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Attorneys for Plaintiff JESUS MANCILLA,
on behalf of himself and current and former aggrieved employees

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

JESUS MANCILLA, on behalf of himself and
current and former aggrieved employees

Plaintiff,

vs.

CVS PHARMACY, INC.; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: **25STCV29842**

PAGA ACTION

**PLAINTIFF JESUS MANCILLA'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff JESUS MANCILLA ("Plaintiff"), who alleges and complains
against Defendants CVS PHARMACY, INC.; and DOES 1 to 100, inclusive (collectively
"Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, himself
and other current and former aggrieved employees of Defendants who worked as hourly non-exempt
employees in California during the relevant time period seeking civil penalties associated with

Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to pay overtime wages at the proper overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages; failure to pay wages for accrued paid sick time at the regular rate of pay; statutory penalties for failure to pay accrued and vested wages/PTO wages; statutory penalties for failure to timely pay earned wages during employment; statutory penalties for secret payment of wages lower than designated by statute; statutory penalties for failure to establish, implement and maintain a workplace violence and injury prevention program; statutory penalties for failure to provide accurate wage statements; statutory waiting time penalties in the form of continuation wages for failure to timely pay employees all wages due upon separation of employment. Plaintiff seeks on a representative basis, following notice to the Labor and Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over the claims of Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks civil penalties on behalf of himself, all other current and former aggrieved California-based hourly non-exempt employees, and the State of California in excess of twenty-five thousand dollars (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees; and the injuries to all other current and former aggrieved California-based hourly non-exempt employees occurred in locations throughout California, including but not limited to Los Angeles County, at 6360 W 3rd St, Los Angeles, CA 90036.

III. PARTIES

1. Plaintiff brings this action as a representative of the Labor and Workforce Development Agency on behalf of himself and other current and former employees subject to violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is

1 filed include current, former and/or future employees of Defendants who work, worked, or will work
2 for Defendants as direct employees as well as temporary employees employed through temp
3 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
4 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
5 Defendants in an hourly position at Defendants' location from in or around June 2018, until on or
6 about December 2, 2024.

7 2. Plaintiff is informed and believes and thereon alleges that Defendant CVS
8 PHARMACY, INC. is authorized to do business within the State of California and is doing business
9 in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto
10 were persons acting on behalf of Defendant CVS PHARMACY, INC. in the establishment of, or
11 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant CVS
12 PHARMACY, INC. operates in Los Angeles County and employed aggrieved employees in Los
13 Angeles County, including but not limited to, at 6360 W 3rd St, Los Angeles, CA 90036

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

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

25 5. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
26 sues said defendants by said fictitious names, and will amend this complaint when the true names
27 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
28 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously

1 named defendants is in some manner responsible for the events and allegations set forth in this
2 complaint.

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

6 **FIRST CAUSE OF ACTION**

7 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
8 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

12 8. During Plaintiff's employment and continuing through the present, Plaintiff alleges
13 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 227.3, 246, 510, 512,
14 1194, 1197, 1198, 6401.7, 6401.9, and the applicable Wage Orders.

15 9. Specifically, Defendants have committed the following violations of California
16 Labor Code:

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

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

26 12. In this case, Plaintiff and other current and former aggrieved California-based hourly
27 non-exempt employees worked more minutes per shift than Defendants credited them with having
28 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved

1 California-based hourly non-exempt employees all wages at the applicable minimum wage for all
2 hours worked due to Defendants' policies, practices, and/or procedures including, but not limited
3 to:

4 (a) Sometimes requiring Plaintiff and other current and former aggrieved California-
5 based hourly non-exempt employees to remain on-duty during their off-the-clock meal breaks due
6 to workload coupled with chronic understaffing and without being paid for that time worked.

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

13 14. **Failure to pay wages for overtime hours worked at the overtime rate of pay**
14 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of
15 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer
16 is required to pay hourly employees for all "hours worked," which includes all time that an employee
17 is under control of the employer and all time the employee is suffered and permitted to work. This
18 includes the time an employee spends, either directly or indirectly, performing services that inure to
19 the benefit of the employer.'

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

23 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
24 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
25 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
26 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
27 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
28 for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a
workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
employee.

Labor Code section 510.

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

4 (a) Sometimes requiring Plaintiff and other current and former aggrieved California-
5 based hourly non-exempt employees to remain on-duty during their off-the-clock meal breaks due
6 to workload coupled with chronic understaffing and without being paid for that time worked.

7 17. Furthermore, overtime is based upon an employee’s regular rate of pay. “The regular
8 rate at which an employee is employed shall be deemed to include all remuneration for employment
9 paid to, or on behalf, of the employee.” *See* Division of Labor Standards Enforcement –
10 Enforcement Policies and Interpretations Manual, Section 49.1.2.

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

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

27 20. **Failure to pay wages to hourly non-exempt employees for workdays that**
28 **Defendants failed to provide legally required and compliant meal periods and/or failure to**

1 **pay period premium wages:** Plaintiff and other current and former aggrieved California-based
2 hourly non-exempt employees regularly worked shifts of more than five (5) hours in length and
3 shifts of more than ten (10) hours in length.

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

15 22. If an employer fails to provide an employee a meal period in accordance with the
16 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
17 for each workday that a legally required and compliant meal period was not provided. Labor Code
18 sections 226.7 and 1198; Wage Order 4 at §11.

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

23 (a) Sometimes failing to provide Plaintiff and other current and former aggrieved
24 California-based hourly non-exempt employees with timely, uninterrupted, duty-free meal breaks
25 of at least 30 minutes for every five hours worked due to workload coupled with chronic
26 understaffing.

27 24. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
28 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based

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

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

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

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

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

1 and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*,
2 (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
3 duties and relinquish control over how employees spend their time. *Id.*

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

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

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

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

20 32. Finally, on occasions when Defendants did pay Plaintiff and other current and former
21 aggrieved California-based hourly non-exempt employees a “premium” wage for late, missed, short,
22 on-premise, on-duty, and/or interrupted rest periods, Defendants failed to pay the one (1) additional
23 hour of pay at Plaintiff’s and other current and former aggrieved California-based hourly non-
24 exempt employees’ regular rate of compensation. Specifically, Defendants maintained a policy,
25 practice, and/or procedure of failing to include all remuneration such shift differential pay and/or
26 COVID bonus pay for example, when calculating Plaintiff’s and other current and former aggrieved
27 California-based hourly non-exempt employees’ regular rate of pay for the purpose of paying rest
28 period premiums.

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

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

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

13 36. Here, Plaintiff and other current and former aggrieved California-based hourly non-
14 exempt employees were employed by Defendants for 30 or more days and were entitled to paid sick
15 days. Defendants, however, lacked a policy, practice, and/or procedure whereby Plaintiffs and other
16 current and former aggrieved California-based hourly non-exempt employees who were employed
17 by Defendants for 30 days or more could accrue paid sick days at the rate of no-less-than one (1)
18 hour per every thirty (30) hours worked, beginning at the commencement of employment as required
19 by Labor Code section 246(b).

20 37. In this case, Plaintiff alleges that when (he/she) and other current and former
21 aggrieved California-based hourly non-exempt employees elected to use paid sick time, Defendants
22 failed to pay them sick time wages at the proper sick time rate of pay due to Defendants' failure to
23 include all remuneration when calculating the sick time rate of pay. Specifically, Defendants
24 maintained a policy, practice, and/or procedure of failing to include all remuneration including but
25 not limited to "bonus pay", "friends and family pay", "customer service bonus", "COVID-19
26 bonus", and "dual language pay", for example, when calculating Plaintiff and other current and
27 former aggrieved California-based hourly non-exempt employees' regular rate of pay for the
28 purpose of paying sick time.

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

4 39. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
5 Employer would further be liable for civil penalties pursuant to Labor Code section
6 2699(f)(2)(B)(ii).

7 40. **Failure to pay accrued and vested vacation and/or PTO wages upon separation:**
8 Defendants had a policy and/or procedure where Plaintiff and other current and former aggrieved
9 California-based hourly non-exempt employees accrued paid vacation time and/or personal time off
10 ("PTO").

11 41. Labor Code section 227.3 states in relevant part "...whenever a contract of
12 employment or employer policy provides for paid vacations, and an employee is terminated without
13 having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his
14 final rate in accordance with such contract of employment or employer policy respecting eligibility
15 or time served...." Given this, vacation/PTO wages are deferred wages that vest once accrued and
16 an employer must pay its employees all unused vested vacation/PTO at the time of termination at
17 the employees' final rate of pay.

18 42. In this case, Plaintiff and other current and former aggrieved California-based hourly
19 non-exempt employees regularly worked enough hours to accrue vested vacation/PTO wages.
20 Nevertheless, Defendants employed policies, practices, and/or procedures that resulted in their
21 failure to pay accrued and vested vacation/PTO wages upon separation of employment, in violation
22 of Labor Code section 227.3.

23 43. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
24 Employer would further be liable for civil penalties pursuant to Labor Code section
25 2699(f)(2)(B)(ii).

26 44. **Failure to timely pay earned wages during employment:** In California, wages
27 must be paid at least twice during each calendar month on days designated in advance by the
28 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages earned

1 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
2 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
3 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll
4 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
5 calendar days following the close of the payroll period in which wages were earned. Labor Code
6 section 204(d).

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

14 46. **Secret payment of lower wages than designated by statute:** Labor Code section
15 223 provides that, where any statute or contract requires an employer to maintain the designated
16 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
17 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
18 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
19 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
20 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
21 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while
22 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

23 47. **Failure to Implement a Workplace Violence Prevention Policy:** Labor Code
24 Sections 6401.7 and 6401.9 require Defendants to develop and implement a workplace violence
25 prevention plan in accordance with newly codified Labor code section 6401.9, which sets out the
26 requirements for the plan. Starting July 1, 2024, Defendants were required to establish, implement,
27 and maintain a Workplace Violence Prevention Plan that includes: 1) implementation of a
28 Workplace Violence Prevention Plan; 2) maintaining a violence incidence log; 3) providing a

1 training program to discuss a prevent workplace violence; and 4) maintain records relating to
2 workplace violence which includes, records of workplace violence hazard identification,
3 evaluations, and correction must be created and maintained for a minimum of five years; training
4 records must be created and maintained; incident logs; and records of workplace violence incident
5 investigations must be maintained.

6 48. Defendants willfully failed to implement a Workplace violence Prevention Policy
7 starting on or about July 1, 2024. Plaintiff and other Aggrieved Employees are entitled to recover
8 penalties up to \$25,000 for each serious violation, and up to \$124,709 (to be adjusted based on the
9 Consumer Price Index for All Urban Consumers) for “willful violations.” See Labor Code Sections
10 6401.7, 6401.9, 6428, and 6429.

11 49. **Failure to provide complete and accurate wage statements:** Labor Code section
12 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee
13 his or her wages, the employer must “furnish each of his or her employees ... an itemized statement
14 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any
15 employee whose compensation is solely based on a salary and who is exempt from payment of
16 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
17 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee
18 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders
19 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
20 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her
21 social security number, (8) the name and address of the legal entity that is the employer, and (9) all
22 applicable hourly rates in effect during the pay period and the corresponding number of hours
23 worked at each hourly rate by the employee.”

24 50. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
25 and other current and former aggrieved California-based hourly non-exempt employees all wages
26 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period
27 premium wages) rendered Plaintiff’s and other current and former aggrieved California-based
28 hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code section

1 226(a)(1, 2, 5 & 9).

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

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

11 53. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee,
12 on behalf of himself or himself and other current or former employees, to bring a civil action to
13 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code
14 section 2699.3.

15 54. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
16 section 2699.3. On June 30, 2025, Plaintiff filed a PAGA Claim Notice with the LWDA and
17 provided notice to Defendants by certified mail which provided notice of the specific provisions of
18 the Labor Code alleged to have been violated, including the facts and theories to support the
19 violations alleged.

20 55. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
21 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
22 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
23 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
24 to investigate Plaintiff's claims.

25 56. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
26 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
27 246, 510, 512, 1194, 1198, 6401.7, and 6401.9. During Plaintiff's employment and continuing
28 through the present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the

present, in the following amounts:

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

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

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

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

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

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

PRAYER FOR RELIEF

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

1 **ON THE FIRST CAUSE OF ACTION:**

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

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

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

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

11
12 Dated: October 13, 2025

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

13
14 By:



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JESUS MANCILLA
on behalf of himself and current and former
aggrieved employees