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Superior Court of California,
County of Alameda

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Attorneys for Plaintiff ANTHONY VILLA,
on behalf of himself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

ANTHONY VILLA, on behalf of himself and
current and former aggrieved employees

Plaintiff,

vs.

C&W FACILITY SERVICES, INC.; CUSHMAN
& WAKEFIELD U.S., INC.; CUSHMAN &
WAKEFIELD OF CALIFORNIA, INC.;
CUSHMAN & WAKEFIELD WESTERN, INC.;
and DOES 1 to 100, inclusive,

Defendants.

Case No.: **26CV176504**

PAGA ACTION

**PLAINTIFF ANTHONY VILLA'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff ANTHONY VILLA ("Plaintiff"), who alleges and complains
against Defendants C&W FACILITY SERVICES, INC.; CUSHMAN & WAKEFIELD U.S., INC.;
CUSHMAN & WAKEFIELD OF CALIFORNIA, INC.; CUSHMAN & WAKEFIELD
WESTERN, 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

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 timely pay earned wages during employment; statutory
9 penalties for failure to provide accurate wage statements; statutory waiting time penalties in the
10 form of continuation wages for failure to timely pay employees all wages due upon separation of
11 employment. . Plaintiff experienced these violations personally, as well as is informed and believes
12 other aggrieved employees did as well. Plaintiff seeks on a representative basis, following notice
13 to the Labor and Workforce Development Agency, civil penalties, reasonable attorneys' fees
14 pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of
15 California, and others aggrieved.

16 **II. JURISDICTION AND VENUE**

17 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
18 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
19 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
20 non-exempt employees, and the State of California in excess of thirty-five thousand dollars
21 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-
22 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
23 aggrieved California-based hourly non-exempt employees occurred in locations throughout
24 California, including but not limited to Alameda County, at 5000 Hopyard Rd., Ste. 318, Pleasanton,
25 CA 94588.

26 **III. PARTIES**

27 1. Plaintiff brings this action as a representative of the Labor and Workforce
28 Development Agency on behalf of himself and other current and former employees subject to

1 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
2 filed include current, former and/or future employees of Defendants who work, worked, or will work
3 for Defendants as direct employees as well as temporary employees employed through temp
4 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
5 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
6 Defendants in an hourly position at Defendants' location in Alameda County from in or around June
7 16, 2025, through the present.

8 2. Plaintiff is informed and believes and thereon alleges that Defendant C&W
9 FACILITY SERVICES, INC. is authorized to do business within the State of California and is doing
10 business in the State of California and/or that Defendants DOES 1-20 are, and at all times relevant
11 hereto were persons acting on behalf of Defendant C&W FACILITY SERVICES, INC. in the
12 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
13 Defendant C&W FACILITY SERVICES, INC. operates in Alameda County and employed Plaintiff
14 and aggrieved employees in Alameda County, including but not limited to, at 5000 Hopyard Rd.,
15 Ste. 318, Pleasanton, CA 94588.

16 3. Plaintiff is informed and believes and thereon alleges that Defendant CUSHMAN &
17 WAKEFIELD U.S., INC. is authorized to do business within the State of California and is doing
18 business in the State of California and/or that Defendants DOES 21-40 are, and at all times relevant
19 hereto were persons acting on behalf of Defendant CUSHMAN & WAKEFIELD U.S., INC. in the
20 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
21 Defendant CUSHMAN & WAKEFIELD U.S., INC. operates in Alameda County and employed
22 Plaintiff and aggrieved employees in Alameda County, including but not limited to, at 5000 Hopyard
23 Rd., Ste. 318, Pleasanton, CA 94588.

24 4. Plaintiff is informed and believes and thereon alleges that Defendant CUSHMAN &
25 WAKEFIELD OF CALIFORNIA, INC. is authorized to do business within the State of California
26 and is doing business in the State of California and/or that Defendants DOES 41-60 are, and at all
27 times relevant hereto were persons acting on behalf of Defendant CUSHMAN & WAKEFIELD OF
28 CALIFORNIA, INC. in the establishment of, or ratification of, the aforementioned illegal wage and

1 hour practices or policies. Defendant CUSHMAN & WAKEFIELD OF CALIFORNIA, INC.
2 operates in Alameda County and employed Plaintiff and aggrieved employees in Alameda County,
3 including but not limited to, at 5000 Hopyard Rd., Ste. 318, Pleasanton, CA 94588.

4 5. Plaintiff is informed and believes and thereon alleges that Defendant CUSHMAN &
5 WAKEFIELD WESTERN, INC. is authorized to do business within the State of California and is
6 doing business in the State of California and/or that Defendants DOES 61-80 are, and at all times
7 relevant hereto were persons acting on behalf of Defendant CUSHMAN & WAKEFIELD
8 WESTERN, INC. in the establishment of, or ratification of, the aforementioned illegal wage and
9 hour practices or policies. Defendant CUSHMAN & WAKEFIELD WESTERN, INC. operates in
10 Alameda County and employed Plaintiff and aggrieved employees in Alameda County, including
11 but not limited to, at 5000 Hopyard Rd., Ste. 318, Pleasanton, CA 94588.

12 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
13 through 80 are corporations, or are other business entities or organizations of a nature unknown to
14 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
15 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and working
16 conditions of employment of Plaintiff and aggrieved employees.

17 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 81
18 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
19 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
20 supervisor, independent contractor and/or employee of each defendant who violated or caused to be
21 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the
22 Industrial Welfare Commission's wage orders regulating hours and days of work.

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

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

FIRST CAUSE OF ACTION

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

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

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

11. During Plaintiff's employment and continuing through the present, Plaintiff alleges Defendants violated Labor Code sections 204, 223, 226.7, 510, 512, 1194, 1197, 2802, and the applicable Wage Orders.

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

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

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

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

1 to:

2 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
3 non-exempt employees to participate in off-the-clock trainings without being paid for this time.

4 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
5 non-exempt employees to travel from their workstation to a designated area during their off-the-
6 clock meal breaks. Defendants did not elongate or otherwise extend Plaintiff and other current and
7 former aggrieved California-based hourly non-exempt employees meal period times to account for
8 travel time between their workstations and the designated break area resulting in meal periods less
9 than 30-minutes.

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

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

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

27 19. Labor Code sections 510 and 1194 require an employer to compensate employees a
28 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty (40)

1 hours in a workweek, and on any seventh consecutive day of work in a workweek:

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

10 Labor Code section 510.

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

14 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
15 non-exempt employees to participate in off-the-clock trainings without being paid for this time.

16 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
17 non-exempt employees to travel from their workstation to a designated area during their off-the-
18 clock meal breaks. Defendants did not elongate or otherwise extend Plaintiff and other current and
19 former aggrieved California-based hourly non-exempt employees meal period times to account for
20 travel time between their workstations and the designated break area resulting in meal periods less
21 than 30-minutes.

22 21. 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 22. Furthermore, overtime is based upon an employee's regular rate of pay. "The regular
27 rate at which an employee is employed shall be deemed to include all remuneration for employment
28 paid to, or on behalf, of the employee." See Division of Labor Standards Enforcement –
Enforcement Policies and Interpretations Manual, Section 49.1.2.

29 23. In this case, Plaintiff alleges that when he and other current and former aggrieved
California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay

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

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

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

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

1 of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

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

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

10 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
11 non-exempt employees to travel from their workstation to a designated area during their off-the-
12 clock meal breaks. Defendants did not elongate or otherwise extend Plaintiff and other current and
13 former aggrieved California-based hourly non-exempt employees' meal period times to account for
14 travel time between their workstations and the designated break area resulting in meal periods less
15 than 30-minutes.

16 (b) Failing to provide Plaintiff and other current and former aggrieved California-based
17 hourly non-exempt employees with a second uninterrupted duty-free meal period of no less than
18 thirty (30) minutes for each workday that Plaintiff and other current and former aggrieved
19 California-based hourly non-exempt employees work shifts over ten (10) hours.

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

25 30. Finally, on occasions when Defendants paid Plaintiff and other current and former
26 aggrieved California-based hourly non-exempt employees a "premium" wage for late, missed, short,
27 on-premise, on-duty, and/or interrupted meal periods, Defendants failed to pay the one (1) additional
28 hour of pay at Plaintiff's and other current and former aggrieved California-based hourly non-

1 exempt employees' regular rate of compensation. Specifically, Defendants maintained a policy,
2 practice, and/or procedure of failing to include all remuneration such bonus pay, for example, when
3 calculating Plaintiff's and other current and former aggrieved California-based hourly non-exempt
4 employees' regular rate of pay for the purpose of paying meal period premium wages.

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

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

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

17 34. California law requires every employer to authorize and permit an employee a rest
18 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
19 section 226.7; Wage Order 4at §12. Under California law, "[e]mployees are entitled to 10 minutes'
20 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
21 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker*
22 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7;
23 Wage Order 4at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.
24 Wage Order 4at §12. Additionally, the rest period requirement "“obligates employers to permit –
25 and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*
26 (2016) 2 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
27 duties and relinquish control over how employees spend their time. *Id.*

28 35. If the employer fails to authorize or permit a required rest period, the employer must

1 pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the
2 employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage
3 Order 4at § 12.

4 36. In this case, Defendants failed to authorize or permit all legally required and
5 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
6 non-exempt employees due to Defendants' policies, practices, and/or procedures including, but not
7 limited to:

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

11 (b) Failing to provide Plaintiff and other current and former aggrieved California-based
12 hourly non-exempt employees with a third uninterrupted duty-free rest period of no less than ten
13 (10) net minutes on each workday that Plaintiff and other current and former aggrieved California-
14 based hourly non-exempt employees work shifts over ten (10) hours.

15 37. 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 with one (1) hour of pay at their regular rate of pay for each workday
18 they did not receive legally required and compliant rest periods, in violation of Labor Code section
19 226.7.

20 38. Finally, on occasions when Defendants did pay 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 rest 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 bonus pay, for example, when
26 calculating Plaintiff's and other current and former aggrieved California-based hourly non-exempt
27 employees' regular rate of pay for the purpose of paying rest period premiums.

28 39. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff and

1 other current and former aggrieved California-based hourly non-exempt employees not receiving
2 wages to compensate them for workdays in which Defendants did not provide them with rest periods
3 in compliance with California law.

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

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

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

17 (a) requiring Plaintiff and other current and former aggrieved California-based non-
18 exempt hourly employees to use or purchase their own tools and/or resources in order to work for
19 Defendants, including but not limited to personal cell phone usage for work-related purposes -
20 without reimbursing Plaintiff and other current and former aggrieved California-based non-exempt
21 hourly employees for such use.

22 43. Moreover, Defendants employed policies and procedures which ensured Plaintiff and
23 aggrieved employees would not receive indemnification for their employment related expenses.
24 This practice resulted in Plaintiff and aggrieved employees not receiving such indemnification in
25 compliance with California law.

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

1 45. 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 46. **Failure to timely pay earned wages during employment:** In California, wages
6 must be paid at least twice during each calendar month on days designated in advance by the
7 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages earned
8 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
9 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
10 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll
11 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
12 calendar days following the close of the payroll period in which wages were earned. Labor Code
13 section 204(d).

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

21 48. Plaintiff also believes these failures were 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 49. **Secret payment of lower wages than designated by statute:** Labor Code section
25 223 provides that, where any statute or contract requires an employer to maintain the designated
26 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
27 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
28 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful

1 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
2 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
3 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while
4 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

5 50. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
6 Employer would further be liable for civil penalties pursuant to Labor Code section
7 2699(f)(2)(B)(ii).

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

12 52. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
13 section 2699.3. On October 31, 2025, Plaintiff filed a PAGA Claim Notice with the LWDA and
14 provided notice to Defendants by certified mail which provided notice of the specific provisions of
15 the Labor Code alleged to have been violated, including the facts and theories to support the
16 violations alleged.

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

22 54. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
23 penalties for Defendants' violations of Labor Code sections 204, 223, 226.7, 246, 510, 512, and
24 1194, During Plaintiff's employment and continuing through the present, preceding Plaintiff
25 sending the initial PAGA Claim Notice to the LWDA to the present, in the following amounts:

26 a. For violations of Labor Code sections 226.7, and 2802; one hundred dollars
27 (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars
28 (\$200) for each aggrieved employee per pay period for each subsequent violation [penalty amounts

established by Labor Code section 2699(f)(2)].

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

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

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

55. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of 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

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

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4 Dated: March 17, 2026

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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6 By: 
7 _____
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14 on behalf of himself and current and former
15 aggrieved employees
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