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COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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Attorneys for Plaintiff DANIELA GARIBAY,
on behalf of herself and current and former aggrieved employees

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

DANIELA GARIBAY, on behalf of herself and
current and former aggrieved employees

Plaintiff,

vs.

BDH LEARNING CENTER INC; and DOES 1 to
100, inclusive,

Defendants.

Case No.: CIVSB2533879

PAGA ACTION

**PLAINTIFF DANIELA GARIBAY'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff DANIELA GARIBAY ("Plaintiff"), who alleges and complains
against Defendants BDH LEARNING CENTER 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
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

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

14 **II. JURISDICTION AND VENUE**

15 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
16 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
17 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
18 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
19 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
20 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
21 aggrieved California-based hourly non-exempt employees occurred in locations throughout
22 California, including but not limited to San Bernardino County, at 11117 Sierra Avenue, Fontana,
23 CA 92337.

24 **III. PARTIES**

25 3. Plaintiff brings this action as a representative of the Labor and Workforce
26 Development Agency on behalf of herself and other current and former employees subject to
27 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
28 filed include current, former and/or future employees of Defendants who work, worked, or will work

1 for Defendants as direct employees as well as temporary employees employed through temp
2 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
3 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
4 Defendants in an hourly position at Defendants' location in San Bernadino County from in or around
5 October 2023 until on or about May 12, 2025.

6 4. Plaintiff is informed and believes and thereon alleges that Defendant BDH
7 LEARNING CENTER INC is authorized to do business within the State of California and is doing
8 business in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant
9 hereto were persons acting on behalf of Defendant BDH LEARNING CENTER INC in the
10 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
11 Defendant BDH LEARNING CENTER INC operates in San Bernadino County and employed
12 Plaintiff and aggrieved employees in San Bernadino County, including but not limited to, at 11117
13 Sierra Avenue, Fontana, CA 92337.

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

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

25 7. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
26 sues said defendants by said fictitious names, and will amend this complaint when the true names
27 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
28 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously

1 named defendants is in some manner responsible for the events and allegations set forth in this
2 complaint.

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

6 **FIRST CAUSE OF ACTION**

7 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
8 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

12 10. During Plaintiff's employment and continuing through the present, Plaintiff alleges
13 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1030, 1031,
14 1033, 1194, 1197, and the applicable Wage Orders.

15 11. Specifically, Defendants have committed the following violations of California
16 Labor Code:

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

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

26 14. In this case, Plaintiff and other current and former aggrieved California-based hourly
27 non-exempt employees worked more minutes per shift than Defendants credited them with having
28 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved

1 California-based hourly non-exempt employees all wages at the applicable minimum wage for all
2 hours worked due to Defendants' policies, practices, and/or procedures including, but not limited
3 to:

4 (a) Sometimes requiring Plaintiff and other current and former aggrieved California-
5 based hourly non-exempt employees to work through meal breaks due to lack of coverage coupled
6 Defendant's policies that children in their care could not be left alone at any time.

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

13 16. 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 17. **Failure to pay wages for overtime hours worked at the overtime rate of pay**
18 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of
19 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer
20 is required to pay hourly employees for all "hours worked," which includes all time that an employee
21 is under control of the employer and all time the employee is suffered and permitted to work. This
22 includes the time an employee spends, either directly or indirectly, performing services that inure to
23 the benefit of the employer.'

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

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

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.

Labor Code section 510.

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

(a) Sometimes requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to work through meal breaks due to lack of coverage coupled Defendant's policies that children in their care could not be left alone at any time.

20. 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).

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

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

23. California law requires an employer to authorize or permit an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of

1 all duties and the employer relinquishes control over the employee's activities prior to the
2 employee's sixth hour of work. Labor Code sections 226.7, 512, and 1198; Wage Order 4 at §11;
3 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ
4 an employee for a work period of more than ten (10) hours per day without providing the employee
5 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
6 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
7 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
8 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
9 of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

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

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

18 (a) Sometimes failing to provide Plaintiff and other current and former aggrieved
19 California-based hourly non-exempt employees with timely, uninterrupted, duty-free meal breaks
20 of at least 30 minutes for every five hours worked, as result of lack of coverage and Defendant's
21 policies that children in their care could not be left alone at any time.

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

27 27. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff and
28 other current and former aggrieved California-based hourly non-exempt employees not receiving

1 wages to compensate them for workdays during which Defendants did not provide them with meal
2 periods in compliance with California law.

3 28. Employee is further informed and believes, and based thereon alleges, that
4 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.
5 Employer would further be liable for civil penalties pursuant to Labor Code section
6 2699(f)(2)(B)(ii).

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

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

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

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

1 limited to:

2 (a) Sometimes failing to provide Plaintiff and other current and former aggrieved
3 California-based hourly non-exempt employees with net ten (10) minute rest breaks for every four
4 (4) hours worked or major fraction thereof, as result of lack of coverage and Defendant's policies
5 that children in their care could not be left alone at any time.

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

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

15 35. Employee is further informed and believes, and based thereon alleges, that
16 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.
17 Employer would further be liable for civil penalties pursuant to Labor Code section
18 2699(f)(2)(B)(ii).

19 36. **Failure to authorize and permit all legally required and legally compliant**
20 **lactation accommodation breaks and/or failure to pay lactation accommodation premiums:**
21 Defendants often employed non-exempt employees, including the named Plaintiff and other current
22 and former aggrieved California-based hourly non-exempt employees, who desired to express breast
23 milk for the employees' infant children.

24 37. California law requires every employer to provide a reasonable amount of break time
25 to accommodate an employee's desire to express breast milk for the employee's infant child each
26 time the employee needs to express milk. California law also requires that an employer provide an
27 employee with a room or location for the employee to express milk in private which shall:

28 38. not be a bathroom, shall be in close proximity to the employee's work area, shielded

1 from view and free from intrusion while the employee is expressing milk;

2 39. shall be safe, clean, and free of hazardous materials as defined in Labor Code section
3 6382;

4 40. shall contain a surface to place a breast pump and personal items;

5 41. shall contain a place to sit; and

6 42. shall have access to electricity or alternative devices, including, but not limited to,
7 extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

8 43. California law also requires the employer provide access to a sink with running water
9 and a refrigerator suitable for storing milk in close proximity to the employee's workspace or other
10 suitable cooling device if a refrigerator cannot be provided. If an employer fails to provide reasonable
11 break time or adequate space to express milk, the employer must pay the employee an additional
12 hour of pay at the employee's regular rate for each workday the adequate space or reasonable time
13 is not provided. (Lab. Code §§1033, subd. (a), 226.7, subd. (c).)

14 44. In this case, Plaintiff and other current and former aggrieved California-based hourly
15 non-exempt employees of Defendants sought to express breast milk for the employees' infant
16 children; however, Defendants employed policies, practices, and/or procedures or lack of such
17 policies, practices, and/or procedures which resulted in its failure to provide Plaintiff and other
18 current and former aggrieved California-based hourly non-exempt employees with reasonable break
19 time for lactation or a room which complied with the requirements of California law, including but
20 not limited to, the room not being private and shielded from view or free from intrusion while the
21 employee is expressing milk. For example, the rooms where Plaintiff and other current and former
22 aggrieved California-based hourly non-exempt employees were permitted to express milk had
23 cameras which the employees using the space for lactation were not permitted to cover up and which
24 other employees were permitted to enter the rooms while Plaintiff and other current and former
25 aggrieved California-based hourly non-exempt employees were expressing milk.

26 45. Additionally, Defendants failed to pay Plaintiff and other current and former
27 aggrieved California-based hourly non-exempt employees an additional hour of pay at their regular
28 rate of compensation for each workday the employees did not receive all legally required and

1 compliant lactation periods, i.e., legally compliant time or space. Defendants employed policies and
2 procedures which ensured that employees did not receive any lactation period premium wages to
3 compensate them for workdays in which they did not receive all legally required and compliant
4 lactation periods.

5 46. The aforementioned policies, practices, and/or procedures of Defendants resulted in
6 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees not
7 being provided with all legally required and compliant lactation periods and/or not receiving
8 premium wages to compensate them for such instances, all in violation of California law.

9 47. Pursuant to the applicable Industrial Welfare Commission (“IWC”) Wage Order
10 (“Wage Order”), codified at California Code of Regulations, title 8, section 11050, Defendants are
11 employers of Plaintiff within the meaning of Wage Order 4 and applicable Labor Code sections.
12 Therefore, each of these Defendants is jointly and severally liable for the wrongs complained of
13 herein in violation of the Wage Order and the Labor Code.

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

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

1 wages within the applicable time frames outlined in Labor Code section 204.

2 50. 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 51. **Secret payment of lower wages than designated by statute:** Labor Code section
6 223 provides that, where any statute or contract requires an employer to maintain the designated
7 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
8 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
9 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
10 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
11 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
12 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while
13 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

14 52. Plaintiff also believes these failures were 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 53. **Failure to provide complete and accurate wage statements:** Labor Code section
18 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee
19 his or her wages, the employer must "furnish each of his or her employees ... an itemized statement
20 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any
21 employee whose compensation is solely based on a salary and who is exempt from payment of
22 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
23 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee
24 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders
25 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
26 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her
27 social security number, (8) the name and address of the legal entity that is the employer, and (9) all
28 applicable hourly rates in effect during the pay period and the corresponding number of hours

1 worked at each hourly rate by the employee.”

2 54. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
3 and other current and former aggrieved California-based hourly non-exempt employees all wages
4 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period
5 premium wages) rendered Plaintiff’s and other current and former aggrieved California-based
6 hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code section
7 226(a)(1, 2, 5 & 9).

8 55. Plaintiff believes these failures were willful and intentional.

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

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

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

21 59. Plaintiff believes these failures were willful and intentional.

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

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

1 62. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
2 section 2699.3. On August 1, 2025, Plaintiff filed a PAGA Claim Notice with the LWDA and
3 provided notice to Defendants by certified mail which provided notice of the specific provisions of
4 the Labor Code alleged to have been violated, including the facts and theories to support the
5 violations alleged.

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

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

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

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

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

28 d. For violations of Labor Code section 204, one hundred dollars (\$100) for

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

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

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

12 **PRAYER FOR RELIEF**

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

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

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

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

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

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

1 Dated: November 18, 2025

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP



By:

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DANIELA GARIBAY, on behalf of herself and
current and former aggrieved employees

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