollars (\$250) for each employee for each pay period for the initial violation, and for each

subsequent violation, one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 226.3].

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

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

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

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

PRAYER FOR RELIEF

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

ON THE FIRST CAUSE OF ACTION:

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

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

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

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

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6 Dated: May 9, 2025

LAVI & EBRAHIMIAN, LLP



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9 By:

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Jeffrey D. Klein, Esq.
Daniel C. Keller, Esq.
Attorneys for Plaintiff
HENRY ARREOLA,
on behalf of himself and current and former
aggrieved employees