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on behalf of herself and current and former aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

DIXIE HESLOP, on behalf of herself and current
and former aggrieved employees

Plaintiff,

vs.

U-HAUL CO. OF CALIFORNIA; U-HAUL
HOLDING COMPANY; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: 30-2025-01534773-CU-OE-CXC

PAGA ACTION

Judge Layne H. Melzer

CX-102

**PLAINTIFF DIXIE HESLOP'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff DIXIE HESLOP ("Plaintiff"), who alleges and complains against
Defendants U-HAUL CO. OF CALIFORNIA; U-HAUL HOLDING COMPANY; 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 overtime hours worked at the overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages; indemnification for all necessary expenditures or losses incurred by employees in direct consequence of discharging their duties; statutory penalties for failure to timely pay earned wages during employment; statutory penalties for failure to provide accurate wage statements; statutory waiting time penalties in the form of continuation wages for failure to timely pay employees all wages due upon separation of employment. . Plaintiff 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 thirty-five thousand dollars (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees occurred in locations throughout California, including but not limited to Orange County, at 920 W Commonwealth Ave., Fullerton, CA 92832.

III. PARTIES

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

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 Orange County from in or around June
5 of 1991 until on or about January 14, 2025.

6 2. Plaintiff is informed and believes and thereon alleges that Defendant U-HAUL CO.
7 OF CALIFORNIA is authorized to do business within the State of California and is doing business
8 in the State of California and/or that Defendants DOES 1-33 are, and at all times relevant hereto
9 were persons acting on behalf of Defendant U-HAUL CO. OF CALIFORNIA in the establishment
10 of, or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant U-
11 HAUL CO. OF CALIFORNIA operates in Orange County and employed Plaintiff and aggrieved
12 employees in Orange County, including but not limited to, at 920 W Commonwealth Ave.,
13 Fullerton, CA 92832.

14 3. Plaintiff is informed and believes and thereon alleges that Defendant U-HAUL
15 HOLDING COMPANY is authorized to do business within the State of California and is doing
16 business in the State of California and/or that Defendants DOES 34-66 are, and at all times relevant
17 hereto were persons acting on behalf of Defendant U-HAUL HOLDING COMPANY in the
18 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
19 Defendant U-HAUL HOLDING COMPANY operates in Orange County and employed Plaintiff
20 and aggrieved employees in Orange County, including but not limited to, at 920 W Commonwealth
21 Ave., Fullerton, CA 92832.

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

27 5. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
28 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued

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

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

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

14 **FIRST CAUSE OF ACTION**

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

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

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

20 9. During Plaintiff's employment and continuing through the present, Plaintiff alleges
21 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1197,
22 1198, 2802, and the applicable Wage Orders.

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

25 11. **Defendants Misclassified Plaintiff and aggrieved California non-exempt hourly**
26 **Traffic Control Manager and other positions as exempt employees:** Defendants employed and
27 misclassified Traffic Control Managers such as Plaintiff and other similar positions in California as
28 exempt from overtime, meal and rest periods, from in or around the period beginning one-year

1 period preceding the sending of the initial notice to the LWDA to the present.

2 12. Throughout the relevant time period, Defendants classified current and former
3 aggrieved California non-exempt hourly employees solely for the purposes of avoiding the
4 requirements of the California Labor Code as it pertains to the payment of working conditions of
5 hourly employees.

6 13. Plaintiff and current and former California Traffic Control Managers and other
7 misclassified managers did/do not primarily engage in duties which involve customarily or regularly
8 exercising discretion and independent judgement, and/or perform work under general supervision.

9 14. Instead, Plaintiff and current and former California Traffic Control Managers and
10 other misclassified managers spent/spend most of their shift filling in for non-exempt employees
11 and/or performing non-exempt duties, including but not limited to, taking, coordinating, confirming
12 and filling customer reservations and processing equipment rentals and returns, answering phones,
13 customer service, communicating with other U Haul stores, performing daily, weekly and monthly
14 reports within defined parameters, distributing equipment pursuant to reports, preparing forms,
15 coordinating deliveries, and coordinating recovery of equipment. Nevertheless, Defendants
16 misclassify Plaintiff and current and former California Traffic Control Managers and other
17 misclassified managers as exempt employees.

18 15. On information and belief, Defendants continue misclassifying their Traffic Control
19 Managers and other misclassified managers as exempt and paying their Traffic Control Managers
20 and other misclassified managers with salaries rather than on an hourly basis, despite Defendants
21 continuing to require their Traffic Control Managers and other misclassified managers to spend most
22 of their shift filling in for non-exempt employees and/or performing non-exempt duties.

23 16. As a result of Defendants misclassifying their Traffic Control Managers and other
24 misclassified managers as exempt employees in the one (1) year prior to this letter through the
25 present, Plaintiff alleges, on information and belief, that current and former aggrieved California
26 Traffic Control Managers and other misclassified managers were not paid with compensation at the
27 overtime rate of pay for all the overtime hours that they worked; were not authorized or permitted
28 to take all legally required and compliant meal periods and/or paid proper meal period premiums;

1 were not authorized or permitted to take all legally required and compliant rest periods and/or paid
2 proper rest period premiums; were not timely paid their earned wages during their employment;
3 were not provided with complete and accurate wage statements; and were not timely paid their final
4 pay upon separation of employment.

5 17. **For overtime hours worked at the overtime rate of pay and/or failure to pay**
6 **overtime wages at the proper rate of pay:** Defendants misclassified many of their employees,
7 including Plaintiff, as exempt from overtime, meal and rest breaks. In California, an employer is
8 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 18. Labor Code sections 510 and 1194 and Wage Order 9 require an employer to
13 compensate employees at a higher rate of pay for hours worked in excess of eight (8) hours in a
14 workday, in excess of forty (40) hours in a workweek, and on any seventh consecutive day of work
15 in a workweek:

16 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
17 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
18 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
19 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
20 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.

21 Labor Code section 510

22 19. During the period beginning one-year preceding the sending of the initial notice to
23 the LWDA to the present, Defendants implemented policies and procedures which misclassify
24 Traffic Control Managers and other positions, when, in fact, they should have been classified as
25 non-exempt and, therefore, fail to provide California Traffic Control Managers and other
26 misclassified managers, who were actually non-exempt, with overtime wages for the overtime hours
27 that they worked at their overtime rate.

28 20. During the period beginning one-year period preceding the sending of the initial

1 notice to the LWDA, Defendants employed policies and procedures which misclassified Traffic
2 Control Manager and other positions as exempt when, in fact, they should have been classified as
3 non-exempt and, therefore failed to provide California Traffic Managers and other misclassified
4 managers, who were actually non-exempt, with wages at the applicable minimum wage rate and/or
5 overtime rate for all the time they actually worked. Defendants operate locations in California,
6 including but not limited to locations in the city of Fullerton.

7 21. Defendants' policies, practices, and procedures compensated Plaintiff and other
8 current and former California-based Traffic Control Managers and other misclassified managers
9 who were misclassified as exempt at their set salaried rate regardless of the number of hours worked.

10 22. As a result of these policies, Defendants failed to compensate Plaintiff and other
11 current and former California-based Traffic Control Managers and other misclassified managers
12 who were misclassified as exempt at an overtime rate for all overtime hours worked when the
13 employees had already worked in excess of 8, up to 12 hours in a workday, over 40 hours in a
14 workweek, up to 8 hours on any seventh consecutive day in a workweek, hours worked in excess of
15 12 hours in a workday, or over 8 hours on any seventh consecutive day in a workweek.

16 23. Defendant's policies and procedures were applied to current and former California-
17 based Traffic Control Managers and other misclassified managers who were misclassified from in
18 or around the beginning one-year period preceding the sending of the initial notice to the LWDA to
19 the present and resulted in non-exempt employee working time which was not compensated any
20 wages in violation of Labor Code 510, 1194, 1197, 1198 and the Wage Order.

21 24. **Failure to authorize or permit all legally required and compliant meal periods**
22 **and/or failure to pay meal period premium wages:** Defendants often employed misclassified
23 employees, including the named Plaintiff and other aggrieved employees, for shifts longer than five
24 (5) hours in length and shifts of more than ten (10) hours in length.

25 25. California law requires an employer to authorize or permit an uninterrupted meal
26 period of no less than thirty (30) minutes no later than the end of the employee's fifth hour of work
27 and a second meal period no later than the employee's tenth hour of work. Labor Code sections
28 226.7, 512, and 1198; Wage Order 9 at § 11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53

1 Cal.4th 1004. If the employee is not relieved of all duty during a meal period, the meal period shall
2 be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal period
3 is only permitted when: (1) the nature of the work prevents an employee from being relieved of all
4 duty; and (2) the parties have a written agreement agreeing to on-duty meal periods. If the employee
5 is not free to leave the work premises or worksite during the meal period, even if the employee is
6 relieved of all other duty during the meal period, the employee is subject to the employer’s control
7 and the meal period is counted as time worked. If an employer fails to provide an employee a meal
8 period in accordance with the law, the employer must pay the employee one (1) hour of pay at the
9 employee’s regular rate of pay for each workday that a legally required and compliant meal period
10 was not provided. Labor Code section 226.7; Wage Order 9, §11.

11 26. In this case, Defendants failed to authorize or permit legally required and compliant
12 meal periods to Plaintiff and other aggrieved employees due to Defendants’ policies, practices,
13 and/or procedures, including but not limited to:

14 (a) Failing to provide Plaintiff and other current and former aggrieved employees timely,
15 uninterrupted, duty-free meal breaks of at least thirty (30) minutes for every five hours worked.

16 (b) Failing to provide Plaintiff and other current and former aggrieved employees a
17 second uninterrupted duty-free meal period of at least thirty (30) minutes for each workday that
18 Plaintiff and similarly situated employees work shifts over ten (10) hours.

19 27. Additionally, Defendants failed to pay Plaintiff and other current and former
20 aggrieved employees a meal period premium wage of one (1) additional hour of pay at their regular
21 rate of compensation for each workday the employees did not receive all legally required and
22 compliant meal periods. Defendants employed policies and procedures which ensured that
23 employees did not receive any meal period premium wages to compensate them for workdays in
24 which they did not receive all legally required and compliant meal periods, in violation of Labor
25 Code section 226.7 and Wage Order 9 section 11.

26 28. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff and
27 other current and former aggrieved employees not receiving wages to compensate them for
28 workdays during which Defendants did not provide them with meal periods in compliance with

1 California law.

2 29. Employee is further informed and believes, and based thereon alleges, that
3 Employer's conduct above that gave rise to such violations was 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 30. **Failure to authorize and permit all legally required and compliant rest periods**
7 **and/or failure to pay rest period premium:** Defendants often employed misclassified employees,
8 including the named Plaintiff and other aggrieved employees, for shifts of at least three-and-a-half
9 (3.5) hours.

10 31. California law requires every employer to authorize and permit an employee a rest
11 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
12 section 226.7; Wage Order 9 at §12. If the employer fails to authorize or permit a required rest
13 period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of
14 pay for each workday the employer did not authorize or permit a legally required rest period. *Id.*
15 Under California law, "[e]mployees are entitled to 10 minutes' rest for shifts from three and one-
16 half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes
17 for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v. Sup. Ct.*
18 *(Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7; Wage Order 9 at §12. Rest
19 periods, insofar as practicable, shall be in the middle of each work period. Wage Order 9 at §12.
20 Additionally, the rest period requirement ""obligates employers to permit – and authorizes
21 employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th
22 257, 269. That is, during rest periods employers must relieve employees of all duties and relinquish
23 control over how employees spend their time. *Id.*

24 32. In this case, Plaintiff and other current and former aggrieved employees regularly
25 worked shifts of more than three-and-a-half (3.5) hours. Nevertheless, Defendants employed
26 policies, practices, and/or procedures that resulted in their failure to authorize or permit all legally
27 required and compliant rest periods to Plaintiff and other current and former aggrieved employees.
28 Such policies, practices, and/or procedures including, but not limited to:

1 (a) Failing to provide Plaintiff and other current and former aggrieved employees with
2 net ten (10) minute rest breaks for every four (4) hours worked or major fraction thereof.

3 33. Additionally, Defendants failed to pay Plaintiff and other current and former
4 aggrieved employees a rest period premium wage of one (1) additional hour of pay at their regular
5 rate of compensation for each workday the employees did not receive all legally required and
6 compliant rest periods. Defendants employed policies and procedures which ensured that employees
7 did not receive any rest period premium wages to compensate them for workdays in which they did
8 not receive all legally required and compliant rest periods, in violation of Labor Code section 226.7
9 and Wage Order 9 section 12.

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

14 35. Employee is further informed and believes, and based thereon alleges, that
15 Employer's conduct above that gave rise to such violations was 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 36. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**
19 **Employment:** California law requires that every employer must indemnify its employees for all
20 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at the
21 obedience of the directions of the employer. Moreover, an employer is prohibited from passing the
22 ordinary business expenses and losses of the employer onto the employee. (Lab. Code, § 2802.)

23 37. Defendants have violated Labor Code Section 2802 by failing to indemnify Plaintiff
24 and other current and former aggrieved employees' necessary expenditures they incurred in the
25 discharge of their duties. Specifically, Defendants employed policies, practices, and/or procedures
26 included, but not limited to, requiring Plaintiff and other current and former aggrieved employees
27 to use or purchase their own tools and/or resources in order to work for Defendants, including but
28 not limited to their the purchase and maintenance of cellular phones and cellular phone plans; the

1 use of personal devices such as home computer; and the use of home internet-network-related purposes,
2 and driving personal vehicles (i.e., mileage and gas) - without reimbursing Plaintiff and other current
3 and former aggrieved employees for such use.

4 38. The cost incurred by Plaintiff and other current and former aggrieved employees to
5 use or purchase their own tools and/or resources for their mandatory compliance with Defendants'
6 aforementioned policies, practices, and/or procedures were significant as a result of their
7 employment with Defendants

8 39. Moreover, Defendants employed policies and procedures which ensured Plaintiff and
9 similarly situated employees would not receive indemnification for the aforementioned necessary
10 expenditures incurred as a result of their employment with Defendants.

11 40. Therefore, Defendants' aforementioned policies, practices, and/or procedures
12 resulted in Plaintiff and similarly situated employees not receiving indemnification for employment-
13 related expenditures, in violation of Labor Code section 2802.

14 41. Employee is further informed and believes, and based thereon alleges, that
15 Employer's conduct above that gave rise to such violations was 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 42. **Failure to timely pay earned wages during employment:** In California, wages
19 must be paid at least twice during each calendar month on days designated in advance by the
20 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages earned
21 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
22 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
23 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll
24 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
25 calendar days following the close of the payroll period in which wages were earned. Labor Code
26 section 204(d).

27 43. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
28 timely pay Plaintiff's and other current and former aggrieved employees' earned wages (including

1 overtime wages, meal period premium wages and/or rest period premium wages), in violation of
2 Labor Code section 204. Defendants' aforementioned policies, practices, and/or procedures resulted
3 in their failure to pay Plaintiff's and other current and former aggrieved employees' their earned
4 wages within the applicable time frames outlined in Labor Code section 204.

5 44. 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 45. **Secret payment of lower wages than designated by statute:** Labor Code section
9 223 provides that, where any statute or contract requires an employer to maintain the designated
10 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
11 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
12 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
13 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
14 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
15 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while
16 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

17 46. Plaintiff also believes these failures were 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 47. **Failure to provide complete and accurate wage statements:** Labor Code section
21 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee
22 his or her wages, the employer must "furnish each of his or her employees ... an itemized statement
23 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any
24 employee whose compensation is solely based on a salary and who is exempt from payment of
25 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
26 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee
27 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders
28 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive

1 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her
2 social security number, (8) the name and address of the legal entity that is the employer, and (9) all
3 applicable hourly rates in effect during the pay period and the corresponding number of hours
4 worked at each hourly rate by the employee.”

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

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

11 50. 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 51. **Failure to pay employees all wages due at time of termination/resignation:** An
15 employer is required to pay all unpaid wages timely after an employee’s employment ends. The
16 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
17 hours of resignation (Labor Code section 202).

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

23 53. Plaintiff believes these failures were willful and intentional.

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

27 55. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee,
28 on behalf of himself or herself and other current or former employees, to bring a civil action to

1 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code
2 section 2699.3.

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

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

13 58. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
14 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
15 510, 512, 1194, and 1198., During Plaintiff's employment and continuing through the present,
16 preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the
17 following amounts:

18 a. For violations of Labor Code sections 201, 202, 203, 226(a), 226.7, 1198, and
19 2802; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation
20 and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
21 violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

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

1 established by Labor Code section 558].

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

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

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

14 **PRAYER FOR RELIEF**

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

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

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

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

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

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

1 Dated: December 17, 2025

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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By: /s/ Brett D. Szmanda

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Attorneys for Plaintiff

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DIXIE HESLOP

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on behalf of herself and current and former aggrieved
employees

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