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on behalf of herself and current and former aggrieved employees

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

10/8/2025 4:13:42 PM

Clerk of the Superior Court
By R. Stille ,Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JUANITA CARRASCO PRADO, on behalf of
herself and current and former aggrieved
employees

Plaintiff,

vs.

CAL. NED. INC.; NEDERLANDER OF SAN
DIEGO, LLC; J. NED. INC.; NED PAN, INC.;
NEDERLANDER CONCERTS PASO ROBLES
LLC; NEDERLANDER WEST COAST, LLC;
CENTERSTAGE ADVERTISING, INC.;
NEDERLANDER CONCERTS SAN DIEGO
LLC; JN CALIFORNIA LLC; NED
HOLLYWOOD, INC.; NEDERLANDER
CONCERTS LOS ANGELES LLC; JN
INVESTMENTS ARIZONA, LLC;
NEDERLANDER NATIONAL MARKETS
LLC; NATIONAL THEATER GROUP, LLC;
and DOES 1 to 100, inclusive,

Defendants.

Case No.: 25CU054139C

PAGA ACTION

**PLAINTIFF JUANITA CARRASCO
PRADO'S COMPLAINT FOR:**

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

COMES NOW Plaintiff JUANITA CARRASCO PRADO (“Plaintiff”), who alleges and complains against Defendants CAL. NED. INC.; NEDERLANDER OF SAN DIEGO, LLC; J. NED. INC.; NED PAN, INC.; NEDERLANDER CONCERTS PASO ROBLES LLC; NEDERLANDER WEST COAST, LLC; CENTERSTAGE ADVERTISING, INC.; NEDERLANDER CONCERTS SAN DIEGO LLC; JN CALIFORNIA LLC; NED HOLLYWOOD, INC.; NEDERLANDER CONCERTS LOS ANGELES LLC; JN INVESTMENTS ARIZONA, LLC; NEDERLANDER NATIONAL MARKETS LLC; NATIONAL THEATER GROUP, LLC; 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 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; 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 experienced these violations personally, as well as is informed and believes other aggrieved employees did as well. 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

1 California, and others aggrieved.

2 **II. JURISDICTION AND VENUE**

3 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
4 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
5 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
6 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
7 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
8 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
9 aggrieved California-based hourly non-exempt employees occurred in locations throughout
10 California, including but not limited to San Diego County, at 3651 Fourth Avenue, San Diego, CA
11 92103.

12 **III. PARTIES**

13 3. Plaintiff brings this action as a representative of the Labor and Workforce
14 Development Agency on behalf of herself and other current and former employees subject to
15 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
16 filed include current, former and/or future employees of Defendants who work, worked, or will work
17 for Defendants as direct employees as well as temporary employees employed through temp
18 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
19 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
20 Defendants in an hourly position at Defendants' location in San Diego County from in or around
21 May 23, 2022, until on or about May 2, 2025.

22 4. Plaintiff is informed and believes and thereon alleges that Defendant CAL. NED.
23 INC. is authorized to do business within the State of California and is doing business in the State of
24 California and/or that Defendants DOES 1-6 are, and at all times relevant hereto were persons acting
25 on behalf of Defendant CAL. NED. INC. in the establishment of, or ratification of, the
26 aforementioned illegal wage and hour practices or policies. Defendant CAL. NED. INC. operates in
27 San Diego County and employed Plaintiff and aggrieved employees in San Diego County, including
28 but not limited to, at 3651 Fourth Avenue, San Diego, CA 92103.

1 5. Plaintiff is informed and believes and thereon alleges that Defendant
2 NEDERLANDER OF SAN DIEGO, LLC is authorized to do business within the State of California
3 and is doing business in the State of California and/or that Defendants DOES 7-12 are, and at all
4 times relevant hereto were persons acting on behalf of Defendant NEDERLANDER OF SAN
5 DIEGO, LLC in the establishment of, or ratification of, the aforementioned illegal wage and hour
6 practices or policies. Defendant NEDERLANDER OF SAN DIEGO, LLC operates in San Diego
7 County and employed Plaintiff and aggrieved employees in San Diego County, including but not
8 limited to, at 3651 Fourth Avenue, San Diego, CA 92103.

9 6. Plaintiff is informed and believes and thereon alleges that Defendant J. NED. INC.
10 is authorized to do business within the State of California and is doing business in the State of
11 California and/or that Defendants DOES 13-18 are, and at all times relevant hereto were persons
12 acting on behalf of Defendant J. NED. INC. in the establishment of, or ratification of, the
13 aforementioned illegal wage and hour practices or policies. Defendant J. NED. INC. operates in San
14 Diego County and employed Plaintiff and aggrieved employees in San Diego County, including but
15 not limited to, at 3651 Fourth Avenue, San Diego, CA 92103.

16 7. Plaintiff is informed and believes and thereon alleges that Defendant NED PAN,
17 INC. is authorized to do business within the State of California and is doing business in the State of
18 California and/or that Defendants DOES 19-24 are, and at all times relevant hereto were persons
19 acting on behalf of Defendant NED PAN, INC. in the establishment of, or ratification of, the
20 aforementioned illegal wage and hour practices or policies. Defendant NED PAN, INC. operates in
21 San Diego County and employed Plaintiff and aggrieved employees in San Diego County, including
22 but not limited to, at 3651 Fourth Avenue, San Diego, CA 92103.

23 8. Plaintiff is informed and believes and thereon alleges that Defendant
24 NEDERLANDER CONCERTS PASO ROBLES LLC is authorized to do business within the State
25 of California and is doing business in the State of California and/or that Defendants DOES 25-30
26 are, and at all times relevant hereto were persons acting on behalf of Defendant NEDERLANDER
27 CONCERTS PASO ROBLES LLC in the establishment of, or ratification of, the aforementioned
28 illegal wage and hour practices or policies. Defendant NEDERLANDER CONCERTS PASO

1 ROBLES LLC operates in San Diego County and employed Plaintiff and aggrieved employees in
2 San Diego County, including but not limited to, at 3651 Fourth Avenue, San Diego, CA 92103.

3 9. Plaintiff is informed and believes and thereon alleges that Defendant
4 NEDERLANDER WEST COAST, LLC is authorized to do business within the State of California
5 and is doing business in the State of California and/or that Defendants DOES 31-36 are, and at all
6 times relevant hereto were persons acting on behalf of Defendant NEDERLANDER WEST
7 COAST, LLC in the establishment of, or ratification of, the aforementioned illegal wage and hour
8 practices or policies. Defendant NEDERLANDER WEST COAST, LLC operates in San Diego
9 County and employed Plaintiff and aggrieved employees in San Diego County, including but not
10 limited to, at 3651 Fourth Avenue, San Diego, CA 92103.

11 10. Plaintiff is informed and believes and thereon alleges that Defendant
12 CENTERSTAGE ADVERTISING, INC. is authorized to do business within the State of California
13 and is doing business in the State of California and/or that Defendants DOES 37-42 are, and at all
14 times relevant hereto were persons acting on behalf of Defendant CENTERSTAGE
15 ADVERTISING, INC. in the establishment of, or ratification of, the aforementioned illegal wage
16 and hour practices or policies. Defendant CENTERSTAGE ADVERTISING, INC. operates in San
17 Diego County and employed Plaintiff and aggrieved employees in San Diego County, including but
18 not limited to, at 3651 Fourth Avenue, San Diego, CA 92103.

19 11. Plaintiff is informed and believes and thereon alleges that Defendant
20 NEDERLANDER CONCERTS SAN DIEGO LLC is authorized to do business within the State of
21 California and is doing business in the State of California and/or that Defendants DOES 43-48 are,
22 and at all times relevant hereto were persons acting on behalf of Defendant NEDERLANDER
23 CONCERTS SAN DIEGO LLC in the establishment of, or ratification of, the aforementioned illegal
24 wage and hour practices or policies. Defendant NEDERLANDER CONCERTS SAN DIEGO LLC
25 operates in San Diego County and employed Plaintiff and aggrieved employees in San Diego
26 County, including but not limited to, at 3651 Fourth Avenue, San Diego, CA 92103.

27 12. Plaintiff is informed and believes and thereon alleges that Defendant JN
28 CALIFORNIA LLC is authorized to do business within the State of California and is doing business

1 in the State of California and/or that Defendants DOES 49-54 are, and at all times relevant hereto
2 were persons acting on behalf of Defendant JN CALIFORNIA LLC in the establishment of, or
3 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant JN
4 CALIFORNIA LLC operates in San Diego County and employed Plaintiff and aggrieved employees
5 in San Diego County, including but not limited to, at 3651 Fourth Avenue, San Diego, CA 92103.

6 13. Plaintiff is informed and believes and thereon alleges that Defendant NED
7 HOLLYWOOD, INC. is authorized to do business within the State of California and is doing
8 business in the State of California and/or that Defendants DOES 55-60 are, and at all times relevant
9 hereto were persons acting on behalf of Defendant NED HOLLYWOOD, INC. in the establishment
10 of, or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant NED
11 HOLLYWOOD, INC. operates in San Diego County and employed Plaintiff and aggrieved
12 employees in San Diego County, including but not limited to, at 3651 Fourth Avenue, San Diego,
13 CA 92103.

14 14. Plaintiff is informed and believes and thereon alleges that Defendant
15 NEDERLANDER CONCERTS LOS ANGELES LLC is authorized to do business within the State
16 of California and is doing business in the State of California and/or that Defendants DOES 61-66
17 are, and at all times relevant hereto were persons acting on behalf of Defendant NEDERLANDER
18 CONCERTS LOS ANGELES LLC in the establishment of, or ratification of, the aforementioned
19 illegal wage and hour practices or policies. Defendant NEDERLANDER CONCERTS LOS
20 ANGELES LLC operates in San Diego County and employed Plaintiff and aggrieved employees in
21 San Diego County, including but not limited to, at 3651 Fourth Avenue, San Diego, CA 92103.

22 15. Plaintiff is informed and believes and thereon alleges that Defendant JN
23 INVESTMENTS ARIZONA, LLC is authorized to do business within the State of California and is
24 doing business in the State of California and/or that Defendants DOES 67-72 are, and at all times
25 relevant hereto were persons acting on behalf of Defendant JN INVESTMENTS ARIZONA, LLC
26 in the establishment of, or ratification of, the aforementioned illegal wage and hour practices or
27 policies. Defendant JN INVESTMENTS ARIZONA, LLC operates in San Diego County and
28 employed Plaintiff and aggrieved employees in San Diego County, including but not limited to, at

1 3651 Fourth Avenue, San Diego, CA 92103.

2 16. Plaintiff is informed and believes and thereon alleges that Defendant
3 NEDERLANDER NATIONAL MARKETS LLC is authorized to do business within the State of
4 California and is doing business in the State of California and/or that Defendants DOES 73-78 are,
5 and at all times relevant hereto were persons acting on behalf of Defendant NEDERLANDER
6 NATIONAL MARKETS LLC in the establishment of, or ratification of, the aforementioned illegal
7 wage and hour practices or policies. Defendant NEDERLANDER NATIONAL MARKETS LLC
8 operates in San Diego County and employed Plaintiff and aggrieved employees in San Diego
9 County, including but not limited to, at 3651 Fourth Avenue, San Diego, CA 92103.

10 17. Plaintiff is informed and believes and thereon alleges that Defendant NATIONAL
11 THEATER GROUP, LLC is authorized to do business within the State of California and is doing
12 business in the State of California and/or that Defendants DOES 79-84 are, and at all times relevant
13 hereto were persons acting on behalf of Defendant NATIONAL THEATER GROUP, LLC in the
14 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
15 Defendant NATIONAL THEATER GROUP, LLC operates in San Diego County and employed
16 Plaintiff and aggrieved employees in San Diego County, including but not limited to, at 3651 Fourth
17 Avenue, San Diego, CA 92103.

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

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

20. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff sues said defendants by said fictitious names, and will amend this complaint when the true names and capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously named defendants is in some manner responsible for the events and allegations set forth in this complaint.

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

FIRST CAUSE OF ACTION

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

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

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

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

24. Specifically, Defendants have committed the following violations of California Labor Code:

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

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

1 Wage Orders.

2 27. In this case, Plaintiff and other current and former aggrieved California-based hourly
3 non-exempt employees worked more minutes per shift than Defendants credited them with having
4 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved
5 California-based hourly non-exempt employees all wages at the applicable minimum wage for all
6 hours worked due to Defendants' policies, practices, and/or procedures including, but not limited
7 to:

8 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
9 non-exempt employees to routinely work off the clock without being paid for that time.

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

16 29. 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 30. **Failure to pay wages for overtime hours worked at the overtime rate of pay**
21 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of
22 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer
23 is required to pay hourly employees for all "hours worked," which includes all time that an employee
24 is under control of the employer and all time the employee is suffered and permitted to work. This
25 includes the time an employee spends, either directly or indirectly, performing services that inure to
26 the benefit of the employer.'

27 31. Labor Code sections 510 and 1194 require an employer to compensate employees a
28 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty (40)

1 hours in a workweek, and on any seventh consecutive day of work in a workweek:

2 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
3 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
4 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
5 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
6 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
7 for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a
8 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
9 employee.

10 Labor Code section 510.

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

14 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
15 non-exempt employees to routinely work off the clock without being paid for that time.

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. Furthermore, overtime is based upon an employee's regular rate of pay. "The regular
21 rate at which an employee is employed shall be deemed to include all remuneration for employment
22 paid to, or on behalf, of the employee." *See* Division of Labor Standards Enforcement –
23 Enforcement Policies and Interpretations Manual, Section 49.1.2.

24 35. In this case, Plaintiff alleges that when she and other current and former aggrieved
25 California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay
26 them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all
27 remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a
28 policy, practice, and/or procedure of failing to include all remuneration such as holiday bonus pay,
for example, when calculating Plaintiff's and other current and former aggrieved California-based
hourly non-exempt employees' regular rate of pay for the purpose of paying overtime.

36. 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.

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

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

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

40. In this case, Defendants failed to authorize or permit legally required and compliant

1 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
2 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 timely, uninterrupted, duty-free meal breaks of at least 30 minutes
6 for every five hours worked.

7 (b) Failing to provide Plaintiff and other current and former aggrieved California-based
8 hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes
9 for every five hours worked, as result of interrupted meal breaks in order to answer calls from
10 Defendant.

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

16 42. Finally, on occasions when Defendants paid Plaintiff and other current and former
17 aggrieved California-based hourly non-exempt employees a "premium" wage for late, missed, short,
18 on-premise, on-duty, and/or interrupted meal periods, Defendants failed to pay the one (1) additional
19 hour of pay at Plaintiff's and other current and former aggrieved California-based hourly non-
20 exempt employees' regular rate of compensation. Specifically, Defendants maintained a policy,
21 practice, and/or procedure of failing to include all remuneration such as holiday bonus pay, for
22 example, when calculating Plaintiff's and other current and former aggrieved California-based
23 hourly non-exempt employees' regular rate of pay for the purpose of paying meal period premium
24 wages.

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

1 44. Employee is further informed and believes, and based thereon alleges, that
2 Employer's conduct above that gave rise to such violations was 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 45. **Failure to pay wages to hourly non-exempt employees for workdays that**
6 **Defendants failed to provide legally required and compliant rest periods and/or failure to pay**
7 **rest period premium:** Plaintiff and other current and former aggrieved California-based hourly
8 non-exempt employees regularly worked shifts of more than three-and-a-half (3.5) hours.

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

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

24 48. In this case, Defendants failed to authorize or permit all legally required and
25 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
26 non-exempt employees due to Defendants' policies, practices, and/or procedures including, but not
27 limited to:

28 (a) Failing to provide Plaintiff and other current and former aggrieved California-based

1 hourly non-exempt employees with net ten (10) minute rest breaks for every four (4) hours worked
2 or major fraction thereof.

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

8 50. Finally, on occasions when Defendants did pay Plaintiff and other current and former
9 aggrieved California-based hourly non-exempt employees a “premium” wage for late, missed, short,
10 on-premise, on-duty, and/or interrupted rest periods, Defendants failed to pay the one (1) additional
11 hour of pay at Plaintiff’s and other current and former aggrieved California-based hourly non-
12 exempt employees’ regular rate of compensation. Specifically, Defendants maintained a policy,
13 practice, and/or procedure of failing to include all remuneration such holiday bonus pay, for
14 example, when calculating Plaintiff’s and other current and former aggrieved California-based
15 hourly non-exempt employees’ regular rate of pay for the purpose of paying rest period premiums.

16 51. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff and
17 other current and former aggrieved California-based hourly non-exempt employees not receiving
18 wages to compensate them for workdays in which Defendants did not provide them with rest periods
19 in compliance with California law.

20 52. Employee is further informed and believes, and based thereon alleges, that
21 Employer’s conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.
22 Employer would further be liable for civil penalties pursuant to Labor Code section
23 2699(f)(2)(B)(ii).

24 53. **Failure to timely pay earned wages during employment:** In California, wages
25 must be paid at least twice during each calendar month on days designated in advance by the
26 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages earned
27 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
28 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any

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

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

12 55. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
13 Employer would further be liable for civil penalties pursuant to Labor Code section
14 2699(f)(2)(B)(ii).

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

24 57. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
25 Employer would further be liable for civil penalties pursuant to Labor Code section
26 2699(f)(2)(B)(ii).

27 58. **Failure to Implement a Workplace Violence Prevention Policy:** Labor Code
28 Sections 6401.7 and 6401.9 require Defendants to develop and implement a workplace violence

1 prevention plan in accordance with newly codified Labor code section 6401.9, which sets out the
2 requirements for the plan. Starting July 1, 2024, Defendants were required to establish, implement,
3 and maintain a Workplace Violence Prevention Plan that includes: 1) implementation of a
4 Workplace Violence Prevention Plan; 2) maintaining a violence incidence log; 3) providing a
5 training program to discuss a prevent workplace violence; and 4) maintain records relating to
6 workplace violence which includes, records of workplace violence hazard identification,
7 evaluations, and correction must be created and maintained for a minimum of five years; training
8 records must be created and maintained; incident logs; and records of workplace violence incident
9 investigations must be maintained.

10 59. Defendants willfully failed to implement a Workplace violence Prevention Policy
11 starting on or about July 1, 2024. Plaintiff and other Aggrieved Employees are entitled to recover
12 penalties up to \$25,000 for each serious violation, and up to \$124,709 (to be adjusted based on the
13 Consumer Price Index for All Urban Consumers) for “willful violations.” See Labor Code Sections
14 6401.7, 6401.9, 6428, and 6429.

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

28 61. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff

1 and other current and former aggrieved California-based hourly non-exempt employees all wages
2 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period
3 premium wages) rendered Plaintiff's and other current and former aggrieved California-based
4 hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code section
5 226(a)(1, 2, 5 & 9).

6 62. Plaintiff believes these failures were willful and intentional.

7 63. 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 64. **Failure to pay employees all wages due at time of termination/resignation:** An
11 employer is required to pay all unpaid wages timely after an employee's employment ends. The
12 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
13 hours of resignation (Labor Code section 202).

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

19 66. Plaintiff believes these failures were willful and intentional.

20 67. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
21 Employer would further be liable for civil penalties pursuant to Labor Code section
22 2699(f)(2)(B)(ii).

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

27 69. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
28 section 2699.3. On June 27, 2025 . Plaintiff filed a PAGA Claim Notice with the LWDA and

1 provided notice to Defendants by certified mail which provided notice of the specific provisions of
2 the Labor Code alleged to have been violated, including the facts and theories to support the
3 violations alleged.

4 70. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
5 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
6 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
7 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
8 to investigate Plaintiff's claims.

9 71. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
10 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
11 510, 512, 1194, 1198, 6401.7, and 6401.9. During Plaintiff's employment and continuing through
12 the present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present,
13 in the following amounts:

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

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

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

26 d. For violations of Labor Code section 204, 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 210].

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

8 f. For violations of Labor Code sections 6401.7 and 6401.9, Plaintiff and other
9 Aggrieved Employees are entitled to recover penalties up to \$25,000 for each serious violation, and
10 up to \$124,709 (to be adjusted based on the Consumer Price Index for All Urban Consumers) for
11 “willful violations.”

12 72. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
13 reasonable attorneys’ fees and costs in connection with her claims for civil penalties.

14 **PRAYER FOR RELIEF**

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

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

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

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

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

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

1 Dated: October 8, 2025,

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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By:



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on behalf of herself and current and former aggrieved
employees

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