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Attorneys for Plaintiff ONTARIA GORDON,  
on behalf of herself and current and former aggrieved employees

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

ONTARIA GORDON, on behalf of herself and  
current and former aggrieved employees

Plaintiff,

vs.

DOTHAN SECURITY, INC.; DSI SECURITY  
SERVICES; and DOES 1 to 100, inclusive,

Defendants.

Case No.:

**PAGA ACTION**

**PLAINTIFF ONTARIA GORDON'S  
COMPLAINT FOR:**

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

**COMES NOW** Plaintiff ONTARIA GORDON ("Plaintiff"), who alleges and complains  
against Defendants DOTHAN SECURITY, INC.; DSI SECURITY SERVICES; 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 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 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 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 twenty-five thousand dollars (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees occurred in locations throughout California, including but not limited to San Joaquin County.

## **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 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently

1 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by  
2 Defendants in an hourly position at Defendants' location in San Joaquin from in or around July 9,  
3 2022 until on or about July 22, 2024.

4         2. Plaintiff is informed and believes and thereon alleges that Defendant DOTHAN  
5 SECURITY, INC. is authorized to do business within the State of California and is doing business  
6 in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto  
7 were persons acting on behalf of Defendant DOTHAN SECURITY, INC. in the establishment of,  
8 or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant  
9 DOTHAN SECURITY, INC. operates in San Joaquin County and employed Plaintiff and aggrieved  
10 employees in San Joaquin County.

11         3. Plaintiff is informed and believes and thereon alleges that Defendant DSI  
12 SECURITY SERVICES is authorized to do business within the State of California and is doing  
13 business in the State of California and/or that Defendants DOES 51-75 are, and at all times relevant  
14 hereto were persons acting on behalf of Defendant DSI SECURITY SERVICES in the establishment  
15 of, or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant DSI  
16 SECURITY SERVICES operates in San Joaquin County and employed Plaintiff and aggrieved  
17 employees in San Joaquin County.

18         4. 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         5. 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.

6. 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.

7. 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)**

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

9. 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, and the applicable Wage Orders.

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

11. **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.

12. 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 13. 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) From four years prior to the filing of this Complaint, through approximately January  
9 2025, Defendants "rounded down" or "shaved" Plaintiff's and other current and former aggrieved  
10 California-based hourly non-exempt employees' daily hours worked at the time of their clock-ins  
11 and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour,  
12 to the benefit of Defendants.

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

19 15. Employee is further informed and believes, and based thereon alleges, that  
20 Employer's conduct above that gave rise to such violations was 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 16. **Failure to pay wages for overtime hours worked at the overtime rate of pay**  
24 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of  
25 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer  
26 is required to pay hourly employees for all "hours worked," which includes all time that an employee  
27 is under control of the employer and all time the employee is suffered and permitted to work. This  
28 includes the time an employee spends, either directly or indirectly, performing services that inure to

1 the benefit of the employer.’

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

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

10 Labor Code section 510.

11 18. 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) From four years prior to the filing of this Complaint, through approximately January  
15 2025, Defendants “rounded down” or “shaved” Plaintiff’s and other current and former aggrieved  
16 California-based hourly non-exempt employees’ daily hours worked at the time of their clock-ins  
17 and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour,  
18 to the benefit of Defendants.

19 19. Employee is further informed and believes, and based thereon alleges, that  
20 Employer’s conduct above that gave rise to such violations was 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 20. The foregoing policies, practices, and/or procedures resulted in time during each  
24 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt  
25 employees were under the control of Defendants but were not compensated. To the extent that the  
26 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved  
27 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,  
28 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed

1 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code  
2 sections 510, 1194 and 1198, and the applicable Wage Order.

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

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

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

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

27             (a) Requiring Plaintiff and other current and former aggrieved California-based hourly  
28 non-exempt employees to remain on-duty during their off-the-clock meal breaks because Plaintiff

1 and other current and former aggrieved California-based hourly non-exempt employees were  
2 required to keep their employer-issued walkie-talkie on them at all times during their shift to take  
3 and respond to calls from Defendant, including during their off-the-clock meal breaks.

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

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

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

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

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

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

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

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

12 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly  
13 non-exempt employees to remain on-duty during their rest breaks because Plaintiff and other current  
14 and former aggrieved California-based hourly non-exempt employees were required to always keep  
15 their employer-issued walkie-talkie on them during their shift to take and respond to calls from  
16 Defendant, including during rest breaks.

17 32. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or  
18 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based  
19 hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday  
20 they did not receive legally required and compliant rest periods, in violation of Labor Code section  
21 226.7.

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

26 34. Employee is further informed and believes, and based thereon alleges, that  
27 Employer’s conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.  
28 Employer would further be liable for civil penalties pursuant to Labor Code section

1 2699(f)(2)(B)(ii).

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

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

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

21       **38. Secret payment of lower wages than designated by statute:** Labor Code section  
22 223 provides that, where any statute or contract requires an employer to maintain the designated  
23 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage  
24 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by  
25 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful  
26 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,  
27 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor  
28 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while

1 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

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

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

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

24 42. Plaintiff believes these failures were willful and intentional.

25 43. Plaintiff also believes these failures were 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 44. **Failure to pay employees all wages due at time of termination/resignation:** An

1 employer is required to pay all unpaid wages timely after an employee's employment ends. The  
2 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)  
3 hours of resignation (Labor Code section 202).

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

9 46. Plaintiff believes these failures were willful and intentional.

10 47. Plaintiff also believes these failures were 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 48. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee,  
14 on behalf of himself or herself and other current or former employees, to bring a civil action to  
15 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code  
16 section 2699.3.

17 49. Plaintiff has complied with the procedures for bringing suit specified in Labor Code  
18 section 2699.3. On July 23, 2025, Plaintiff filed a PAGA Claim Notice with the LWDA and  
19 provided notice to Defendants by certified mail which provided notice of the specific provisions of  
20 the Labor Code alleged to have been violated, including the facts and theories to support the  
21 violations alleged.

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

27 51. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil  
28 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,

1 510, 512, and 1194. During Plaintiff's employment and continuing through the present, preceding  
2 Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following  
3 amounts:

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

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

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

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

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

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

28 **PRAYER FOR RELIEF**

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

3 ON THE FIRST CAUSE OF ACTION:

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

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

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

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

13  
14 Dated: October 1, 2025

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

15  
16 By:



\_\_\_\_\_  
Joseph Lavi, Esq.  
Vincent C. Granberry, Esq.  
Jeffrey D. Klein, Esq.  
Harita Nandivada, Esq.  
Attorneys for Plaintiff  
ONTARIA GORDON, on behalf of herself and  
current and former aggrieved employees