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9 Attorneys for Plaintiff JOSEPH CLARK,
on behalf of himself and current and former aggrieved employees

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SANTA CLARA**

13 JOSEPH CLARK, on behalf of himself and current
14 and former aggrieved employees

15 Plaintiff,

16 vs.

17 NICKEL GROUP CA, INC.; and DOES 1 to 100,
18 inclusive,

19 Defendants.

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Clerk of Court
Superior Court of CA,
County of Santa Clara
25CV482674
Reviewed By: J. Nguyen

Case No.: 25CV482674

PAGA ACTION

**PLAINTIFF JOSEPH CLARK'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff JOSEPH CLARK (“Plaintiff”), who alleges and complains against Defendants NICKEL GROUP CA, 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, 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 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; statutory penalties for failure to timely pay earned wages during employment; statutory penalties for secret payment of wages lower than designated by statute; Failure to Establish, Implement, and Maintain a Workplace Violence and Injury Prevention Program; statutory penalties for failure to provide accurate wage statements; statutory waiting time penalties in the form of continuation wages for failure to timely pay employees all wages due upon separation of employment. Plaintiff experienced these violations personally, as well as is informed and believes other aggrieved employees did as well. Plaintiff seeks on a representative basis, following notice to the Labor and Workforce Development Agency, civil penalties, reasonable attorneys’ fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over the claims of Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees because Plaintiff’s lawsuit seeks civil penalties on behalf of herself, all other current and former aggrieved California-based hourly non-exempt employees, and the State of California in excess of twenty-five thousand dollars (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-

1 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
2 aggrieved California-based hourly non-exempt employees occurred in locations throughout
3 California, including but not limited to Santa Clara County, at 670 Nuttman Street #108 Santa Clara,
4 CA 95054.

5 **III. PARTIES**

6 1. Plaintiff brings this action as a representative of the Labor and Workforce
7 Development Agency on behalf of himself and other current and former employees subject to
8 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
9 filed include current, former and/or future employees of Defendants who work, worked, or will work
10 for Defendants as direct employees as well as temporary employees employed through temp
11 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
12 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
13 Defendants in an hourly position at Defendants' location in Santa Clara County from in or around
14 December 23, 2024, until on or about June 3, 2025.

15 2. Plaintiff is informed and believes and thereon alleges that Defendant NICKEL
16 GROUP CA, INC. is authorized to do business within the State of California and is doing business
17 in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto
18 were persons acting on behalf of Defendant NICKEL GROUP CA, INC. in the establishment of, or
19 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant NICKEL
20 GROUP CA, INC. operates in Santa Clara County and employed Plaintiff and aggrieved employees
21 in Santa Clara County, including but not limited to, at 670 Nuttman Street #108 Santa Clara, CA
22 95054.

23 3. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
24 through 50 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 4. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51

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 5. 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 6. 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 7. Plaintiff incorporates all paragraphs above as though fully set forth herein.

21 8. 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 6401.7, 6401.9 and the applicable Wage Orders.

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

26 10. **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 11. 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 12. 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) Sometimes requiring Plaintiff and other current and former aggrieved California-
14 based hourly non-exempt employees to remain on-duty during their off-the-clock meal breaks due
15 to Defendants’ requirement that Plaintiff and other current and former aggrieved California-based
16 hourly non-exempt employees keep their cell phone on them and monitored at all times during their
17 shift including during off-the-clock meal breaks so they can be contacted by Defendants at any time
18 during their shift.

19 (b) Sometimes requiring Plaintiff and other current and former aggrieved California-
20 based hourly non-exempt employees to use their personal cellphones to monitor group chat for
21 work-related issues with Defendants while Plaintiff and other current and former aggrieved
22 California-based hourly non-exempt employees were off-the-clock.

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

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

5 15. **Failure to pay wages for overtime hours worked at the overtime rate of pay**
6 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of
7 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer
8 is required to pay hourly employees for all "hours worked," which includes all time that an employee
9 is under control of the employer and all time the employee is suffered and permitted to work. This
10 includes the time an employee spends, either directly or indirectly, performing services that inure to
11 the benefit of the employer.'

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

15 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
16 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
17 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
18 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
19 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.

20 Labor Code section 510.

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

24 (a) Sometimes requiring Plaintiff and other current and former aggrieved California-
25 based hourly non-exempt employees to remain on-duty during their off-the-clock meal breaks due
26 to Defendants' requirement that Plaintiff and other current and former aggrieved California-based
27 hourly non-exempt employees keep their cell phone on them and monitored at all times during their
28 shift including during off-the-clock meal breaks so they can be contacted by Defendants at any time

1 during their shift.

2 (b) Sometimes requiring Plaintiff and other current and former aggrieved California-
3 based hourly non-exempt employees to use their personal cellphones to monitor group chat for
4 work-related issues with Defendants while Plaintiff and other current and former aggrieved
5 California-based hourly non-exempt employees were off-the-clock.

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

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

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

23 21. California law requires an employer to authorize or permit an employee an
24 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
25 all duties and the employer relinquishes control over the employee's activities prior to the
26 employee's sixth hour of work. Labor Code sections 226.7, 512, and 1198; Wage Order 4 at §11;
27 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ
28 an employee for a work period of more than ten (10) hours per day without providing the employee

1 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
2 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
3 shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal
4 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
5 of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

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

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

14 (a) Sometimes failing to provide Plaintiff and other current and former aggrieved
15 California-based hourly non-exempt employees who worked single guard posts with timely,
16 uninterrupted, duty-free meal breaks of at least 30 minutes because no other guard was available to
17 relieve them of their work duties during meal breaks.

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

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

27 26. Employee is further informed and believes, and based thereon alleges, that
28 Employer’s conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.

1 Employer would further be liable for civil penalties pursuant to Labor Code section
2 2699(f)(2)(B)(ii).

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

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

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

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

26 (a) Sometimes failing to provide Plaintiff and other current and former aggrieved
27 California-based hourly non-exempt employees who worked single guard posts with net ten (10)
28 minute rest breaks because no other guard was available to relieve them of their work duties during

1 rest breaks.

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

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

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

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

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

1 other current and former aggrieved California-based hourly non-exempt employees' their earned
2 wages within the applicable time frames outlined in Labor Code section 204.

3 36. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
4 Employer would further be liable for civil penalties pursuant to Labor Code section
5 2699(f)(2)(B)(ii).

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

15 38. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
16 Employer would further be liable for civil penalties pursuant to Labor Code section
17 2699(f)(2)(B)(ii).

18 39. **Failure to Implement a Workplace Violence Prevention Policy:** Labor Code
19 Sections 6401.7 and 6401.9 require Defendants to develop and implement a workplace violence
20 prevention plan in accordance with newly codified Labor code section 6401.9, which sets out the
21 requirements for the plan. Starting July 1, 2024, Defendants were required to establish, implement,
22 and maintain a Workplace Violence Prevention Plan that includes: 1) implementation of a
23 Workplace Violence Prevention Plan; 2) maintaining a violence incidence log; 3) providing a
24 training program to discuss a prevent workplace violence; and 4) maintain records relating to
25 workplace violence which includes, records of workplace violence hazard identification,
26 evaluations, and correction must be created and maintained for a minimum of five years; training
27 records must be created and maintained; incident logs; and records of workplace violence incident
28 investigations must be maintained.

1 40. Defendants willfully failed to implement a Workplace violence Prevention Policy
2 starting on or about July 1, 2024. Plaintiff and other Aggrieved Employees are entitled to recover
3 penalties up to \$25,000 for each serious violation, and up to \$124,709 (to be adjusted based on the
4 Consumer Price Index for All Urban Consumers) for “willful violations.” See Labor Code Sections
5 6401.7, 6401.9, 6428, and 6429.

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

19 42. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
20 and other current and former aggrieved California-based hourly non-exempt employees all wages
21 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period
22 premium wages) rendered Plaintiff’s and other current and former aggrieved California-based
23 hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code section
24 226(a)(1, 2, 5 & 9).

25 43. Plaintiff believes these failures were willful and intentional.

26 44. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
27 Employer would further be liable for civil penalties pursuant to Labor Code section
28 2699(f)(2)(B)(ii).

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

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

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

11 48. 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 49. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee,
15 on behalf of himself or herself and other current or former employees, to bring a civil action to
16 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code
17 section 2699.3.

18 50. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
19 section 2699.3. On September 10, 2025, Plaintiff filed a PAGA Claim Notice with the LWDA and
20 provided notice to Defendants by certified mail which provided notice of the specific provisions of
21 the Labor Code alleged to have been violated, including the facts and theories to support the
22 violations alleged.

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

28 52. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil

1 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
2 510, 512, and 1194, During Plaintiff's employment and continuing through the present, preceding
3 Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following
4 amounts:

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

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

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

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

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

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

PRAYER FOR RELIEF

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

ON THE FIRST CAUSE OF ACTION:

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

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

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

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

Dated: December 18, 2025

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By:



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Vincent C. Granberry, Esq.
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JOSEPH CLARK,
on behalf of himself and current and former
aggrieved employees