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Attorneys for Plaintiff MARQUIS WILLIAMS, as representative of the State of California and the Labor and Workforce Development Agency, and on behalf of himself and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MARQUIS WILLIAMS, on behalf of himself
and all other Aggrieved Employees,

Plaintiffs,

v.

LOS ANGELES-M, INC., a California
corporation; LITHIA MOTORS, INC., an
Oregon corporation; KEYES EUROPEAN,
LLC, a California Limited Liability Company,
and DOES 1-50, inclusive,

Defendants,

Case No. **25STCV23520**

COMPLAINT

1. Civil Penalties under the Private Attorneys General Act (PAGA)

1 Plaintiff, MARQUIS WILLIAMS (“Plaintiff”), as a representative of the State of
2 California and the Labor and Workforce Development Agency (LWDA), and on behalf of himself
3 and other current or former Aggrieved Employees, complains and alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action brought by Plaintiff, as a representative of the State
6 of California and the LWDA, and on behalf of himself and other Aggrieved Employees, to collect
7 civil penalties for Defendants’ Labor Code violations.

8 2. Defendants and employers, LOS ANGELES-M, INC., LITHIA MOTORS, INC.,
9 and KEYES EUROPEAN, LLC (collectively referred to as “Defendants”), violated numerous
10 wage and hour laws with respect to Plaintiff and other Aggrieved Employees by failing to
11 provide, for example: accurate and itemized wages statements, payment for all hours worked
12 (including regular wages and overtime), failure to provide a minimum wage, lawful meal
13 periods, lawful rest periods, timely payment during employment, failure to reimburse for
14 expenses incurred during the course and scope of employment, and payment upon separation of
15 employment.

16 **PARTIES**

17 **The Plaintiff**

18 3. Plaintiff is, and at all times herein mentioned was, a resident of California,
19 currently residing in Los Angeles County.

20 4. Aggrieved Employees are all former and/or current non-exempt employees
21 holding various positions and employed by Defendants within California during the relevant
22 time period who may have been subject to at least one or more Labor Code violations set forth
23 in the PAGA Notice dated May 5, 2025. (“Aggrieved Employees”).

24 **The Defendants**

25 5. Defendant LOS ANGELES-M, INC., is a California corporation which, at all
26 relevant times mentioned herein, existing, doing business, and employing individuals in the
27 County of Los Angeles, State of California. Plaintiff is informed and thereon alleges that
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1 Defendant exercised control over Plaintiff and Aggrieved Employees' wages, hours, and working
2 conditions.

3 6. Defendant LITHIA MOTORS, INC., is an Oregon corporation which, at all
4 relevant times mentioned herein, existing, doing business, and employing individuals in the
5 County of Los Angeles, State of California. Plaintiff is informed and thereon alleges that
6 Defendant exercised control over Plaintiff and Aggrieved Employees' wages, hours, and working
7 conditions.

8 7. Defendant KEYES EUROPEAN, LLC, is a California limited liability company
9 which, at all relevant times mentioned herein, existing, doing business, and employing individuals
10 in the County of Los Angeles, State of California. Plaintiff is informed and thereon alleges that
11 Defendant exercised control over Plaintiff and Aggrieved Employees' wages, hours, and working
12 conditions.

13 8. The true names and capacities, whether individual, corporate, associate, or
14 otherwise of Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at this
15 time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to
16 amend this Complaint to insert the true names and capacities of said Defendants when the same
17 become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of
18 the fictitiously named Defendants are responsible for the wrongful acts alleged herein and is
19 therefore liable to Plaintiff as alleged hereinafter.

20 9. Plaintiff is informed and believes, and based thereupon alleges, that at all times
21 relevant, Defendants, and each of them, were the agents, employees, managing agents,
22 supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of
23 the other Defendants, and each of them, and in doing the things alleged herein, were acting at
24 least in part within the course and scope of said agency, employment, conspiracy, joint
25 employment, alter ego status, and/or joint venture and with the permission and consent of each of
26 the other Defendants.

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1 10. Plaintiff is informed and believes, and based thereupon alleges, that Defendants,
2 and each of them, including those Defendants named as DOES 1-50, acted in concert with one
3 another to commit the wrongful acts alleged therein, and aided, abetted, incited, compelled,
4 and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so.
5 Plaintiff is further informed and believes, and based thereupon alleges, that the Defendants, and
6 each of them, including those Defendants named as DOES 1-50, formed and executed a
7 conspiracy or common plan pursuant to which they would commit the unlawful acts alleged
8 herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended
9 to and actually causing Plaintiff harm.

10 11. Whenever and wherever reference is made in this Complaint to any act or failure
11 to act by a defendant or co-defendant, such allegations and references shall also be deemed to
12 mean the acts and/or failures to act by each defendant acting individually, jointly and severally.

13 **JURISDICTION AND VENUE**

14 12. Venue is proper in Los Angeles County, because Defendants maintain their
15 locations and transacts business in this county, the obligations and liability primarily arise in this
16 county, and work was primarily performed by Plaintiff and other Aggrieved Employees in this
17 county.

18 13. The California Superior Court has jurisdiction over this matter. The individual
19 claims are under the seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for
20 federal court and PAGA penalties cannot be aggregated to meet the minimum jurisdictional
21 amount required for diversity removal. Further, there is no federal question at issue as the issues
22 herein are based solely on California statutes and law, including, but not limited to, the California
23 Labor Code, Industrial Welfare Commission Wage Orders, California Code of Civil Procedure,
24 and California Rules of Court.

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GENERAL ALLEGATIONS

14. Defendants operate a full-service Mercedes-Benz dealership in Sherman Oaks, California. Defendants employed Plaintiff and Aggrieved Employees in California during the relevant PAGA period. Aggrieved Employees are all former and/or current non-exempt employees holding various positions and employed by Defendants within California during the relevant time period who may have been subject to at least one or more Labor Code violations set forth in the PAGA Notice dated May 5, 2025.

15. Plaintiff was employed by Defendants as a service technician from on or about April 4, 2022, through April 2, 2025. Plaintiff's primary duties included servicing automobiles.

16. The position required Plaintiff to work more than 8 hours a day and/or 40 hours per week without lawful compensation. Plaintiff and Aggrieved Employees were regularly not paid for minimum wages and overtime for compensable work time spent under the control of Defendants, including off-the-clock work, which was in excess of regularly scheduled, eight-hour daily shifts.

17. Plaintiff and Aggrieved Employees were not paid for all compensable work time at the correct rate of pay. Plaintiff and Aggrieved Employees received non-discretionary pay, including, but not limited to, "Overtime Bonus Ea" and "Hourly Production Bo" that was not included in overtime compensation and all required premium pay.

18. Plaintiff and Aggrieved Employees were subject to not having all their compensable work time recorded due to Defendants' lack of adequate staffing. Not all of Plaintiff and Aggrieved Employees' compensable work time spent under the control of Defendants was accounted for and compensated. Specifically, Plaintiff is informed and believes that Defendants (1) adjusted clock in and clock out times to the disadvantage of Plaintiff and other Aggrieved Employees by rounding up clock-in times when Plaintiff and Aggrieved Employees clocked-in before the scheduled start of their respective shifts and rounded down clock-out times when Plaintiff and Aggrieved Employees worked past the scheduled end time for their shifts, as well as (2) requiring Plaintiff and Aggrieved Employees to continue working when ostensibly on duty-free meal periods, or requiring them to return to work before the end of their thirty-minute

1 meal periods but prohibiting them from clocking back in until the legally required thirty-minute
2 mark.

3 19. Based on information and belief, Plaintiff believes he and Aggrieved Employees
4 were also not being reimbursed for all necessary expenses incurred in the performance of their
5 job duties. Specifically, Defendants required Plaintiff and Aggrieved Employees, regardless of
6 classification, to use their personal cellular telephones to communicate with colleagues and
7 supervisors in the course of performing their respective duties but failed to reimburse them for
8 use of the personal cellular devices nor the consumption of personal calling. Specifically,
9 Plaintiff used their personal cellphone to clock in and out by using app called Workday. Plaintiff
10 was also required to buy various mechanic tools like wrenches, screw drivers, and battery
11 chargers.

12 20. Defendants failed to authorize and permit all required meal and rest periods for
13 Plaintiff and Aggrieved Employees because, upon information and belief, Defendants
14 maintained unlawful meal/rest period policies and practices. In order to curtail labor costs,
15 Defendants regularly did not staff enough employees to provide sufficient coverage to maintain
16 their business operations so Plaintiff and Aggrieved Employees could not both complete their
17 assigned daily duties and take complete, timely and uninterrupted meal and rest breaks.
18 Defendants prioritized completion of daily duties and customer satisfaction ahead of meal and
19 rest period compliance. Defendants failed to provide Plaintiff and Aggrieved Employees with an
20 additional hour of premium pay at the regular rate of pay for each meal/rest period violation, as
21 required by Labor Code section 226.7.

22 21. As a result of the violations described above, Plaintiff and Aggrieved Employees
23 experienced collateral or derivative violations. Specifically, Defendants failed to provide
24 Plaintiff and Aggrieved Employees accurate itemized wage statements in writing in compliance
25 with Labor Code section 226 and failed to compensate Plaintiff and Aggrieved Employees for
26 all wages owed at the time employment with Defendants had ended.

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1 22. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor
2 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
3 departments, divisions, commissions, boards, agencies or employees for violation of the code
4 may, as an alternative, be recovered through a civil action brought by an aggrieved employee on
5 behalf of himself and other current or former employees pursuant to the procedures specified in
6 Labor Code section 2699.3.

7 23. For all provisions of the Labor Code except those for which a civil penalty is
8 specifically provided, Labor Code section 2699, subdivision (f) imposes upon Defendant a
9 penalty of one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
10 initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period
11 for each subsequent pay period in which Defendant violated these provisions of the Labor Code.

12 24. Defendants' conduct during the PAGA period with respect to Plaintiff and
13 Aggrieved Employees violates numerous Labor Code sections as detailed herein.

14 25. Plaintiff alleges that Defendants have engaged in a systematic pattern of wage
15 and hour violations under the California Labor Code and IWC Wage Orders.

16 26. At all relevant times herein, Defendants employed Plaintiff and Aggrieved
17 Employees who were subject to the employment policies described herein, in whole or in part,
18 and therefore suffered at least one or more of the violations set forth herein.

19 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive
21 wages for all hours worked, including the applicable minimum, regular, and overtime wages,
22 and that they were not receiving all wages earned for work that was required to be performed. In
23 violation of the Labor Code and IWC Wage Orders, Defendants failed to pay Plaintiff and
24 Aggrieved Employees for all hours worked. Accordingly, Defendants failed to pay Plaintiff and
25 Aggrieved Employees all earned minimum, regular, and/or overtime compensation.

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1 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive all
3 required meal periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved
4 Employees' regular rate of pay when they did not receive a timely, uninterrupted off-duty meal
5 period. In violation of the Labor Code and IWC Wage Orders, Defendants had a pattern, practice,
6 and policy of not providing timely meal periods. Defendants failed to pay an additional hour of
7 pay to Plaintiff and Aggrieved Employees for late meal periods. As a result of Defendants'
8 unlawful policy and practice, Plaintiff and aggrieved employees did not receive all meal periods
9 or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved Employees' regular
10 rate of pay when they did not receive a timely, uninterrupted 30 minute off-duty meal period.

11 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive all
13 required rest periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved
14 Employees' regular rate of pay when they did not receive a timely, uninterrupted off-duty rest
15 period. In violation of the Labor Code and IWC Wage Orders, Defendants had a pattern, practice,
16 and policy of not providing timely rest periods. Defendants failed to pay an additional hour of
17 pay to Plaintiff and Aggrieved Employees for each rest periods were not provided or was
18 interrupted. As a result of Defendants' unlawful policy and practice, Plaintiff and Aggrieved
19 Employees did not receive all required rest periods or payment of one (1) additional hour of pay
20 at Plaintiff's and Aggrieved Employees' regular rate of pay when they did not receive a timely,
21 uninterrupted 10 minute off-duty rest period.

22 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff and certain Aggrieved Employees were entitled to
24 timely payment of wages due upon separation of employment. In violation of the Labor Code,
25 Plaintiff and certain Aggrieved Employees did not receive payment of all wages due, within
26 permissible time periods, upon separation of employment.

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1 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive
3 itemized wage statements that accurately showed their actual hours worked, total hours worked,
4 number of hours worked at each hourly rate, gross and net wages earned, and correct employer
5 information in accordance with California law. As a result of the wage violations specified
6 above, and in violation of the Labor Code, Plaintiff and Aggrieved Employees were not provided
7 with accurate itemized wage statements that accurately reported their gross and net wages
8 earned, total hours worked, each applicable rate of pay in effect during the pay period with the
9 corresponding number of hours worked, and the address of the legal entity that is the employer,
10 among other things.

11 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Defendants were required to maintain accurate records of the hours
13 worked by Plaintiff and Aggrieved Employees. In violation of the Labor Code, Defendants failed
14 to maintain accurate records of hours worked by Plaintiff and Aggrieved Employees due to its
15 off-the-clock and/or unfair rounding practices, among other things.

16 **FIRST CAUSE OF ACTION**

17 **(Civil Penalties Under the Private Attorneys General Act,**
18 **Labor Code § 2699 et seq., For Violations of the Labor Code)**

19 33. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
20 Complaint as if fully alleged herein.

21 34. By this complaint, Plaintiff brings this case as a representative action seeking
22 penalties for himself, the Aggrieved Employees, and the State of California in a representative
23 capacity, as provided by the PAGA, Labor Code sections 2698 et seq. Plaintiff is an Aggrieved
24 Employee who was employed by Defendants and subject to at least one of the Labor Code
25 violations set forth in Labor Code section 2699.5. Plaintiff specifically alleged the following in
26 their notice to the LWDA and Defendants: violation of Labor Code sections 201, 202, 203, 204,
27 226, 226(a), 226.7, 227.3, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.

28 35. Under Labor Code section 2699.3, subdivision (a), a plaintiff may bring a cause

of action under PAGA only after giving the LWDA and the employer notice of the Labor Code sections alleged to have been violated, and after receiving notice from the LWDA of its intention not to investigate, or after 65 days have passed without notice from the LWDA.

36. Prior to filing this complaint, on May 5, 2025, Plaintiff gave written notice of the specific provisions alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code section 2699.3 to Defendants LOS ANGELES-M, INC., LITHIA MOTORS, INC., and KEYES EUROPEAN, LLC. The written notice was given via certified mail to Defendants, and the LWDA by electronically filing the notice via the Department of Industrial Relations website. Plaintiff was given an LWDA case number of LWDA-CM-1096500-25 for Defendant KEYES EUROPEAN, and an LWDA case number of LWDA-CM-1096481-25 for Defendant LOS ANGELES-M, INC., and an LWDA case number of LWDA-CM-1096497-25.

37. The LWDA has not provided Plaintiff with any notice that it intends to investigate the violations as alleged in Plaintiff's notices, and more than 65 calendar days have elapsed since the postmark date on the latter notice.

38. California Labor Code §§2698-2699.5, in relevant part provides, "any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency...for a violation of this code, may, as an alternative, be recovered through a civil action brought by an Aggrieved Employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3."

39. As an Aggrieved Employee, Plaintiff brings this civil action to recover civil penalties for Defendants' Labor Code violations.

First Violation

(Failure to Provide Meal Periods, in Violation of Labor Code Section 512)

40. Under California Labor Code § 512(a), "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the

employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee.”

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41. Defendants violated Labor Code § 512 by failing to provide Plaintiff and Aggrieved Employees who worked shifts of greater than five hours, uninterrupted and/or timely meal periods within the first five hours of the shifts worked. Defendants, furthermore, did not provide the requisite second meal period after working more than 10 hours.

42. Defendants failed to pay Plaintiff one hour’s pay at Plaintiff’s regular rate of pay for each day Defendant failed to provide a meal period in compliance with section 512.

Second Violation

(Failure to Provide Rest Periods, in Violation of Labor Code Section 226.7)

43. Under California Labor Code §226.7(b), “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission”

44. Industrial Welfare Commission (IWC) provides, “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

45. Defendants failed to authorize and permit Plaintiff and Aggrieved Employees to take rest periods and mandated by the Wage Order.

46. Under §226.7(c), an employer who violates §226.7(b), “...shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”

47. Defendants failed to pay Plaintiff and Aggrieved Employees who were not provided rest periods one hour of pay at their regular rate of pay.

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1 Labor Code § 2699.

2 **Sixth Violation**

3 **(Failure to Timely Pay Wages During Employment)**

4 54. Pursuant to California Labor Code § 204, for all labor performed between the 1st
5 and 15th days of any calendar month, an employer is required to pay its employees between the
6 16th and 26th day of the month during which the labor was performed. California Labor Code §
7 204 also provides that for all labor performed between the 16th and 26th days of any calendar
8 month, Defendants was required to pay their employees between the 1st and 15th day of the
9 following calendar month. In addition, California Labor Code § 204 provides that all wages
10 earned for labor in excess of the normal work period shall be paid no later than the payday of the
11 next regular payroll period.

12 55. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
13 for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under
14 Labor Code § 2699.

15 **Seventh Violation**

16 **(Failure to Pay All Wages Due to Discharged and Quitting Employees)**

17 56. Pursuant to California Labor Code §§ 201, 202, and 203, Defendants are required
18 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code §
19 201 mandates that if an employer discharges an employee, the employee's wages accrued and
20 unpaid at the time of discharge are due and payable immediately.

21 57. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
22 for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under
23 Labor Code § 2699.

24 **Eighth Violation**

25 **Failure to Reimburse Business Expenses in Violation of Labor Code § 2802**

26 **(Against all Defendants and DOES 1 to 50, inclusive)**

27 58. Labor Code § 2802 provides that an employer shall indemnify his or her
28 employee for all necessary expenditures or losses incurred by the employee in direct

1 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
2 the employer.

3 59. Defendants failed to indemnify and reimburse Plaintiff for all necessary
4 expenditures or losses incurred by Plaintiff in direct consequence of the discharge of Plaintiff's
5 job duties.

6 60. Pursuant to Labor Code § 2802, Plaintiff is entitled to recover business expenses
7 incurred as a result of discharging his duties, including interest.

8 61. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
9 for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under
10 Labor Code § 2699.

11 **Ninth Violation**

12 **Violation Of Sick Pay Labor Code §§ 201-203, 233 & 246**

13 **(Against all Defendants and DOES 1 to 50, inclusive)**

14 62. Plaintiff realleges and incorporates by reference the preceding paragraphs as
15 though fully set for herein.

16 63. Labor Code § 233 provides that an employer must permit an employee to use
17 accrued sick leave in accordance with Labor Code § 246.5 at the employee's then current rate of
18 entitlement. Labor Code § 246 provides that an employee is entitled to sick pay wages for use of
19 accrued sick leave. An employer must calculate paid sick leave by using one of two calculations:
20 (i) "Paid sick time for nonexempt employees shall be calculated in the same manner as the
21 regular rate of pay for the workweek in which the employee uses paid sick time, whether or not
22 the employee actually works overtime in that workweek," or (ii) "Paid sick time for nonexempt
23 employees shall be calculated by dividing the employee's total wages, not including overtime
24 premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days
25 of employment."

26 64. As a policy and practice, Defendants unlawfully failed to pay sick pay at the
27 regular rate of pay. Plaintiff and Aggrieved Employees routinely earned non-discretionary
28 remuneration, which increased their regular rate of pay. However, when sick pay was paid, it

1 was paid at the base rate of pay for Plaintiff and Aggrieved Employees, as opposed to the correct,
2 higher regular rate of pay.

3 65. Moreover, Labor Code § 204 generally provides that wages are due and payable
4 twice during each calendar month, on days designated in advance by the employer as the regular
5 paydays. Consistent with Labor Code § 204, Labor Code § 246 also provides that an employer
6 shall provide payment for sick leave taken by an employee no later than the payday for the next
7 regular payroll period after the sick leave was taken. Labor Code § 201 provides if an employer
8 discharges an employee, the wages earned and unpaid at the time of discharge are due and
9 payable immediately. Labor Code § 202 provides that an employee is entitled to receive all
10 unpaid wages no later than 72 hours after an employee quits his or her employment, unless the
11 employee has given seventy-two (72) hours previous notice of his or her intention to quit, in
12 which case the employee is entitled to his or her wages at the time of quitting. Labor Code § 203
13 provides that if an employer willfully fails to pay wages owed in accordance with Labor Code
14 §§ 201 and 202, then the wages of the employee shall continue as a penalty from the due date,
15 and at the same rate until paid, but the wages shall not continue for more than thirty (30) days.

16 66. Based on Defendants' failure to pay all sick pay to Plaintiff and Aggrieved
17 Employees, and as a matter of policy and practice, Defendants failed to timely pay Plaintiff and
18 Aggrieved Employees all due wages or timely pay all due wages upon separation of employment.
19 On information and belief, Defendants were advised by skilled lawyers and knew, or should have
20 known, of the mandates of the Labor Code as it relates to Plaintiff's allegations. Defendants thus
21 violated Sections 201-204 by not timely paying all due wages and not timely paying all due
22 wages upon the separation of employment.

23 67. As a pattern and practice, Defendants regularly and willfully failed to pay
24 Plaintiff and Aggrieved Employees their correct wages and accordingly owe damages,
25 restitution, and applicable penalties, including waiting time penalties.

26 **PRAYER FOR RELIEF**

27 **WHEREFORE**, Plaintiff prays for the following relief:

- 28 1. For penalties in an amount according to proof;

- 1 2. For reasonable attorney's fees and costs pursuant to PAGA; and
2 3. For such other and further relief as this Court may deem just and proper.
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4 Respectfully Submitted,
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6 Dated: August 11, 2025

WORK LAWYERS PC

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Justin Lo, Esq.

9 Attorney for Plaintiff MARQUIS WILLIAMS
10 and Aggrieved Employees
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