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Attorneys for Plaintiff, on behalf of the State of California as the Real Party in Interest

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

TRA'VON BROWN, on behalf of the State of
California as the Real Party in Interest;

Plaintiff,

vs.

ARAMARK REFRESHMENT SERVICES,
LLC, a California Limited Liability
Company; and DOES 1 through 20, inclusive;

Defendants.

Case No.: **25STCV24086**

**REPRESENTATIVE ENFORCEMENT
ACTION COMPLAINT [Private
Attorneys General Act of 2004 ("PAGA"),
Lab. Code § 2698, et seq.]**

- (1) Failure to Pay Minimum Wages;
- (2) Failure to Pay Overtime Wages;
- (3) Failure to Provide Meal Periods;
- (4) Failure to Provide Rest Breaks;
- (5) Failure to Reimburse Bus. Expenses;
- (6) Failure to Timely Pay Final Wages; and
- (7) Failure to Provide Accurate Itemized Wage Statements

1 Plaintiff Tra’von Brown (“Plaintiff”) brings this Private Attorneys General Act
2 (“PAGA”) Representative Action Complaint (“Complaint”), on behalf of the State of California
3 as the real party in interest,¹ against Defendants as follows.

4 **I. INTRODUCTION AND GENERAL ALLEGATIONS**

5 1. Plaintiff brings this action against his former employer(s), Aramark Refreshment
6 Services, LLC, and DOES 1 through 20, inclusive, (collectively, “Defendants”) on behalf of the
7 State of California, seeking civil penalties under PAGA for Labor Code violations committed
8 against all current and former nonexempt employees employed by Defendants in California
9 within the last one year and 65 days prior to the filing of this action (hereinafter, the “Aggrieved
10 Employees”). Such violations include, but are not limited to, Defendants’ failure to pay all
11 wages owed, including minimum, regular, and overtime wages, failure to provide meal periods,
12 failure to provide rest breaks, failure to reimburse business expenses, failure to timely pay wages
13 each period, and failure to provide accurate itemized wage statements.

14 2. Plaintiff was employed by Defendants from approximately March through June
15 2025 and alleges that the Aggrieved Employees were subjected to the same policies, working
16 conditions, and corresponding wage and hour violations to which Plaintiff was subjected during
17 employment.

18 3. Plaintiff and the Aggrieved Employees were not provided all minimum, regular,
19 and overtime wages due to Defendants’ failure to accurately record and compensate for all hours
20 worked, which led to frequent and recurring unpaid compensable time. For example, the
21 Defendants frequently required Plaintiff and the Aggrieved Employees to perform pre- and post-
22 shift work without recording such time, leading to unpaid wages. The Ninth Circuit confirmed
23 that this is illegal and such tasks must be compensated. *Cadena v. Customer Connexx LLC* (9th
24 Cir. 2022) 51 F.4th 831 (booting up and shutting down computers is compensable under the
25 FLSA [and therefore the Labor Code]); *Troester v. Starbucks Corporation* (2018) 5 Cal.5th 829
26

27 ¹ Because a PAGA action is aimed at deterring and punishing violations of the Labor Code, the
28 State of California “is always the real party in interest in the suit.” *Iskanian v. CLS Transp. of
Los Angeles, LLC* (2014) 59 Cal.4th 348, 360; *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175,
185 (all PAGA claims “are brought on the state’s behalf”).

1 (California law “do[es] not allow employers to require employees to routinely work for minutes
2 off the clock without compensation”); *Frlekin v. Apple Inc.* (2020) 8 Cal.5th 1038 (tasks are
3 compensable when employee is under company’s control and where the tasks served the
4 employer’s interests).

5 4. Additionally, Plaintiff and the Aggrieved Employees often worked more than 8
6 hours per day and/or 40 hours per week yet did not receive all required overtime compensation
7 on such occasions.

8 5. Plaintiff and the Aggrieved Employees were also denied 30-minute off-duty meal
9 periods, as mandated by California law. As a result of Defendants’ policies and practices, the
10 Aggrieved Employees were subjected to meal period violations when they were: (1) unable to
11 take a meal period due to workload, (2) forced to take an on-duty meal period while under the
12 control of Defendants, (3) forced to take a shortened meal period, (4) forced to take a meal
13 period after the 5th hour of work, and (5) not provided mandated second meal periods for shifts
14 in excess of 10 hours.

15 6. Defendants also failed to provide Plaintiff and the Aggrieved Employees with 10
16 minutes of net rest break time for every 4 hours worked, or major fraction thereof, as mandated
17 by California law. Defendants did not schedule rest breaks for Plaintiff and the Aggrieved
18 Employees, and Plaintiff and the Aggrieved Employees were often not authorized and/or
19 permitted to take mandated rest breaks due to being overwhelmed by their hectic workload.
20 Furthermore, on occasions when Plaintiff and the Aggrieved Employees worked longer shifts,
21 Defendants failed to authorize and/or permit additional mandated rest breaks.

22 Moreover, at all relevant times, Defendants required Plaintiff and the Aggrieved
23 Employees to incur necessary business-related expenses and costs without reimbursement,
24 including, but not limited to, acquiring and maintaining a smart phone and related monthly data
25 plan to communicate with the Defendants via phone and text message, and acquiring or using their
26 own personal protective gear such as work gloves and steel-toed boots.

27 7. Plaintiff also alleges that he and the Aggrieved Employees were not paid all
28 wages due and owing each pay period (Labor Code § 204) and upon separation of employment

1 within the time required by Labor Code §§ 201 – 203. Plaintiff further alleges that Defendants
2 failed to provide accurate itemized wage statements that fully complied with the requirements of
3 Labor Code § 226(a).

4 8. At all material times, Defendants and DOES 1 through 20 were and/or are the
5 Aggrieved Employees’ employers or persons acting on behalf of the Aggrieved Employees’
6 employer, within the meaning of California Labor Code § 558, who violated or caused to be
7 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating
8 hours and days of work in an IWC Wage Order and, as such, are subject to penalties for each
9 underpaid employee as set forth in Labor Code § 558 and under California law.

10 9. Plaintiff brings this lawsuit on behalf of the State of California, as the real party in
11 interest, to recover all applicable and available PAGA remedies for violations of the California
12 Labor Code committed against the Aggrieved Employees as alleged herein, as well as attorneys’
13 fees, costs, and/or other damages as permitted by PAGA. Plaintiff reserves the right to name
14 additional representatives throughout the State of California.

15 **II. JURISDICTION**

16 10. This Court has jurisdiction over the claims for relief of Plaintiff and the
17 Aggrieved Employees pursuant to the Labor Code and the IWC Wage Orders.

18 **III. VENUE**

19 11. Venue as to each Defendant is proper in this Court pursuant to Code of Civil
20 Procedure § 395(a) because: Defendants transact business in Los Angeles County, the unlawful
21 acts alleged herein have a direct effect on the Aggrieved Employees in Los Angeles County,
22 Defendants employed or employ the Aggrieved Employees Los Angeles County, and the alleged
23 violations occurred in Los Angeles County. *Crestwood Behavioral Health, Inc. v. Superior Court*
24 (2021) 60 Cal.App.5th 1069, 1075 (“venue is proper in any county in which an aggrieved
25 employee worked and Labor Code violations allegedly occurred.”).

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28 ///

1 **IV. PARTIES**

2 **Plaintiff**

3 12. Plaintiff and PAGA Representative Tra'veon Brown was employed by Defendants
4 and performed work for Defendants during the relevant periods herein.

5 **Defendants**

6 13. Plaintiff alleges that Defendant Aramark Refreshment Services, LLC is a
7 California corporation authorized to and doing business in Los Angeles County and is or was the
8 legal employer of Plaintiff and the Aggrieved Employees during the applicable periods.

9 14. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
10 participation in the conduct herein alleged, of Defendants sued herein as DOES 1 through 20,
11 inclusive, but on information and belief alleges that those Defendants are legally responsible for
12 the payment of penalties and damages to Plaintiff and all Aggrieved Employees by virtue of
13 Defendants' unlawful actions and practices and therefore sue these Defendants by such fictitious
14 names. Plaintiff will amend this complaint to allege the true names and capacities of the DOE
15 Defendants when ascertained.

16 15. Plaintiff is informed and believes and thereon alleges that he and the Aggrieved
17 Employees worked under the joint direction and control of Defendants and that Defendants, and
18 each of them, acted in all respects pertinent to this action as the agent of the other Defendants,
19 carried out a joint scheme, business plan or policy in all respect pertinent hereto, and the acts of
20 each Defendant are legally attributable to the other Defendants. On information and belief, a
21 unity of interest and ownership between each Defendant exists such that all Defendants acted as
22 a single employer of Plaintiff and other Aggrieved Employees.

23 16. Furthermore, Plaintiff is informed and believes and thereon alleges that
24 Defendants, and each of them, are an integrated enterprise and should be treated as a single
25 employer because these entities share an interrelation of operations, with common human
26 resources and personnel policies and shared common offices and facilities. Additionally,
27 Defendants also have a shared website, common management, a centralized control of labor
28 operations, and common ownership or financial control.

1 17. Plaintiff is informed and believes and thereon alleges that, in conducting
2 themselves in the manner described herein, Defendants, and each of them, were acting in active
3 concert with one another such that the acts of each were and are fully attributable to the others in
4 all material respects. Plaintiff is further informed and believes that at all relevant times
5 Defendants and each of them are now, and at all material times herein mentioned were, the
6 agents, servants, employees, partners, affiliates, and/or representatives of each of their remaining
7 co-Defendants, and were, at all times herein mentioned, acting within the course, scope, and
8 purpose of such relationship(s) and with the knowledge, consent and/or ratification of each of
9 their remaining co-Defendants.

10 18. Plaintiff is further informed and believes that at all relevant times, Defendants
11 have been inadequately capitalized to conduct business, have failed to follow appropriate
12 corporate formalities, and have simply been a shell and instrumentality through which
13 Defendants DOES 11 through 20, inclusive, have conducted their personal affairs. Accordingly,
14 the corporate veil should be pierced, and any liability attached to Defendants should be imposed
15 jointly and severally against Defendants DOES 11 through 20. Adherence to the fiction of the
16 separate existence of these corporate entities would permit abuse of the corporate privilege,
17 thereby sanctioning fraud and promoting injustice.

18 **V. PAGA CAUSES OF ACTION (Labor Code §§ 2698 – 2699.5)**

19 19. Plaintiff is an “aggrieved employee” under the PAGA as he was employed by
20 Defendants during the applicable statutory period and suffered one or more of the Labor Code
21 violations alleged herein. As such, Plaintiff may recover the remedies described herein in a civil
22 action filed on behalf of the State of California and for violations committed against the
23 Aggrieved Employees.

24 20. Plaintiff seeks to recover all applicable and available PAGA remedies pursuant to
25 Labor Code § 2699, as well as attorneys’ fees, costs, and/or other damages as permitted by
26 PAGA through a representative action pursuant to the PAGA and the California Supreme Court
27 in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, Plaintiff is not required to, nor
28 does he, seek class certification of the PAGA claims under Code of Civil Procedure § 382.

21. Pursuant to Labor Code § 2699.3(a), Plaintiff gave written notice by online filing to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Sixty-five (65) days have elapsed since Plaintiff provided notice of the claims alleged herein without the LWDA assuming jurisdiction, so Plaintiff has fully satisfied his administrative prerequisites for bringing suit under the PAGA.

FIRST CAUSE OF ACTION

PAGA ASSESSMENT FOR FAILURE TO PAY MINIMUM WAGES

(Labor Code §§ 200, 1194, 1194.2, 1197; IWC Wage Order § 4)

Against All Defendants

22. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

23. Plaintiff and the Aggrieved Employees were not exempt from the requirement to be paid at least the applicable California minimum wage throughout the statutory period for each hour worked.

24. Plaintiff and the Aggrieved Employees were not provided proper minimum and regular wages due to the allegations herein. As a result of these policies and practices, Plaintiff and the Aggrieved Employees were required to perform off-the-clock work that Defendants either knew or should have known they were performing.

25. Consequently, Defendants violated California Labor Code laws and minimum wage laws, *inter alia*, Labor Code §§ 200, 221, 222, 223, 1197, IWC Wage Order 9, § 4, and Cal. Code Regs., tit. 8, section 11090, subds. 1 and 4(B).

26. Plaintiff is informed and believes and thereon alleges that Defendants intentionally, willfully, and improperly failed to pay wages to Plaintiff and the Aggrieved Employees for each hour worked in violation of Labor Code §§ 221-223, 1194 and 1197.

27. Defendants' conduct was willful, as Defendants knew that Plaintiff and the Aggrieved Employees were entitled to be paid wages throughout the statutory period for each hour worked, including proper minimum and regular wages, yet Defendants chose not to pay

1 them in accordance thereto.

2 28. As a result of the unlawful employment practices alleged herein, Plaintiff, on
3 behalf of the State of California, seeks the assessment of all applicable and available PAGA
4 remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys' fees, costs, and/or
5 any other damages permitted under PAGA.

6 **SECOND CAUSE OF ACTION**

7 **PAGA ASSESSMENT FOR FAILURE TO PAY OVERTIME WAGES**

8 (Labor Code §§ 204 and 510; IWC Wage Order § 3(A))

9 *Against All Defendants*

10 29. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
11 alleged herein.

12 30. Plaintiff and the Aggrieved Employees were employees of Defendants who did
13 not receive proper protections and benefits of the laws governing payment of overtime wages.

14 31. Labor Code § 204 requires that the employer timely pay all overtime wages to its
15 employees. Labor Code § 510(a) and the applicable IWC Wage Order § 3(A) provide that any
16 work performed in excess of eight (8) hours in one workday or in excess of forty (40) hours in
17 any one workweek shall be compensated at the rate of no less than one and one-half times the
18 regular rate of pay for an employee. Furthermore, any work performed in excess of twelve (12)
19 hours in one workday shall be compensated at twice the regular rate of pay for an employee.

20 32. At all relevant times, Plaintiff and the Aggrieved Employees were required by
21 Defendants to work hours in excess of 8 and/or 12 per day and/or 40 per week. However, as a
22 result of the policies and practices described in this Complaint, Defendants failed to pay Plaintiff
23 and the Aggrieved Employees for all overtime hours worked.

24 33. As a result of these policies and practices, Defendants failed to pay Plaintiff and
25 the Aggrieved Employees for all overtime hours worked.

26 34. Defendants violate Labor Code §§ 204 and 510 and the applicable IWC Wage
27 Order § 3(A) every pay period with respect to Plaintiff and the Aggrieved Employees because
28 Defendants required their employees to work hours in excess of 8 and/or 12 per day and/or 40

1 per week without proper overtime compensation.

2 35. Plaintiff is informed and believes and thereon alleges that Defendants
3 intentionally, willfully, and improperly failed to pay proper overtime wages to Plaintiff and the
4 Aggrieved Employees in violation of Labor Code §§ 204, 221-223, 510, 1194 and 1197.

5 36. Defendants' conduct was willful, as Defendants knew that Plaintiff and the
6 Aggrieved Employees were entitled to be paid proper overtime wages throughout the statutory
7 period, yet Defendants chose not to pay them in accordance thereto.

8 37. As a result of the unlawful employment practices alleged herein, Plaintiff, on
9 behalf of the State of California, seeks the assessment of all applicable and available PAGA
10 remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys' fees, costs, and/or
11 any other damages permitted under PAGA.

12 **THIRD CAUSE OF ACTION**

13 **PAGA ASSESSMENT FOR FAILURE TO PROVIDE MEAL PERIODS**

14 (Labor Code §§ 226.7 and 512; IWC Wage Order § 11, 12)

15 *Against All Defendants*

16 38. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
17 alleged herein.

18 39. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
19 who did not receive proper protections and benefits of laws governing mandatory meal periods.

20 40. Labor Code § 226.7 requires employers, including Defendants, to provide
21 employees with meal periods as mandated by the Industrial Welfare Commission.

22 41. Labor Code § 512(a), in part, provides that employers, including Defendants, may
23 not employ an employee for a work period of more than five hours per day without providing an
24 employee the opportunity to take an uninterrupted meal period of not less than 30 minutes,
25 except that if the total work period per day of the employee is no more than six hours, the meal
26 period may be waived by mutual consent of both the employer and the employee. Employers
27 may not employ an employee for a work period of more than 10 hours per day without providing
28 the employee with a second meal period of not less than 30 minutes.

49. Labor Code § 226.7 requires employers, including Defendants, to provide rest breaks to their employees as mandated by Order of the Industrial Welfare Commission.

50. The IWC Wage Order § 12 states, in part, that 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. Employees shall receive a 10-minute rest period every four hours or major fraction thereof that they are required to work. Authorized rest period time shall be counted, as hours worked, for which there shall be no deduction from wages.

51. Pursuant to Labor Code § 226.7(b) and Section 12(B) of the applicable Wage Order, Defendants shall pay Plaintiff and the Aggrieved Employees one additional hour of pay at their regular rate of compensation for each day that the rest period is not provided.

52. At all relevant times, and as a result of the policies and practices described in this Complaint, Plaintiff and the Aggrieved Employees were denied mandated rest breaks.

53. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage Order every pay period because Plaintiff and the Aggrieved Employees were not provided with all mandatory rest periods and Defendants failed to pay Plaintiff and the Aggrieved Employees one additional hour of compensation in lieu thereof.

54. As a result of the unlawful employment practices alleged herein, Plaintiff, on behalf of the State of California, seeks the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

FIFTH CAUSE OF ACTION

PAGA ASSESSMENT FOR FAILURE TO REIMBURSE BUSINESS EXPENSES

(Labor Code § 2802)

Against All Defendants

55. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

56. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants who did not receive proper protections and benefits of the laws governing reimbursement of

1 business expenses.

2 57. Labor Code § 2802(a) requires that the employer indemnify its employees for
3 expenses and losses incurred while discharging their duties or in obedience to the directions of
4 their employer.

5 58. At all relevant times herein mentioned, Defendants violated Labor Code § 2802(a)
6 when they failed to reimburse Plaintiff and the Aggrieved Employees for expenses incurred as a
7 direct consequence of employment with Defendants and/or under the direction of Defendants.

8 59. As a result of the unlawful employment practices alleged herein, Plaintiff, on
9 behalf of the State of California, seeks the assessment of all applicable and available PAGA
10 remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys' fees, costs, and/or
11 any other damages permitted under PAGA.

12 **SIXTH CAUSE OF ACTION**

13 **PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY FINAL WAGES**

14 (Labor Code §§ 201–203)

15 *Against All Defendants*

16 60. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
17 alleged herein.

18 61. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
19 who did not receive proper protections and benefits of the laws governing the timing and
20 payment of wages.

21 62. Labor Code § 201 requires that the employer immediately pay any wages, without
22 abatement or reduction, to any employee who is discharged.

23 63. Labor Code § 202 requires that the employer pay all wages earned and unpaid,
24 without abatement or reduction, no later than 72 hours of receiving an employee's notice of
25 intent to quit or immediately at the time of quitting if at least a 72-hour notice was provided.

26 64. Labor Code §§ 201-203 cause the unpaid wages of the employee to continue as a
27 penalty from the due date thereof at the same rate until paid or until an action therefore is
28 commenced, but the wages shall not continue for more than thirty (30) days.

1 65. At all relevant times, Defendants employed a policy and practice whereby
2 Plaintiff and the Aggrieved Employees were not paid all wages due and owing upon separation
3 of employment within the time required by Labor Code §§ 201 and 202.

4 66. Also, at all relevant times, Defendants engaged in the practice of failing to pay all
5 wages due and owing to Plaintiff and the Aggrieved Employees upon separation of employment,
6 including, but not limited to, minimum, regular, and overtime wages, as well as meal and rest
7 period premiums.

8 67. Additionally, at all relevant times, Defendants failed to pay all mandated sick
9 wages owed to the Aggrieved Employees at the proper rate of pay.

10 68. Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees
11 must be “calculated in the same manner as the regular rate of pay for the workweek in which the
12 employee uses paid sick time, whether or not the employee actually works overtime in that
13 workweek.” Additionally, Labor Code § 246(l)(2) states that the paid sick time must be
14 “calculated by dividing the employee’s total wages, not including overtime premium pay, by the
15 employee’s total hours worked in the full pay periods of the prior 90 days of employment.”

16 69. Here, Plaintiff and the Aggrieved Employees were compensated on an hourly
17 basis plus additional compensation in the form of shift differentials and/or nondiscretionary
18 compensation. However, on the occasions that the Aggrieved Employees took sick time and
19 received paid sick leave, Defendants only paid sick time at the base rate of pay (not factoring in
20 the additional compensation as required by Labor Code §§ 246(l)(1-2)), leading to unpaid wages
21 at the time of separation of employment.

22 70. Plaintiff alleges that, at all times material to this action, Defendants had a planned
23 pattern and practice of failing to timely pay Plaintiff and the Aggrieved Employees all wages due
24 and owing upon separation of employment as required by Labor Code §§ 201 and 202.

25 71. As a result of the unlawful employment practices alleged herein, Plaintiff, on
26 behalf of the State of California, seeks the assessment of all applicable and available PAGA
27 remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys’ fees, costs, and/or
28 any other damages permitted under PAGA.

**PAGA ASSESSMENT FOR
FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

Against All Defendants

73. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants who did not receive proper protections and benefits of the laws governing the provision of accurate itemized wage statements.

75. Defendants violate Labor Code § 226(a) every pay period with respect to Plaintiff and the Aggrieved Employees due to violations including: failure to accurately state total hours worked (for example, the wage statements failed to accurately reflect the compensable hours worked); failure to accurately state gross wages earned; failure to accurately state all deductions; failure to accurately state net wages earned; failure to state the applicable hourly rates (including the accurate overtime rate of pay); and failure to accurately state the corresponding number of hours worked at each hourly rate.

77. Therefore, Defendants violate Labor Code § 226(a) every pay period with respect to Plaintiff and the Aggrieved Employees because Defendants failed to provide a wage statement

1 to Plaintiff and the Aggrieved Employees that complied with the requirements of § 226(a).

2 78. Unlike class action claims, a PAGA plaintiff need not meet the “injury” and
3 “knowing and intentional” violation requirements of Labor Code § 226(e). See *Lopez v. Friant*
4 & Associates, LLC (2017) 15 Cal.App.5th 773, 788 (“a plaintiff seeking civil penalties under
5 PAGA for a violation of section 226(a) does not have to satisfy the “injury” and “knowing and
6 intentional” requirements of section 226(e)(1)”)”; see also, *Lawson v. ZB, N.A.* (2017) 18
7 Cal.App.5th 705, 722 (“the scienter requirement [of § 226(e)] has no application in a PAGA
8 claim for violation of [§ 226(a)]”).

9 79. As a result of the unlawful employment practices alleged herein, Plaintiff, on
10 behalf of the State of California, seeks the assessment of all applicable and available PAGA
11 remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys’ fees, costs, and/or
12 any other damages permitted under PAGA.

13 **VI. PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff, on behalf of the State of California as the real party in interest,
15 prays for judgment and relief against Defendants, jointly and severally, as follows:

- 16 1. For the assessment of all remedies and/or penalties available under the PAGA;
17 2. For reasonable attorneys’ fees and costs of suit to the extent permitted by law; and
18 3. For such other and further relief as the Court deems just and proper.

19 Dated: August 14, 2025

LAUBY, MANKIN & LAUBY LLP

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21 BY: 
22 Brian J. Mankin, Esq.
23 Peter J. Carlson, Esq.
24 Luke Wagner, Esq.
25 Attorneys for Plaintiff
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