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SUMMONS ISSUED

Per local Rule, This case is assigned to
Judge Weil, Edward G, for all purposes.

Attorneys for Plaintiff AKILAH BARNES,
on behalf of herself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

AKILAH BARNES, on behalf of herself and
current and former aggrieved employees

Plaintiff,

vs.

RES SUCCESS; REHABILITATION AND
EMPLOYMENT SERVICES OF THE EAST
BAY, INC.; and DOES 1 to 100, inclusive,

Defendants.

Case No.: C25-03014

PAGA ACTION

**PLAINTIFF AKILAH BARNES'
COMPLAINT FOR:**

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

COMES NOW Plaintiff AKILAH BARNES ("Plaintiff"), who alleges and complains
against Defendants RES SUCCESS; REHABILITATION AND EMPLOYMENT SERVICES OF
THE EAST BAY, INC.; 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

1 employees in California during the relevant time period seeking civil penalties associated with
2 Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all hours
3 worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to pay
4 overtime wages at the proper overtime rate of pay; failure to authorize or permit all legally required
5 and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit
6 all legally required and/or compliant rest periods or pay rest period premium wages; indemnification
7 for all necessary expenditures or losses incurred by employees in direct consequence of discharging
8 their duties; statutory penalties for failure to provide accurate wage statements; statutory waiting
9 time penalties in the form of continuation wages for failure to timely pay employees all wages due
10 upon separation of employment. Plaintiff experienced these violations personally, as well as is
11 informed and believes other aggrieved employees did as well. Plaintiff seeks on a representative
12 basis, following notice to the Labor and Workforce Development Agency, civil penalties, reasonable
13 attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff,
14 the State of California, and others aggrieved.

15 **II. JURISDICTION AND VENUE**

16 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
17 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
18 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
19 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
20 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
21 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
22 aggrieved California-based hourly non-exempt employees occurred in locations throughout
23 California, including but not limited to Contra Costa County, at 2980 Railroad Ave, Pittsburg,
24 California 94565.

25 **III. PARTIES**

26 1. Plaintiff brings this action as a representative of the Labor and Workforce
27 Development Agency on behalf of herself and other current and former employees subject to
28 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is

1 filed include current, former and/or future employees of Defendants who work, worked, or will work
2 for Defendants as direct employees as well as temporary employees employed through temp
3 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
4 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
5 Defendants in an hourly position at Defendants' location in Contra Costa from in or around
6 September 9, 2019, until on or about January 24, 2025.

7 2. Plaintiff is informed and believes and thereon alleges that Defendant RES SUCCESS
8 is authorized to do business within the State of California and is doing business in the State of
9 California and/or that Defendants DOES 1-33 are, and at all times relevant hereto were persons
10 acting on behalf of Defendant RES SUCCESS in the establishment of, or ratification of, the
11 aforementioned illegal wage and hour practices or policies. Defendant RES SUCCESS operates in
12 Contra Costa County and employed Plaintiff and aggrieved employees in Contra Costa County,
13 including but not limited to, at 2980 Railroad Ave, Pittsburg, California 94565.

14 3. Plaintiff is informed and believes and thereon alleges that Defendant
15 REHABILITATION AND EMPLOYMENT SERVICES OF THE EAST BAY, INC. is authorized
16 to do business within the State of California and is doing business in the State of California and/or
17 that Defendants DOES 34-66 are, and at all times relevant hereto were persons acting on behalf of
18 Defendant REHABILITATION AND EMPLOYMENT SERVICES OF THE EAST BAY, INC. in
19 the establishment of, or ratification of, the aforementioned illegal wage and hour practices or
20 policies. Defendant REHABILITATION AND EMPLOYMENT SERVICES OF THE EAST BAY,
21 INC. operates in Contra Costa County and employed Plaintiff and aggrieved employees in Contra
22 Costa County, including but not limited to, at 2980 Railroad Ave, Pittsburg, California 94565.

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

28 5. Plaintiff is informed and believes and thereon alleges that Defendants DOES 67

1 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
2 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
3 supervisor, independent contractor and/or employee of each defendant who violated or caused to be
4 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the
5 Industrial Welfare Commission's wage orders regulating hours and days of work.

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

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

15 **FIRST CAUSE OF ACTION**

16 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
17 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

21 9. During Plaintiff's employment and continuing through the present, Plaintiff alleges
22 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1197,
23 2802, and the applicable Wage Orders.

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

26 11. **Failure to pay wages for all hours worked at the legal minimum wage:**
27 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
28 employees. In California, an employer is required to pay hourly employees for all "hours worked,"

1 which includes all time that an employee is under control of the employer and all time the employee
2 is suffered and permitted to work. This includes the time an employee spends, either directly or
3 indirectly, performing services which inure to the benefit of the employer.

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

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

13 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
14 non-exempt employees to line up to wait and undergo and undergo off-the-clock COVID-19
15 temperature checks and/or COVID-19 testing prior to being permitted to clock-in for their start shift.

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

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

26 16. **Failure to pay wages for overtime hours worked at the overtime rate of pay**
27 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of
28 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer

1 is required to pay hourly employees for all “hours worked,” which includes all time that an employee
2 is under control of the employer and all time the employee is suffered and permitted to work. This
3 includes the time an employee spends, either directly or indirectly, performing services that inure to
4 the benefit of the employer.’

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

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

13 Labor Code section 510.

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

17 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
18 non-exempt employees to line up to wait and undergo and undergo off-the-clock COVID-19
19 temperature checks and/or COVID-19 testing prior to being permitted to clock-in for their start shift.

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

24 20. Furthermore, overtime is based upon an employee’s regular rate of pay. “The regular
25 rate at which an employee is employed shall be deemed to include all remuneration for employment
26 paid to, or on behalf, of the employee.” See Division of Labor Standards Enforcement –
27 Enforcement Policies and Interpretations Manual, Section 49.1.2.

28 21. In this case, Plaintiff alleges that when she and other current and former aggrieved

1 California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay
2 them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all
3 remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a
4 policy, practice, and/or procedure of failing to include all remuneration such as ("Christmas bonus")
5 for example, when calculating Plaintiff's and other current and former aggrieved California-based
6 hourly non-exempt employees' regular rate of pay for the purpose of paying overtime.

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

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

20 24. California law requires an employer to authorize or permit an employee an
21 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
22 all duties and the employer relinquishes control over the employee's activities prior to the
23 employee's sixth hour of work. Labor Code sections 226.7, 512, and 1198; Wage Order 5 at §11;
24 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ
25 an employee for a work period of more than ten (10) hours per day without providing the employee
26 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
27 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
28 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal

1 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
2 of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

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

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

11 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
12 non-exempt employees to remain on the premises during their meal periods and on standby to be
13 readily available to service Defendants' patients during their meal periods, resulting in meal periods
14 that were not duty-free.

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

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

29. 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.

30. 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).

31. **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.

32. 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 5 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 5 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period. Wage Order 5 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.*

33. 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 5 at § 12.

34. In this case, Defendants failed to authorize or permit all legally required and

1 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
2 non-exempt employees due to Defendants' policies, practices, and/or procedures including, but not
3 limited to:

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

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

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

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

24 38. 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 39. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**

1 **Employment:** California law requires that every employer must indemnify its employees for all
2 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at the
3 obedience of the directions of the employer. Moreover, an employer is prohibited from passing the
4 ordinary business expenses and losses of the employer onto the employee. (Lab. Code, § 2802.)

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

9 (a) Requiring Plaintiff and similarly situated employees the use of their personal cell
10 phone (including both telephone use and cellular data use) for work-related purposes - without
11 reimbursing Plaintiff and similarly situated employees for such use.

12 41. Moreover, Defendants employed policies and procedures which ensured Plaintiff and
13 aggrieved employees would not receive indemnification for their employment related expenses.
14 This practice resulted in Plaintiff and aggrieved employees not receiving such indemnification in
15 compliance with California law.

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

19 43. 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 44. **Failure to timely pay earned wages during employment:** In California, wages
24 must be paid at least twice during each calendar month on days designated in advance by the
25 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages earned
26 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
27 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
28 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll

1 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
2 calendar days following the close of the payroll period in which wages were earned. Labor Code
3 section 204(d).

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

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

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

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

26 49. **Failure to provide complete and accurate wage statements:** Labor Code section
27 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee
28 his or her wages, the employer must "furnish each of his or her employees ... an itemized statement

1 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any
2 employee whose compensation is solely based on a salary and who is exempt from payment of
3 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
4 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee
5 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders
6 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
7 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her
8 social security number, (8) the name and address of the legal entity that is the employer, and (9) all
9 applicable hourly rates in effect during the pay period and the corresponding number of hours
10 worked at each hourly rate by the employee.”

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

17 51. Plaintiff believes these failures were willful and intentional.

18 52. 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 53. **Failure to pay employees all wages due at time of termination/resignation:** An
22 employer is required to pay all unpaid wages timely after an employee’s employment ends. The
23 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
24 hours of resignation (Labor Code section 202).

25 54. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay
26 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all
27 their earned wages (including minimum wages, overtime wages, meal period premium wages,
28 and/or rest period premium wages), Defendants failed to pay those employees timely after each

employee's termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

55. Plaintiff believes these failures were willful and intentional.

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

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

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

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

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

a. For violations of Labor Code sections 201, 202, 203, 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)].

1 Labor Code, including but not limited to sections 210, 225.5, 226.3, 558, 2699(f);

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

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

6

7 Dated: October 15, 2025

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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By: /s/ Javad TahbazSalehi
Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Jeffrey D. Klein, Esq.
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Attorneys for Plaintiff
AKILAH BARNES, on behalf of herself and current
and former aggrieved employees

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