

SUMMONS ISSUED

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Per local Rule, This case is assigned to  
Judge Douglas, Danielle K, for all purposes.

Attorneys for Plaintiff EVERETT MOORE II,  
on behalf of himself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF CONTRA COSTA**

EVERETT MOORE II, on behalf of himself and  
current and former aggrieved employees

Case No.: C25-03320

**PAGA ACTION**

**PLAINTIFF EVERETT MOORE II'S  
COMPLAINT FOR:**

Plaintiff,

vs.

MCRT RESOURCES LLC; MILL CREEK  
RESIDENTIAL SERVICES LLC; and DOES 1  
to 100, inclusive,

Defendants.

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

**COMES NOW** Plaintiff EVERETT MOORE II ("Plaintiff"), who alleges and complains  
against Defendants MCRT RESOURCES LLC; MILL CREEK RESIDENTIAL SERVICES 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, himself  
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

**COMPLAINT**

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; statutory waiting time penalties in the form of continuation wages for failure to timely pay employees all wages due upon separation of employment. 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 all other current and former aggrieved California-based hourly non-exempt employees occurred in locations throughout California, including but not limited to Contra Costa County, at 1250 Arroyo Way Walnut Creek, California 94596.

## **III. PARTIES**

1. Plaintiff brings this action as a representative of the Labor and Workforce Development Agency on behalf of himself 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 is a resident and citizen of California and was employed  
3 by Defendants in an hourly position from in or around October 2024, until on or about May 21,  
4 2205.

5 2. Plaintiff is informed and believes and thereon alleges that Defendant MCRT  
6 RESOURCES LLC 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 MCRT RESOURCES LLC in the establishment of, or  
9 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant MCRT  
10 RESOURCES LLC operates in Contra Costa County and employed aggrieved employees in Contra  
11 Costa County, including but not limited to, at 1250 Arroyo Way Walnut Creek, California 94596.

12 3. Plaintiff is informed and believes and thereon alleges that Defendant MILL CREEK  
13 RESIDENTIAL SERVICES LLC is authorized to do business within the State of California and is  
14 doing business in the State of California and/or that Defendants DOES 34-66 are, and at all times  
15 relevant hereto were persons acting on behalf of Defendant MILL CREEK RESIDENTIAL  
16 SERVICES LLC in the establishment of, or ratification of, the aforementioned illegal wage and  
17 hour practices or policies. Defendant MILL CREEK RESIDENTIAL SERVICES LLC operates in  
18 Contra Costa County and employed aggrieved employees in Contra Costa County, including but not  
19 limited to, at 1250 Arroyo Way Walnut Creek, California 94596.

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

25 5. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51  
26 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued  
27 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,  
28 supervisor, independent contractor and/or employee of each defendant who violated or caused to be

1 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the  
2 Industrial Welfare Commission's wage orders regulating hours and days of work.

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

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

### 12 **FIRST CAUSE OF ACTION**

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

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

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

18 9. During Plaintiff's employment and continuing through the present, Plaintiff alleges  
19 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1197,  
20 1198, 2802, and the applicable Wage Orders.

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

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

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

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

10                 (a) Defendant failed to pay Plaintiff and other current and former aggrieved California-  
11 based hourly non-exempt employees’ their actual hours worked during their shift and instead forced  
12 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to  
13 write in their scheduled hours each day despite routinely working beyond their scheduled hours.

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

20           15. **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           16. 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 17. 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) Defendant failed to pay Plaintiff and other current and former aggrieved California-  
15 based hourly non-exempt employees' their actual hours worked during their shift and instead forced  
16 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to  
17 write in their scheduled hours each day despite routinely working beyond their scheduled hours.

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

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

29 20. The foregoing policies, practices, and/or procedures resulted in time during each  
30 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt  
31 employees were under the control of Defendants but were not compensated. To the extent that the

1 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved  
2 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,  
3 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed  
4 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code  
5 sections 510, 1194 and 1198, and the applicable Wage Order.

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

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

22       23.     If an employer fails to provide an employee a meal period in accordance with the  
23 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay  
24 for each workday that a legally required and compliant meal period was not provided. Labor Code  
25 sections 226.7 and 1198; Wage Order 5 at §11.

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

1 limited to:

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

5 (b) Failing to provide Plaintiff and other current and former aggrieved California-based  
6 hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes  
7 for every five hours worked due to missed, late, short and/or on-duty meal breaks.

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

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

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

26 28. **Failure to pay wages to hourly non-exempt employees for workdays that**  
27 **Defendants failed to provide legally required and compliant rest periods and/or failure to pay**  
28 **rest period premium:** Plaintiff and other current and former aggrieved California-based hourly

1 non-exempt employees regularly worked shifts of more than three-and-a-half (3.5) hours.

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

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

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

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

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

1           33.       Finally, on occasions when Defendants did pay Plaintiff and other current and former  
2 aggrieved California-based hourly non-exempt employees a “premium” wage for late, missed, short,  
3 on-premise, on-duty, and/or interrupted rest periods, Defendants failed to pay the one (1) additional  
4 hour of pay at Plaintiff’s and other current and former aggrieved California-based hourly non-  
5 exempt employees’ regular rate of compensation. Specifically, Defendants maintained a policy,  
6 practice, and/or procedure of failing to include all remuneration such commission pay for example,  
7 when calculating Plaintiff’s and other current and former aggrieved California-based hourly non-  
8 exempt employees’ regular rate of pay for the purpose of paying rest period premiums.

9           34.       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 in which Defendants did not provide them with rest periods  
12 in compliance with California law.

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

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

22               (a) Requiring Plaintiff and other current and former aggrieved California-based non-  
23 exempt hourly employees to use or purchase their own tools and/or resources in order to work for  
24 Defendants, including but not limited to their cell phone (including both telephone use and cellular  
25 data use) for work-related purposes – without reimbursing Plaintiff and other current and former  
26 aggrieved California-based non-exempt hourly employees for such use.

27           37.       Moreover, Defendants employed policies and procedures which ensured Plaintiff and  
28 aggrieved employees would not receive indemnification for their employment related expenses.

1 This practice resulted in Plaintiff and aggrieved employees not receiving such indemnification in  
2 compliance with California law.

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

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

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

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

1 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while  
2 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

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

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

22       **44. Failure to pay employees all wages due at time of termination/resignation:** An  
23 employer is required to pay all unpaid wages timely after an employee’s employment ends. The  
24 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)  
25 hours of resignation (Labor Code section 202).

26       **45.** As a derivative of Plaintiff’s allegations above, because Defendants failed to pay  
27 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all  
28 their earned wages (including minimum wages, overtime wages, meal period premium wages,

1 and/or rest period premium wages), Defendants failed to pay those employees timely after each  
2 employee's termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

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

7 47. Plaintiff has complied with the procedures for bringing suit specified in Labor Code  
8 section 2699.3. On August 27, 2025, Plaintiff filed a PAGA Claim Notice with the LWDA and  
9 provided notice to Defendants by certified mail which provided notice of the specific provisions of  
10 the Labor Code alleged to have been violated, including the facts and theories to support the  
11 violations alleged.

12 48. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by  
13 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code  
14 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the  
15 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends  
16 to investigate Plaintiff's claims.

17 49. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil  
18 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,  
19 510, 512, 1194, and 1198., During Plaintiff's employment and continuing through the present,  
20 preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the  
21 following amounts:

22 a. For violations of Labor Code sections 201, 202, 203, 226(a), 226.7, 1198, and  
23 2802; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation  
24 and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent  
25 violation [penalty amounts established by Labor Code section 2699(f)(2)].

26 b. For violations of Labor Code section 226(a), alternatively, two hundred fifty  
27 dollars (\$250) for each employee for each pay period for the initial violation, and for each  
28 subsequent violation, one thousand dollars (\$1000) for each underpaid employee for each pay period

1 [penalty amounts established by Labor Code section 226.3].

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

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

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

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

18 **PRAYER FOR RELIEF**

19 **WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF AND ON OTHER AGGRIEVED**  
20 **EMPLOYEES, PRAYS AS FOLLOWS:**

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

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

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

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

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

3  
4 Dated: November 11, 2025

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

5  
6 By:



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EVERETT MOORE II  
on behalf of himself and current and former  
aggrieved employees