

Joseph Lavi, Esq. (SBN 209776)  
Vincent C. Granberry, Esq. (SBN 276483)  
Jeffrey D. Klein, Esq. (SBN 297296)  
Margaux K. Gundzik, Esq. (SBN 340116)  
Keith A. Lollis, Esq. (SBN 352561)  
**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](mailto:jlavi@lelawfirm.com)  
[vgranberry@lelawfirm.com](mailto:vgranberry@lelawfirm.com)  
[jklein@lelawfirm.com](mailto:jklein@lelawfirm.com)  
[mgundzik@lelawfirm.com](mailto:mgundzik@lelawfirm.com)  
[klollis@lelawfirm.com](mailto:klollis@lelawfirm.com)

Attorneys for Plaintiff MONICA REYES,  
on behalf of herself and current and former aggrieved employees

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

MONICA REYES, on behalf of herself and current  
and former aggrieved employees

Plaintiff,

vs.

HUB GROUP TRUCKING, INC.; HUB GROUP  
TRUCKING CALIFORNIA, LLC; and DOES 1  
to 100, inclusive,

Defendants.

Case No.: **25STCV35301**

**PAGA ACTION**

**PLAINTIFF MONICA REYES'S  
COMPLAINT FOR:**

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

**COMES NOW** Plaintiff MONICA REYES ("Plaintiff"), who alleges and complains against  
Defendants HUB GROUP TRUCKING, INC.; HUB GROUP TRUCKING CALIFORNIA, 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

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
12/03/2025 7:32 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By S. Ruiz, Deputy Clerk

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; indemnification for all necessary expenditures or losses incurred by employees in direct consequence of discharging their duties; statutory penalties for failure to timely pay earned wages during employment; statutory penalties for failure to provide accurate wage statements. 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 California, and others aggrieved.

## **II. JURISDICTION AND VENUE**

2. This Court has jurisdiction over the claims of Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks civil penalties on behalf of herself, all other current and former aggrieved California-based hourly non-exempt employees, and the State of California in excess of thirty-five thousand dollars (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees occurred in locations throughout California, including but not limited to Los Angeles County, at 5525 East 55th Street, Huntington Park, CA 90255.

## **III. PARTIES**

1. Plaintiff brings this action as a representative of the Labor and Workforce Development Agency on behalf of herself and other current and former employees subject to violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is filed include current, former and/or future employees of Defendants who work, worked, or will work for Defendants as direct employees as well as temporary employees employed through temp

1 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently  
2 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by  
3 Defendants in an hourly position at Defendants' location in Los Angeles County from in or around  
4 July 10, 2024, until on or about currently.

5         2. Plaintiff is informed and believes and thereon alleges that Defendant HUB GROUP  
6 TRUCKING, INC. is authorized to do business within the State of California and is doing business  
7 in the State of California and/or that Defendants DOES 1-33 are, and at all times relevant hereto  
8 were persons acting on behalf of Defendant HUB GROUP TRUCKING, INC. in the establishment  
9 of, or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant HUB  
10 GROUP TRUCKING, INC. operates in Los Angeles County and employed Plaintiff and aggrieved  
11 employees in Los Angeles County, including but not limited to, at 5525 East 55th Street, Huntington  
12 Park, CA 90255.

13         3. Plaintiff is informed and believes and thereon alleges that Defendant HUB GROUP  
14 TRUCKING CALIFORNIA, LLC is authorized to do business within the State of California and is  
15 doing business in the State of California and/or that Defendants DOES 34-66 are, and at all times  
16 relevant hereto were persons acting on behalf of Defendant HUB GROUP TRUCKING  
17 CALIFORNIA, LLC in the establishment of, or ratification of, the aforementioned illegal wage and  
18 hour practices or policies. Defendant HUB GROUP TRUCKING CALIFORNIA, LLC operates in  
19 Los Angeles County and employed Plaintiff and aggrieved employees in Los Angeles County,  
20 including but not limited to, at 5525 East 55th Street, Huntington Park, CA 90255.

21         4. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1  
22 through 66 are corporations, or are other business entities or organizations of a nature unknown to  
23 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted  
24 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and working  
25 conditions of employment of Plaintiff and aggrieved employees.

26         5. Plaintiff is informed and believes and thereon alleges that Defendants DOES 67  
27 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued  
28 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,

1 supervisor, independent contractor and/or employee of each defendant who violated or caused to be  
2 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the  
3 Industrial Welfare Commission's wage orders regulating hours and days of work.

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

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

13 **FIRST CAUSE OF ACTION**

14 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**  
15 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

19 9. During Plaintiff's employment and continuing through the present, Plaintiff alleges  
20 Defendants violated Labor Code sections 204, 223, 226, 226.7, 510, 512, 1194, 1197, 2802, and the  
21 applicable Wage Orders.

22 10. Specifically, Defendants have committed the following violations of California  
23 Labor Code:

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

1 indirectly, performing services which inure to the benefit of the employer.

2 12. Labor Code sections 1194 and 1197 require an employer to compensate employees  
3 for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the  
4 Wage Orders.

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

11 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly  
12 non-exempt employees to complete off-the-clock work such as completing off-the-clock training  
13 under threats of unemployment.

14 (b) Defendants failed to pay Plaintiff and other current and former aggrieved  
15 California-based hourly non-exempt employees their actual hours worked during their shifts and  
16 instead paid Plaintiff and other current and former aggrieved California-based hourly non-exempt  
17 employees by scheduled hours despite that they routinely worked beyond their scheduled hours.

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

24 15. Employee is further informed and believes, and based thereon alleges, that  
25 Employer’s conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.  
26 Employer would further be liable for civil penalties pursuant to Labor Code section  
27 2699(f)(2)(B)(ii).

28 16. **Failure to pay wages for overtime hours worked at the overtime rate of pay**

1 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of  
2 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer  
3 is required to pay hourly employees for all “hours worked,” which includes all time that an employee  
4 is under control of the employer and all time the employee is suffered and permitted to work. This  
5 includes the time an employee spends, either directly or indirectly, performing services that inure to  
6 the benefit of the employer.’

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

10 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours  
11 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in  
12 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half  
13 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours  
14 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay  
15 for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a  
16 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an  
17 employee.

18 Labor Code section 510.

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

22 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly  
23 non-exempt employees to complete off-the-clock work such as completing off-the-clock training  
24 under threats of unemployment.

25 (b) Defendants failed to pay Plaintiff and other current and former aggrieved  
26 California-based hourly non-exempt employees their actual hours worked during their shifts and  
27 instead paid Plaintiff and other current and former aggrieved California-based hourly non-exempt  
28 employees by scheduled hours despite that they routinely worked beyond their scheduled hours.

(c) Failure to pay Plaintiff and other current and former aggrieved California-based  
hourly non-exempt employees for all hours worked for all hours worked beyond the eight hours of  
work at the overtime rate.

1           19. 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           20. The foregoing policies, practices, and/or procedures resulted in time during each  
6 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt  
7 employees were under the control of Defendants but were not compensated. To the extent that the  
8 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved  
9 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,  
10 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed  
11 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code  
12 sections 510, 1194 and 1198, and the applicable Wage Order.

13           21. **Failure to pay wages to hourly non-exempt employees for workdays that**  
14 **Defendants failed to provide legally required and compliant meal periods and/or failure to**  
15 **pay period premium wages:** Plaintiff and other current and former aggrieved California-based  
16 hourly non-exempt employees regularly worked shifts of more than five (5) hours in length and  
17 shifts of more than ten (10) hours in length.

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

23. 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 9 at §11.

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

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

(b) Failing to provide Plaintiff and other current and former aggrieved California-based hourly non-exempt employees a second uninterrupted duty-free meal period of no less than thirty (30) minutes for each workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt employees work shifts over ten (10) hours.

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

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

27. 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).



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

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

30. If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage Order 9 at § 12.

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

(a) Failing to provide Plaintiff and other current and former aggrieved California-based hourly non-exempt employees with net ten (10) minute rest breaks for every four (4) hours worked or major fraction thereof.

(b) Failing to provide Plaintiff and other current and former aggrieved California-based hourly non-exempt employees a third uninterrupted duty-free rest period of no less than ten (10) net

1 minutes on each workday that Plaintiff and other current and former aggrieved California-based  
2 hourly non-exempt employees work shifts over ten (10) hours.

3 32. 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 33. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff and  
9 other current and former aggrieved California-based hourly non-exempt employees not receiving  
10 wages to compensate them for workdays in which Defendants did not provide them with rest periods  
11 in compliance with California law.

12 34. 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 35. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**  
17 **Employment:** California law requires that every employer must indemnify its employees for all  
18 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at the  
19 obedience of the directions of the employer. Moreover, an employer is prohibited from passing the  
20 ordinary business expenses and losses of the employer onto the employee. (Lab. Code, § 2802.)

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

25 (a) requiring Plaintiff and other current and former aggrieved California-based hourly  
26 non-exempt employees to use or purchase their own tools and/or resources in order to work for  
27 Defendants, including but not limited to gas mileage and cellphone usage for work-related purposes  
28 - without reimbursing Plaintiff and other current and former aggrieved California-based hourly non-

1 exempt employees for such use.

2 37. Moreover, Defendants employed policies and procedures which ensured Plaintiff and  
3 aggrieved employees would not receive indemnification for their employment related expenses.  
4 This practice resulted in Plaintiff and aggrieved employees not receiving such indemnification in  
5 compliance with California law.

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

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

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

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

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

4           43.     **Secret payment of lower wages than designated by statute:** Labor Code section  
5 223 provides that, where any statute or contract requires an employer to maintain the designated  
6 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage  
7 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by  
8 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful  
9 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,  
10 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor  
11 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while  
12 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

13           44.     Plaintiff also believes these failures were 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           45.     **Failure to provide complete and accurate wage statements:** Labor Code section  
17 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee  
18 his or her wages, the employer must "furnish each of his or her employees ... an itemized statement  
19 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any  
20 employee whose compensation is solely based on a salary and who is exempt from payment of  
21 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare  
22 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee  
23 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders  
24 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive  
25 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her  
26 social security number, (8) the name and address of the legal entity that is the employer, and (9) all  
27 applicable hourly rates in effect during the pay period and the corresponding number of hours  
28 worked at each hourly rate by the employee."

1           46.     As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff  
2 and other current and former aggrieved California-based hourly non-exempt employees all wages  
3 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period  
4 premium wages) rendered Plaintiff's and other current and former aggrieved California-based  
5 hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code section  
6 226(a)(1, 2, 5 & 9).

7           47.     Plaintiff believes these failures were willful and intentional.

8           48.     Plaintiff also believes these failures were malicious, fraudulent, or oppressive.  
9 Employer would further be liable for civil penalties pursuant to Labor Code section  
10 2699(f)(2)(B)(ii).

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

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

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

25          52.     Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil  
26 penalties for Defendants' violations of Labor Code sections 204, 223, 226(a), 226.7, 510, 512, and  
27 1194, During Plaintiff's employment and continuing through the present, preceding Plaintiff  
28 sending the initial PAGA Claim Notice to the LWDA to the present, in the following amounts:

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

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

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

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

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

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

### PRAYER FOR RELIEF

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

## ON THE FIRST CAUSE OF ACTION:

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

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

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

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

10  
11 Dated: December 3, 2025

Respectfully submitted,  
**LAVI & EBRAHIMIAN, LLP**

12  
13 By: /s/ Margaux K. Gundzik  
14 Joseph Lavi, Esq.  
15 Vincent C. Granberry, Esq.  
16 Jeffrey D. Klein, Esq.  
17 Margaux K. Gundzik  
18 Keith A. Lollis, Esq.  
19 Attorneys for Plaintiff  
20 MONICA REYES,  
21 on behalf of herself and current and former aggrieved  
22 employees  
23  
24  
25  
26  
27  
28