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16 Attorneys for Plaintiff MARIA GUEVARA,
17 on behalf of herself and current and former aggrieved employees

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

MARIA GUEVARA, on behalf of herself and
current and former aggrieved employees

Plaintiff,

vs.

DAILYLOOK, LLC; MEETING ALL NEEDS
EMPLOYMENT SOLUTIONS, LLC; and DOES
1 to 100, inclusive,

Defendants.

Case No.: 25STCV20445

PAGA ACTION

**PLAINTIFF MARIA GUEVARA'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff MARIA GUEVARA ("Plaintiff"), who alleges and complains
against Defendants DAILYLOOK, LLC; MEETING ALL NEEDS EMPLOYMENT
SOLUTIONS, LLC; 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 pay
4 reporting time pay; failure to authorize or permit all legally required and/or compliant meal periods
5 or pay meal period premium wages; failure to authorize or permit all legally required and/or
6 compliant rest periods or pay rest period premium wages; indemnification for all necessary
7 expenditures or losses incurred by employees in direct consequence of discharging their duties;
8 statutory penalties for failure to timely pay earned wages during employment; statutory penalties
9 for failure to provide accurate wage statements; statutory waiting time penalties in the form of
10 continuation wages for failure to timely pay employees all wages due upon separation of
11 employment. Plaintiff seeks on a representative basis, following notice to the Labor and Workforce
12 Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor Code section
13 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

14 **II. JURISDICTION AND VENUE**

15 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
16 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
17 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
18 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
19 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
20 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
21 aggrieved California-based hourly non-exempt employees occurred in locations throughout
22 California, including but not limited to Los Angeles County, at 2460 E. 12th St. D, Los Angeles,
23 CA 90021.

24 **III. PARTIES**

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

1 for Defendants as direct employees as well as temporary employees employed through temp
2 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
3 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
4 Defendants in an hourly position at Defendants' location in Los Angeles from in or around August
5 2024, until on or about March 3, 2025.

6 2. Plaintiff is informed and believes and thereon alleges that Defendant DAILYLOOK,
7 LLC is authorized to do business within the State of California and is doing business in the State of
8 California and/or that Defendants DOES 1-33 are, and at all times relevant hereto were persons
9 acting on behalf of Defendant DAILYLOOK, LLC in the establishment of, or ratification of, the
10 aforementioned illegal wage and hour practices or policies. Defendant DAILYLOOK, LLC operates
11 in Los Angeles County and employed Plaintiff and aggrieved employees in Los Angeles County,
12 including but not limited to, at 2460 E. 12th St. D, Los Angeles, CA 90021.

13 3. Plaintiff is informed and believes and thereon alleges that Defendant MEETING
14 ALL NEEDS EMPLOYMENT SOLUTIONS, LLC is authorized to do business within the State of
15 California and is doing business in the State of California and/or that Defendants DOES 34-66 are,
16 and at all times relevant hereto were persons acting on behalf of Defendant MEETING ALL NEEDS
17 EMPLOYMENT SOLUTIONS, LLC in the establishment of, or ratification of, the aforementioned
18 illegal wage and hour practices or policies. Defendant MEETING ALL NEEDS EMPLOYMENT
19 SOLUTIONS, LLC operates in Los Angeles County and employed Plaintiff and aggrieved
20 employees in Los Angeles County, including but not limited to, at 2460 E. 12th St. D, Los Angeles,
21 CA 90021.

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

27 5. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
28 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued

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

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

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

14 **FIRST CAUSE OF ACTION**

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

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

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

20 9. During Plaintiff's employment and continuing through the present, Plaintiff alleges
21 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1197,
22 1198, 2802, and the applicable Wage Orders.

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

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

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

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

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

12 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
13 non-exempt employees to line up to wait to register their name in order to verify if their name was
14 on the list. If Plaintiff and other current and former aggrieved California-based hourly non-exempt
15 employees’ name were on the list, they would travel approximately two minutes to their designated
16 clock in area to clock in for the start of their shift. If Plaintiff and other current and former aggrieved
17 California-based hourly non-exempt employees’ name was not on the list, they would be sent home
18 without pay, including reporting time pay.

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

25 15. **Failure to pay wages for overtime hours worked at the overtime rate of pay**
26 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of
27 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer
28 is required to pay hourly employees for all “hours worked,” which includes all time that an employee

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

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

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

15 Labor Code section 510.

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

19 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
20 non-exempt employees to line up to wait to register their name in order to verify if their name was
21 on the list. If Plaintiff and other current and former aggrieved California-based hourly non-exempt
22 employees' name were on the list, they would travel approximately two minutes to their designated
23 clock in area to clock in for the start of their shift. If Plaintiff and other current and former aggrieved
24 California-based hourly non-exempt employees' name was not on the list, they would be sent home
25 without pay, including reporting time pay.

26 18. The foregoing policies, practices, and/or procedures resulted in time during each
27 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
28 employees were under the control of Defendants but were not compensated. To the extent that the
29 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
30 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
31 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed

1 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
2 sections 510, 1194 and 1198, and the applicable Wage Order.

3 **19. Failure to provide reporting time pay:** Labor Code sections 1194, 1197, and 1198,
4 require an employer to pay “reporting time pay” under the applicable Wage Order. Wage Order 1
5 requires that when an “employee is required to report for work and does report, but is not put to
6 work or is furnished less than half said employee's usual or scheduled day's work, the employee
7 shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours
8 nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the
9 minimum wage.” *See* Wage Order 1 at § (5)(A).

10 **20.** Defendants failed to pay Plaintiff and all other current and former aggrieved
11 California-based hourly non-exempt employees all wages at the applicable minimum wage for all
12 hours worked due to Defendants’ policies, practices, and/or procedures including, but not limited
13 to, requiring:

14 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
15 non-exempt employees to line up to wait to register their name in order to verify if their name was
16 on the list. If Plaintiff and other current and former aggrieved California-based hourly non-exempt
17 employees’ name were on the list, they would travel approximately two minutes to their designated
18 clock in area to clock in for the start of their shift. If Plaintiff and other current and former aggrieved
19 California-based hourly non-exempt employees’ name was not on the list, they would be sent home
20 without pay, including reporting time pay.

21 **21.** Therefore, Defendants require Plaintiff and all other current and former aggrieved
22 California-based hourly non-exempt employees to report for work and be put to work for less than
23 half of their usual or scheduled day's work, but Defendants did not pay Plaintiff or all other current
24 and former aggrieved California-based hourly non-exempt employees any reporting time pay.

25 **22.** Defendants’ practice resulted in Plaintiff and all other current and former aggrieved
26 California-based hourly non-exempt employees not receiving reporting time pay when required to
27 work less than their half their usual schedule or scheduled day's work in compliance with California
28 law.

23. **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.

24. 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 1 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.

25. 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 1 at §11.

26. 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) Failing to provide Plaintiff and other current and former aggrieved California-based hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes for every five hours worked, likely due to heavy workload and chronic understaffing.

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

1 employees received shorter meal breaks due to off- the-clock travel time to and from the designated
2 areas resulting in meal breaks of less than 30 minutes.

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

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

12 28. 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 during which Defendants did not provide them with meal
15 periods in compliance with California law.

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

20 30. California law requires every employer to authorize and permit an employee a rest
21 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
22 section 226.7; Wage Order 1 at §12. Under California law, "[e]mployees are entitled to 10 minutes'
23 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
24 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker*
25 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7;
26 Wage Order 1 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.
27 Wage Order 1 at §12. Additionally, the rest period requirement "obligates employers to permit –
28 and authorizes employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.*,

1 (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
2 duties and relinquish control over how employees spend their time. *Id.*

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

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

11 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
12 hourly non-exempt employees with net ten (10) minute rest breaks for every (4) hours worked or
13 major fraction thereof, likely due to a heavy workload and chronic understaffing.

14 (b) Plaintiff and other current and former aggrieved California-based hourly non-exempt
15 employees received shorter rest breaks due to off-the-clock travel time to and from the designated
16 areas resulting in rest breaks of less than ten (10) minutes.

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

21 33. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
22 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
23 hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday
24 they did not receive legally required and compliant rest periods, in violation of Labor Code section
25 226.7.

26 34. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff and
27 other current and former aggrieved California-based hourly non-exempt employees not receiving
28 wages to compensate them for workdays in which Defendants did not provide them with rest periods

1 in compliance with California law.

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

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

11 (a) Requiring

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

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

19 39. **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).

28 40. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to

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

7 **41. Secret payment of lower wages than designated by statute:** Labor Code section
8 223 provides that, where any statute or contract requires an employer to maintain the designated
9 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
10 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
11 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
12 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
13 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
14 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while
15 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

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

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

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

11 45. As a derivative of Plaintiff's allegations above, because Defendants failed to pay
12 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all
13 their earned wages (including minimum wages, overtime wages, reporting time pay, meal period
14 premium wages, and/or rest period premium wages), Defendants failed to pay those employees
15 timely after each employee's termination and/or resignation, in violation of Labor Code sections
16 201, 202, and 203.

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

21 47. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
22 section 2699.3. On May 1, 2025, Plaintiff filed a PAGA Claim Notice with the LWDA and provided
23 notice to Defendants by certified mail which provided notice of the specific provisions of the Labor
24 Code alleged to have been violated, including the facts and theories to support the violations alleged.

25 48. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
26 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
27 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
28 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends

1 to investigate Plaintiff's claims.

2 49. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
3 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
4 510, 512, 1194, and 1198., During Plaintiff's employment and continuing through the present,
5 preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the
6 following amounts:

7 a. For violations of Labor Code sections 201, 202, 203, 226(a), 226.7, 1198, and
8 2802; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation
9 and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
10 violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

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

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

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

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

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, ON BEHALF OF HERSELF 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);

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

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

Dated: July 10, 2025

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By:



 Joseph Lavi, Esq.
 Vincent C. Granberry, Esq.
 Jeffrey D. Klein, Esq.
 Christina M. Le, Esq.
 Austin J. Reid, Esq.
 Attorneys for Plaintiff
 MARIA GUEVARA
 on behalf of herself and current and former aggrieved
 employees