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Attorneys for Plaintiff
AUSTIN TERRAZAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

AUSTIN TERRAZAS, an individual, for the real
party in interest, the State of California, on behalf
of all other employees

Plaintiff,

vs.

LPL FINANCIAL LLC; and DOES 1 through 50

Defendants.

Case No. 25CU039590C

**REPRESENTATIVE COMPLAINT FOR
NON-INDIVIDUAL CLAIMS UNDER THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code Section 2698 *et seq.*)**

1 Plaintiff AUSTIN TERRAZAS (“Plaintiff”), in his capacity as the State of California’s
2 designated proxy under the Private Attorneys General Act (“PAGA”), and on behalf of other current
3 and former California non-exempt employees alleges the following non-individual PAGA claims:

4 **NATURE OF THE ACTION**

5 1. Pursuant to the PAGA, incorporated in Labor Code sections 2698, 2699 *et seq.*,
6 Plaintiff brings this representative action for non-individual PAGA claims against Defendants LPL
7 FINANCIAL LLC (“LPL”) and DOES 1 through 50 (all defendants are hereinafter collectively
8 referred to as “Defendants”) for violations of the California Labor Code and the applicable Industrial
9 Welfare Commission Wage Order (the “IWC Wage Order”).

10 2. Pursuant to Labor Code section 2699 *et seq.*, any provision of the Labor Code that
11 provides for a civil penalty to be assessed and collected by the Labor and Workforce Development
12 Agency (“LWDA”) or any of its departments, divisions, commissions, boards, agencies or employees
13 for violation of the code may, as an alternative, be recovered through a civil action brought by an
14 aggrieved employee on behalf of himself or herself and other current or former employees pursuant
15 to the procedures specified in Labor Code section 2699.3.

16 3. Through this representative action, Plaintiff seeks to recover civil penalties under the
17 PAGA. No class certification is required. (*Arias v. Superior Court* (2009) 46 Cal.4th 969.)

18 **JURISDICTION AND VENUE**

19 4. Pursuant to Article VI, section 10 of the California Constitution, subject matter
20 jurisdiction is proper in the Superior Court of California, County of San Diego, State of California
21 because Plaintiff alleges claims arising under California law.

22 5. This Court has jurisdiction over Defendants because each is believed to be an
23 association, corporation, business entity, or individual that conducts substantial business in the State
24 of California, County of San Diego.

25 6. This Court has jurisdiction over Plaintiff’s claim for civil penalties under the PAGA.

26 7. Pursuant to California Code of Civil Procedure section 395, venue is proper in the
27 Superior Court of California for the County of San Diego because this is where some of the wrongful
28 misconduct alleged herein occurred.

THE PARTIES

8. The State of California is the real party in interest in a PAGA action. (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal.5th 73, 81. [The “government entity on whose behalf the plaintiff files suit is always the real party in interest.”].)

9. Defendants are a wealth management firm doing business throughout California.

10. Plaintiff is currently employed by Defendants in California as a service professional.

11. Pursuant to Labor Code section 2699(c), Plaintiff is an “aggrieved employee” because he was employed by Defendants and had one or more of the alleged violations committed against him, and therefore is properly suited to act on behalf of the state, and collect civil penalties for all non-individual claims and violations committed against other current and former employees, who are also aggrieved employees.

12. Plaintiff brings this action on behalf of Defendants’ current and former non-exempt California employees who worked for Defendants from May 23, 2024 until trial (“Representative Employees”) that suffered from any one of the alleged violations in this Complaint.

13. The true names and capacities, whether individual, corporate, associate or otherwise of the Defendant named herein as DOES 1 through 50, are unknown to Plaintiff at this time. Plaintiff therefore sues said Defendants by such fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff will seek leave to amend the operative complaint (“Complaint”) to allege the true names and capacities of DOES 1 through 50 when their names are ascertained. Plaintiff is informed and believes, and based thereon allege, that each of the DOE Defendants is in some manner liable to Plaintiff for the events and actions alleged herein.

14. Plaintiff is informed and believes, and based thereon alleges, that at all times, each Defendant was acting as an agent, joint venturer, integrated enterprise and/or alter ego for each of the other defendants and each were co-conspirators with respect to the acts and the wrongful conduct alleged herein so that each is responsible for the acts of the other in connection with the conspiracy and in proximate connection with the other defendants.

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1 15. At all material times, Defendants were and/or are employers or persons acting on
2 behalf of employers, under California law, the IWC Wage Order, and the Labor Code, including Labor
3 Code sections 558 and 558.1 and thus are jointly and severally liable for the violations alleged herein
4 and any amounts awarded and/or recoverable as a result of this action.

5 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

6 16. On May 23, 2025, Plaintiff, via counsel, provided the statutorily required notice to the
7 LWDA (“PAGA Notice”), indicating that Plaintiff intends to pursue PAGA claims against Defendants
8 for violations of the Labor Code. Plaintiff, via counsel, sent a copy of the May 23, 2025 PAGA Notice
9 to Defendant LPL.

10 17. On July 23, 2025, Plaintiff, via counsel, provided an amended PAGA Notice to the
11 LWDA, adding additional PAGA claims that Plaintiff intends to pursue against Defendants for
12 violations of the Labor Code. Plaintiff, via counsel, sent a copy of the July 23, 2025 amended PAGA
13 Notice to Defendant LPL.

14 18. The statutory period expired since Plaintiff provided the PAGA Notice to the LWDA
15 and the LWDA did not serve Plaintiff with a notice of its intent to assume jurisdiction over the
16 applicable penalty claims and did not provide notice as set forth in Labor Code section
17 2699.3(a)(2)(A). As such, Plaintiff has exhausted the administrative requirements under the PAGA.

18 **PAGA REPRESENTATIVE ACTION CLAIMS**

19 19. California law provides that an aggrieved employee may file a representative action
20 under the PAGA against an employer for violations of the Labor Code and Wage Order.

21 20. Defendants provided uniform company-wide policies and practices, by way of
22 employee handbooks and disclosures, that governed Plaintiff and Representative Employees’
23 employment in California for Defendants.

24 21. As alleged below, current and former non-exempt employees of Defendants in
25 California, including Plaintiff, were subject to systemic and company-wide wage and hour violations
26 by Defendants, specifically by Defendants’ violation of Labor Code sections 201, 202, 203, 204, 226,
27 226(a), 226(a)(1), 226(a)(5), 226(a)(9), 226.7, 226.7(b), 226.7(c), 246, 246(l), 432.5, 510, 512, 1198,
28 and 2802.

FIRST CAUSE OF ACTION

**(Representative Non-Individual Claims for Civil Penalties Under the PAGA for violations of
Labor Code Section 246(l) against all Defendants)**

22. Plaintiff re-alleges and incorporate by reference the foregoing allegations as though set forth herein.

23. Under Labor Code sections 246, 246(a), 246(b), and 246(c) employers in California must provide employees with paid sick leave.

24. Under Labor Code section 246(l), employers in California must provide employees with paid sick leave to be paid at a specified rate of pay which must factor in additional earnings during a given pay period wherein such leave is used.

25. During their employment, Plaintiff and Representative Employees earned additional nondiscretionary compensation, including but not limited to bonuses, quarterly bonus, yearend bonus, spot bonus, finsvspro bns, incentives, retention bonuses, shift differential earnings, holiday differential earnings, on call payments, employee referral bonuses, and service earnings.

26. Defendants failed to pay Plaintiff and Representative Employees all sick leave wages in accordance with Labor Code section 246(l) because Defendants have a systemic company-wide payroll deficiency that resulted in the issuance of sick leave to all Representative Employees in California at an incorrect and deficient rate of pay.

27. Defendants systemically and categorically failed to include all compensation earned (e.g., bonuses) during a given period when determining the appropriate rate of pay for sick leave wages as required by Labor Code section 246(l), resulting in the underpayment of wages.

28. Defendants' failure to issue sick leave at the rate mandated by Labor Code section 246(l) appears to be systemic and company-wide in California, thereby resulting in the underpayment of wages to Plaintiff and Representative Employees.

29. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code section 246(l).

30. Aggrieved Employees are permitted to use the PAGA to enforce California's Healthy Workplaces Healthy Families Act. (*Wood v. Kaiser Found. Hosps.* (2023) 88 Cal.App.5th 742, 748.)

31. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

32. Plaintiff is seeking civil penalties and injunctive relief against Defendants for any and all non-individual PAGA claims under Labor Code section 2699(f) and/or any other applicable statute allowing recovery of civil penalties under the PAGA in an amount to be shown according to proof.

33. Pursuant to Labor Code section 248.5, if applicable herein, Plaintiff seeks to recover attorneys' fees, costs, civil penalties, in an amount to be shown according to proof.

34. Pursuant to the PAGA, Labor Code section 2699(g), or any other applicable statute, Plaintiff seeks to recover reasonable attorneys' fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

SECOND CAUSE OF ACTION

(Representative Non-Individual Claims for Civil Penalties Under the PAGA for Violations of Labor Code Sections 510 and 1198 against all Defendants)

35. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

36. Eight hours of labor constitutes a day's work, and any work in excess of 8 hours in 1 workday, any work in excess of 40 hours in any one workweek, and for the first 8 hours worked on the 7th consecutive day of work in a workweek, shall be compensated at the rate of no less than one-and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. (Labor Code § 510 and IWC Wage Order.)

37. Plaintiff and Representative Employees were not paid for all overtime hours that they worked for Defendants. By way of example, Defendants failed to properly provide Plaintiff and Representative Employees with overtime pay for hours worked in excess of eight hours in one workday and/or hours worked in excess of 40 hours in one workweek.

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1 38. Defendants also violated Labor Code sections 510 and 1198 because they failed to
2 compensate Plaintiff and Representative Employees at the appropriate regular rate of pay for all
3 overtime hours worked. In particular, Defendants failed to properly true up all overtime pay based
4 on various incentives earned, including but not limited to bonuses, quarterly bonus, yearend bonus,
5 spot bonus, finsvspro bns, incentives, retention bonuses, shift differential earnings, holiday
6 differential earnings, on call payments, employee referral bonuses, and service earnings.

7 39. Defendants' failure to compensate Plaintiff for overtime at the mandated regular rate
8 of pay is a systemic company-wide issue that affected Representative Employees in California.

9 40. The PAGA imposes upon Defendants, and each of them, civil penalties for violating
10 Labor Code sections 510, 1198, and the IWC Wage Order.

11 41. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil
12 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations,
13 and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for
14 all Labor Code provisions for which a civil penalty is not specifically provided.

15 42. Pursuant to Labor Code section 558, any employer or other person acting on behalf of
16 an employer who violates, or causes to be violated, Labor Code sections 500 to 558.1 or any provision
17 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject
18 to a civil penalty. Specifically, Labor Code section 558 imposes upon Defendants, and each of them,
19 penalties of fifty dollars (\$50) per pay period, per aggrieved employee for initial violations, and one
20 hundred dollars (\$100) per pay period, per aggrieved employee for subsequent violations.

21 43. Plaintiff is seeking civil penalties and injunctive relief against Defendants for any and
22 all non-individual PAGA claims under Labor Code section 2699(f) and/or any other applicable statute
23 allowing recovery of civil penalties under the PAGA in an amount to be shown according to proof.

24 44. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover
25 reasonable attorneys' fees, costs, and filing fees paid to the LWDA in an amount to be shown
26 according to proof.

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THIRD CAUSE OF ACTION

(Representative Non-Individual Claims for Civil Penalties Under the PAGA for Violations of Labor Code Section 226(a)(1) against all Defendants)

45. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

46. Labor Code section 226(a)(1) requires wage statements that an employer issues to its employees accurately state the gross wages earned.

47. Defendants failed to accurately state the gross wages on the wage statements it issued to Plaintiff and Representative Employees in violation of Labor Code section 226(a)(1). By way of one example, the wage statements Defendants issued to Plaintiff failed to include the accurate amount of gross wages, including, but not limited to, sick pay wages, overtime wages, and meal/rest premium wages.

48. Because Defendants' payroll practices in California are uniform, Defendants' failure to furnish accurate itemized wage statements to Plaintiff is a systemic company-wide issue that affected Representative Employees in California.

49. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code section 226(a)(1).

50. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

51. Plaintiff is seeking civil penalties and injunctive relief against Defendants for any and all non-individual PAGA claims under Labor Code sections 2699(f), 226.3, and/or any other applicable statute allowing recovery of civil penalties under the PAGA in an amount to be shown according to proof.

52. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover reasonable attorneys' fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

FOURTH CAUSE OF ACTION

(Representative Non-Individual Claims for Civil Penalties Under the PAGA for Violations of Labor Code Section 226(a)(5) against all Defendants)

53. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

54. Labor Code section 226(a)(5) requires wage statements that an employer issues to its employees accurately state the net wages earned.

55. Defendants failed to accurately state the net wages on the wage statements it issued to Plaintiff and Representative Employees in violation of Labor Code section 226(a)(5). By way of one example, the wage statements Defendants issued to Plaintiff failed to include the accurate amount of net wages, including, but not limited to, sick pay wages, overtime wages, and meal/rest premium wages.

56. Because Defendants' payroll practices in California are uniform, Defendants' failure to furnish accurate itemized wage statements to Plaintiff is a systemic company-wide issue that affected Representative Employees in California.

57. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code section 226(a)(5).

58. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

59. Plaintiff is seeking civil penalties and injunctive relief against Defendants for any and all non-individual PAGA claims under Labor Code sections 2699(f), 226.3, and/or any other applicable statute allowing recovery of civil penalties under the PAGA in an amount to be shown according to proof.

60. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover reasonable attorneys' fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

FIFTH CAUSE OF ACTION

(Representative Non-Individual Claims for Civil Penalties Under the PAGA for Violations of Labor Code Section 226(a)(9) against all Defendants)

61. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

62. Labor Code section 226(a)(9) requires wage statements that an employer issues to its employees accurately state all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

63. Defendants failed to provide Plaintiff and Representative Employees the applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee in violation of Labor Code section 226(a)(9). By way of one example, the rates/hours for sick pay, meal/rest premiums, and overtime are inaccurately itemized on the wage statement Defendants issued to Plaintiff and Representative Employees.

64. Because Defendants' payroll practices in California are uniform, Defendants' failure to furnish accurate itemized wage statements to Plaintiff is a systemic company-wide issue.

65. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code section 226(a)(9).

66. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

67. Plaintiff is seeking civil penalties and injunctive relief against Defendants for any and all non-individual PAGA claims under Labor Code sections 2699(f), 226.3, and/or any other applicable statute allowing recovery of civil penalties under the PAGA in an amount to be shown according to proof.

68. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover reasonable attorneys' fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

1 **SIXTH CAUSE OF ACTION**

2 **(Representative Non-Individual Claims for Civil Penalties Under the PAGA for Violations of**
3 **Labor Code Section 226(a) against all Defendants)**

4 69. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though
5 set forth herein.

6 70. Under Labor Code section 226(a) an employer must either keep a duplicate of the wage
7 statement provided to an employee or a computer-generated record that accurately shows all of the
8 information required under 226(a)(1) through (a)(9).

9 71. Defendants failed to keep records required under Labor Code section 226(a). By way
10 of example, the copies of Plaintiff's payroll records that Defendants produced to Plaintiff do not
11 include the accurate gross and net wages, total hours worked, and applicable hourly rates and
12 corresponding hours worked.

13 72. Because Defendants' payroll practices in California are uniform, Defendants' failure
14 to maintain accurate itemized wage statements for Plaintiff is a systemic company-wide issue that
15 affected Representative Employees in California.

16 73. The PAGA imposes upon Defendants, and each of them, civil penalties for violating
17 Labor Code section 226(a).

18 74. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil
19 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations,
20 and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for
21 all Labor Code provisions for which a civil penalty is not specifically provided.

22 75. Plaintiff is seeking civil penalties and injunctive relief against Defendants for any and
23 all non-individual PAGA claims under Labor Code sections 2699(f), 226.3, and/or any other
24 applicable statute allowing recovery of civil penalties under the PAGA in an amount to be shown
25 according to proof.

26 76. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover
27 reasonable attorneys' fees, costs, and filing fees paid to the LWDA in an amount to be shown
28 according to proof.

1 **SEVENTH CAUSE OF ACTION**

2 **(Representative Non-Individual Claims for Civil Penalties Under the PAGA for Violations of**
3 **Labor Code Section 204 against all Defendants)**

4 77. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though
5 set forth herein.

6 78. Labor Code section 204 imposes an obligation of timely payment of wages upon
7 California employers.

8 79. Defendants violated Labor Code section 204 because they failed to timely pay their
9 employees all earned wages during an applicable pay period. By way of one example, Defendants
10 failed to pay all earned wages, including, but not limited to, sick pay wages, overtime wages, and
11 meal/rest premium wages in a timely manner as required under Labor Code section 204.

12 80. Defendants' failure to timely pay Plaintiff all wages due and owing is a systemic
13 company-wide issue that affected Representative Employees in California.

14 81. The PAGA imposes upon Defendants, and each of them, civil penalties for violating
15 Labor Code section 204.

16 82. Labor Code section 210 imposes upon Defendants, and each of them, civil penalties of
17 one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two
18 hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations.

19 83. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil
20 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations,
21 and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for
22 all Labor Code provisions for which a civil penalty is not specifically provided.

23 84. Plaintiff is seeking civil penalties and injunctive relief against Defendants for any and
24 all non-individual PAGA claims under Labor Code sections 210, 2699(f), and/or any other applicable
25 statute allowing recovery of civil penalties under the PAGA in an amount to be shown according to
26 proof.

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85. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover reasonable attorneys' fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

EIGHTH CAUSE OF ACTION

**(Representative Non-Individual Claims for Civil Penalties Under the PAGA for Violations of
Labor Code Sections 201, 202, and 203 against all Defendants)**

86. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

87. Under Labor Code section 201, if an employee is discharged by his/her employer, the wages earned and unpaid at the time of discharge are due and payable immediately.

88. Under Labor Code section 202, if on the other hand, “an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

89. Labor Code section 203 provides, in pertinent part: “If an employer willfully fails to pay, without abatement or reduction, ... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days. ...”

90. Plaintiff and Representative Employees did not receive all wages upon termination or separation of employment. By way of one example, Plaintiff and Representative Employees were owed wages, including, but not limited to, sick pay wages, meal/rest premium wages, and overtime wages. To date, Defendants have not paid Plaintiff and Representative Employees all wages due to them upon their termination of or separation from employment.

91. Defendants' failure to pay Plaintiff all wages due and owing at the time of her separation from employment is a systemic company-wide issue that affected Representative Employees in California that were terminated or separated from employment.

92. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code sections 201, 202, and 203.

93. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

94. Plaintiff is seeking civil penalties and injunctive relief against Defendants for any and all non-individual PAGA claims under Labor Code section 2699(f), and/or any other applicable statute allowing recovery of civil penalties under the PAGA in an amount to be shown according to proof.

95. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover reasonable attorneys' fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

NINTH CAUSE OF ACTION

**(Representative Non-Individual Claims for Civil Penalties Under the PAGA for Violations of
Labor Code Section 432.5 against all Defendants)**

96. Plaintiff re-alleges and incorporate by reference the foregoing allegations as though set forth herein.

97. Under Labor Code section 432.5, “[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.”

98. Defendants violated Labor Code section 432.5 by requiring Plaintiff and the Representative Employees to agree, in writing, to multiple terms and conditions which are prohibited by California law and public policy. For example, the arbitration agreement that Defendants required Plaintiff and other employees to agree to contains an unlawful and unenforceable wholesale PAGA waiver that requires Plaintiff and other employees to “mutually waive their right to bring, maintain, and participate in any representative action against the other that involves non-individual claims of others.”

1 99. “In *Iskanian*, we held that a predispute categorical waiver of the right to bring a PAGA
2 action is unenforceable (*Iskanian, supra*, 59 Cal.4th at pp. 382–383, 173 Cal.Rptr.3d 289, 327 P.3d
3 129)—a rule that *Viking River* left undisturbed (see *Viking River*, 142 S.Ct. at pp. 1922–1923, 1924–
4 1925 [the FAA does not preempt this rule]). We explained that such waivers violate California public
5 policy and Civil Code sections 1668 and 3513. (*Iskanian*, at pp. 383–384, 173 Cal.Rptr.3d 289, 327
6 P.3d 129, quoting Civ. Code, § 1668 [prohibiting contractual waivers, whether “direct[] or indirect[
7],” that “exempt any one from responsibility for his own ... violation of law”] and Civ. Code, § 3513
8 [“a law established for a public reason cannot be contravened by a private agreement”].)” (*Adolph v.*
9 *Uber Technologies, Inc.* (2023) 14 Cal.5th 1104, 1117.)

10 100. “To reiterate, an unenforceable wholesale PAGA waiver is one that requires an
11 employee as a condition of employment to waive their right to bring any ‘representative’ PAGA
12 claims, individual **or** nonindividual, ‘in any forum.’” (*DeMarinis v. Heritage Bank of*
13 *Commerce* (2023) 317 Cal.Rptr.3d 1, 10.)

14 101. The court in *Viking River* made it clear that the FAA does not preempt *Iskanian*’s
15 prohibition on wholesale PAGA waivers. (*Viking River, supra*, 596 U.S. at p. 639.)

16 102. Thus, Defendants violated Labor Code section 432.5 by requiring Plaintiff and the
17 Representative Employees to agree, in writing, to terms and conditions which are prohibited by
18 California law, i.e., the wholesale PAGA waiver.

19 103. The PAGA imposes upon Defendants, and each of them, civil penalties for violating
20 Labor Code section 432.5.

21 104. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil
22 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations,
23 and two hundred dollars (\$200) per pay period per aggrieved employee for subsequent violations for
24 all Labor Code provisions for which a civil penalty is not specifically provided.

25 105. Plaintiff is seeking civil penalties and injunctive relief against Defendants for any and
26 all non-individual PAGA claims under Labor Code section 2699(f), and/or any other applicable statute
27 allowing recovery of civil penalties under the PAGA in an amount to be shown according proof.

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106. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover reasonable attorneys' fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

TENTH CAUSE OF ACTION

(Representative Non-Individual Claims for Civil Penalties Under the PAGA for violations of Labor Code Sections 2802 against all Defendants)

107. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

108. Labor Code section 2802(a) states that an employer must reimburse employees “for all necessary expenditures” incurred by the employee in “direct consequence of the discharge of his or her duties.”

109. Defendants violated Labor Code section 2802. Plaintiff was required to use his cell phone and purchase services such as internet/data services in discharge of his duties and for the benefit of Defendant. Plaintiff and Representative Employees incurred expenses as a result of using their cellular, internet data, and electric services, in discharge of their duties for Defendant. Defendants failed to adequately reimburse Plaintiff and Representative Employees for these necessary expenditures.

110. Defendant's failure to reimburse Plaintiff for all necessary expenditures incurred in discharge of her duties is a systemic company-wide issue that affected Representative Employees in California.

111. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code section 2802.

112. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

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1 113. Plaintiffs are seeking civil penalties and injunctive relief against Defendants for any
2 and all non-individual PAGA claims under Labor Code section 2699(f), and/or any other applicable
3 statute allowing recovery of civil penalties under the PAGA in an amount to be shown according
4 proof.

5 114. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover
6 reasonable attorneys' fees, costs, and filing fees paid to the LWDA in an amount to be shown
7 according to proof.

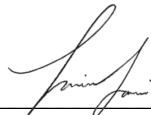
8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff prays for a judgment against Defendants as follows:

- 10 1. An award of civil penalties pursuant to the PAGA and/or other applicable laws;
11 2. Injunctive and/or equitable relief pursuant to the PAGA and/or other applicable laws;
12 3. An award of reasonable attorneys' fees, costs, and filing fees paid to the LWDA pursuant
13 to the PAGA, California Labor Code section 2699(g), and/or other applicable law;
14 4. Post-judgment interest as provided by law; and
15 5. Such other and further relief that the Court may deem just and proper.

16 Dated: July 28, 2025

THE JAMI LAW FIRM P.C.

17 By: 
18 Tamim Jami
19 Attorney for Plaintiff
20 AUSTIN TERRAZAS
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