

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Jeffrey D. Klein, Esq. (SBN 297296)
Christina M. Le, Esq. (SBN 237697)
Austin J. Reid, Esq. (SBN 351370)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
jklein@lelawfirm.com
cle@lelawfirm.com
areid@lelawfirm.com

Assigned for All Purposes:
Judge Melissa R. McCormick
Dept. CX105

Attorneys for Plaintiff MARIA E RUIZ,
on behalf of herself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

MARIA E RUIZ, on behalf of herself and current
and former aggrieved employees

Plaintiff,

vs.

SAINT YOUSTINA; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: 30-2025-01505861-CU-OE-CXC

PAGA ACTION

**PLAINTIFF MARIA E RUIZ'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff MARIA E RUIZ ("Plaintiff"), who alleges and complains against
Defendants SAINT YOUSTINA and DOES 1 to 100, inclusive (collectively "Defendants") as
follows:

I. INTRODUCTION

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

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for all necessary expenses
their duties; failure to pay
penalties for failure to timely pay
payment of lower wages than designated
wage statements; statutory waiting time penalties
timely pay employees all wages due upon separation
violations personally, as well as is informed and advised
Plaintiff seeks on a representative basis, following notice to the
Agency, civil penalties, reasonable attorneys' fees pursuant to
costs brought on behalf of Plaintiff, the State of California, and other aggrieved employees.

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over the claims of Plaintiff and her former aggrieved California-based hourly non-exempt employees because Plaintiff seeks civil penalties on behalf of herself, all other current and former aggrieved California-based

1 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
2 filed include current, former and/or future employees of Defendants who work, worked, or will work
3 for Defendants as direct employees as well as temporary employees employed through temp
4 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
5 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
6 Defendants in an hourly position at Defendants' location in Orange from in or around September
7 2021 until on or about March 11, 2025.

8 2. Plaintiff is informed and believes and thereon alleges that Defendant SAINT
9 YOUSTINA is authorized to do business within the State of California and is doing business in the
10 State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto were
11 persons acting on behalf of Defendant SAINT YOUSTINA in the establishment of, or ratification
12 of, the aforementioned illegal wage and hour practices or policies. Defendant SAINT YOUSTINA
13 operates in Orange County and employed Plaintiff and aggrieved employees in Orange County,
14 including but not limited to, at 809 S. Main St., Santa Ana, CA 92701.

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

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

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

1 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
2 named defendants is in some manner responsible for the events and allegations set forth in this
3 complaint.

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

7 **FIRST CAUSE OF ACTION**

8 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
9 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

13 8. During Plaintiff's employment and continuing through the present, Plaintiff alleges
14 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 227.3, 510, 512, 1194,
15 1197, 2802, and the applicable Wage Orders.

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

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

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

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

1 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved
2 California-based hourly non-exempt employees all wages at the applicable minimum wage for all
3 hours worked due to Defendants' policies, practices, and/or procedures including, but not limited
4 to:

5 (a) Failure to pay Plaintiff and other current and former aggrieved California-based
6 hourly non-exempt employees' their actual hours worked during their shifts and instead requiring
7 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to
8 write down less time worked despite routinely working beyond their scheduled hours.

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

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

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

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

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

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

(a) Failure to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees' their actual hours worked during their shifts and instead requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to write down less time worked despite that they routinely worked beyond their scheduled hours.

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

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

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

1 shifts of more than ten (10) hours in length.

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

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

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

21 Failing to provide Plaintiff and other current and former aggrieved California-based hourly
22 non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes for every
23 five hours worked.

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

1 25. 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 during which Defendants did not provide them with meal
4 periods in compliance with California law.

5 26. Employee is further informed and believes, and based thereon alleges, that
6 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.
7 Employer would further be liable for civil penalties pursuant to Labor Code section
8 2699(f)(2)(B)(ii).

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

13 28. California law requires every employer to authorize and permit an employee a rest
14 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
15 section 226.7; Wage Order 4 at §12. Under California law, "[e]mployees are entitled to 10 minutes'
16 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
17 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker*
18 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7;
19 Wage Order 4 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.
20 Wage Order 4 at §12. Additionally, the rest period requirement "“obligates employers to permit –
21 and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*
22 (2016) 2 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
23 duties and relinquish control over how employees spend their time. *Id.*

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

28 30. In this case, Defendants failed to authorize or permit all legally required and

1 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
2 non-exempt employees due to Defendants' policies, practices, and/or procedures including, but not
3 limited to:

4 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
5 hourly non-exempt employees with net minute rest breaks for every four (4) hours worked or major
6 fraction thereof.

7 31. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
8 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
9 hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday
10 they did not receive legally required and compliant rest periods, in violation of Labor Code section
11 226.7.

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

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

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

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

1 36. Requiring Plaintiff and other current and former aggrieved California-based hourly
2 non-exempt employees to use or purchase their own tools and/or resources in order to work for
3 Defendants, including but not limited to cellphone usage and uniform expenses for work-related
4 purposes - without reimbursing Plaintiff and other current and former aggrieved California-based
5 hourly non-exempt employees for such use. Moreover, Defendants employed policies and
6 procedures which ensured Plaintiff and aggrieved employees would not receive indemnification for
7 their employment related expenses. This practice resulted in Plaintiff and aggrieved employees not
8 receiving such indemnification in compliance with California law.

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

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

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

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

27 41. In this case, Plaintiff and other current and former aggrieved California-based hourly
28 non-exempt employees regularly worked enough hours to accrue vested vacation/PTO wages.

1 Nevertheless, Defendants employed policies, practices, and/or procedures that resulted in their
2 failure to pay accrued and vested vacation/PTO wages upon separation of employment, in violation
3 of Labor Code section 227.3.

4 42. 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 43. **Failure to timely pay earned wages during employment:** In California, wages
8 must be paid at least twice during each calendar month on days designated in advance by the
9 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages earned
10 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
11 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
12 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll
13 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
14 calendar days following the close of the payroll period in which wages were earned. Labor Code
15 section 204(d).

16 44. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
17 timely pay Plaintiff's and other current and former aggrieved California-based hourly non-exempt
18 employees' earned wages (including minimum wages, overtime wages, meal period premium wages
19 and/or rest period premium wages), in violation of Labor Code section 204. Defendants'
20 aforementioned policies, practices, and/or procedures resulted in their failure to pay Plaintiff's and
21 other current and former aggrieved California-based hourly non-exempt employees' their earned
22 wages within the applicable time frames outlined in Labor Code section 204.

23 45. 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 46. **Secret payment of lower wages than designated by statute:** Labor Code section
27 223 provides that, where any statute or contract requires an employer to maintain the designated
28 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage

1 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
2 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
3 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
4 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
5 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while
6 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

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

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

23 49. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
24 and other current and former aggrieved California-based hourly non-exempt employees all wages
25 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period
26 premium wages) rendered Plaintiff's and other current and former aggrieved California-based
27 hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code section
28 226(a)(1, 2, 5 & 9).

1 50. Plaintiff believes these failures were willful and intentional.

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

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

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

14 54. Plaintiff believes these failures were willful and intentional.

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

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

22 57. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
23 section 2699.3. On June 11, 2025, Plaintiff filed a PAGA Claim Notice with the LWDA and
24 provided notice to Defendants by certified mail which provided notice of the specific provisions of
25 the Labor Code alleged to have been violated, including the facts and theories to support the
26 violations alleged.

27 58. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
28 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code

1 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
2 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
3 to investigate Plaintiff's claims.

4 59. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
5 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
6 227.3, 510, 512, and 1194. During Plaintiff's employment and continuing through the present,
7 preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the
8 following amounts:

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

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

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

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

26 e. For violations of Labor Code section 223, one hundred dollars (\$100) for
27 each failure to pay each employee in any initial violation, and for each subsequent violation, or any
28 willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee,

1 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code
2 section 225.5].

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

5 **PRAYER FOR RELIEF**

6 **WHEREFORE, PLAINTIFF, ON BEHALF OF HERSELF AND ON OTHER AGGRIEVED**
7 **EMPLOYEES, PRAYS AS FOLLOWS:**

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

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

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

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

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

18
19 Dated: August 22, 2025

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

20
21 By:



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