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Superior Court of California,  
County of Alameda

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

PAIGE GRAY, on behalf of herself and current  
and former aggrieved employees

Plaintiff,

vs.

CHIPOTLE SERVICES, LLC; and DOES 1 to  
100, inclusive,

Defendants.

Case No.: **26CV173135**

**PAGA ACTION**

**PLAINTIFF PAIGE GRAY'S  
COMPLAINT FOR:**

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

**COMES NOW** Plaintiff PAIGE GRAY ("Plaintiff"), who alleges and complains against  
Defendants CHIPOTLE SERVICES, LLC; and DOES 1 to 100, inclusive (collectively  
"Defendants") as follows:

**I. INTRODUCTION**

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*  
("PAGA") representative action brought by Plaintiff on behalf of the State of California, herself  
and other current and former aggrieved employees of Defendants who worked as hourly non-exempt  
employees in California during the relevant time period seeking civil penalties associated with  
Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all hours

1 worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to pay  
2 overtime wages at the proper overtime rate of pay; failure to authorize or permit all legally required  
3 and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit  
4 all legally required and/or compliant rest periods or pay rest period premium wages; indemnification  
5 for all necessary expenditures or losses incurred by employees in direct consequence of discharging  
6 their duties; failure to pay wages for accrued paid sick time at the regular rate of pay; failure to  
7 authorize and permit all legally required and legally compliant lactation accommodation breaks  
8 and/or failure to pay lactation accommodation premiums; statutory penalties for failure to timely  
9 pay earned wages during employment; statutory penalties for failure to provide accurate wage  
10 statements; statutory waiting time penalties in the form of continuation wages for failure to timely  
11 pay employees all wages due upon separation of employment. Plaintiff experienced these violations  
12 personally, as well as is informed and believes other aggrieved employees did as well. Plaintiff  
13 seeks on a representative basis, following notice to the Labor and Workforce Development Agency,  
14 civil penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs  
15 brought on behalf of Plaintiff, the State of 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 all other current and former aggrieved  
23 California-based hourly non-exempt employees occurred in locations throughout California,  
24 including but not limited to Alameda County, at 2610 5th St, Alameda, CA 94501.

## 25 **III. PARTIES**

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

1 filed include current, former and/or future employees of Defendants who work, worked, or will work  
2 for Defendants as direct employees as well as temporary employees employed through temp  
3 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently  
4 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by  
5 Defendants in an hourly position from in or around August 1, 2023, on or about December 2024.

6         2. Plaintiff is informed and believes and thereon alleges that Defendant CHIPOTLE  
7 SERVICES, LLC 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 1-50 are, and at all times relevant hereto  
9 were persons acting on behalf of Defendant CHIPOTLE SERVICES, LLC in the establishment of,  
10 or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant  
11 CHIPOTLE SERVICES, LLC operates in Alameda County and employed aggrieved employees in  
12 Alameda County, including but not limited to, at 2610 5th St, Alameda, CA 94501.

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

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

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

1 complaint.

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

5 **FIRST CAUSE OF ACTION**

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

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

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

11 8. During Plaintiff's employment and continuing through the present, Plaintiff alleges  
12 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 246, 510, 512, 1030,  
13 1031, 1033, 1194, 1197, 1198, 2802, and the applicable Wage Orders.

14 9. Specifically, Defendants have committed the following violations of California  
15 Labor Code:

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

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

25 12. In this case, Plaintiff and other current and former aggrieved California-based hourly  
26 non-exempt employees worked more minutes per shift than Defendants credited them with having  
27 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved  
28 California-based hourly non-exempt employees all wages at the applicable minimum wage for all

1 hours worked due to Defendants' policies, practices, and/or procedures including, but not limited  
2 to:

3 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly  
4 non-exempt employees to complete mandatory "learning materials" through its  
5 Workday/Chipforce employee portal, while off-the-clock; and/or

6 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly  
7 non-exempt employees to remain on-duty while off-the-clock during meal breaks

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

14 14. 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 15. **Failure to pay wages for overtime hours worked at the overtime rate of pay**  
19 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of  
20 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer  
21 is required to pay hourly employees for all "hours worked," which includes all time that an employee  
22 is under control of the employer and all time the employee is suffered and permitted to work. This  
23 includes the time an employee spends, either directly or indirectly, performing services that inure to  
24 the benefit of the employer.'

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

28 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours  
in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in

any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

Labor Code section 510.

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

(a) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to complete mandatory "learning materials" through its Workday/Chipforce employee portal, while off-the-clock; and/or

(b) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to remain on-duty while off-the-clock during meal breaks.

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

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

20. In this case, Plaintiff alleges that when she and other current and former aggrieved California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include all remuneration such as bonus pay for example, when calculating Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees' regular rate of pay for the purpose of paying overtime.

21. The foregoing policies, practices, and/or procedures resulted in time during each

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

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

23. California law requires an employer to authorize or permit an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code sections 226.7, 512, and 1198; Wage Order 5 at §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal period is only permitted when: (1) the nature of the work prevents an employee from being relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

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

25. In this case, Defendants failed to authorize or permit legally required and compliant

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

4 (a) Failing to provide Plaintiff and other current and former aggrieved California-based  
5 hourly non-exempt employees with timely, uninterrupted, duty-free meal breaks of at least 30  
6 minutes for every five hours worked.

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

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

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

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

28 29. Employee is further informed and believes, and based thereon alleges, that

1 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.  
2 Employer would further be liable for civil penalties pursuant to Labor Code section  
3 2699(f)(2)(B)(ii).

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

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

19       32.     If the employer fails to authorize or permit a required rest period, the employer must  
20 pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the  
21 employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage  
22 Order 5 at § 12.

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

27               (a) Failing to provide Plaintiff and other current and former aggrieved California-based  
28 hourly non-exempt employees with net ten (10) minute rest breaks for every four (4) hours worked

1 or major fraction thereof.

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

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

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

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

23 37. Employee is further informed and believes, and based thereon alleges, that  
24 Employer’s conduct above that gave rise to such violations was 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 38. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**  
28 **Employment:** California law requires that every employer must indemnify its employees for all

1 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at the  
2 obedience of the directions of the employer. Moreover, an employer is prohibited from passing the  
3 ordinary business expenses and losses of the employer onto the employee. (Lab. Code, § 2802.)

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

8 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly  
9 non-exempt employees to use or purchase their own tools and/or resources to work for Defendants,  
10 including but not limited to cellphone usage for work-related purposes - without reimbursing  
11 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees for  
12 such use.

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

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

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

24 43. **Failure to provide sick pay wages:** Defendants had a policy and/or procedure where  
25 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees  
26 accrued paid sick time.

27 44. Labor Code section 246, subdivision (a), states in relevant part "[a]n employee  
28 who...works in California for the same employer for 30 or more days within a year from the

1 commencement of employment is entitled to paid sick days.” Additionally, an employee accrues  
2 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked, beginning  
3 at the commencement of employment. Labor Code section 246(b).

4 45. Here, Plaintiff and other current and former aggrieved California-based hourly non-  
5 exempt employees were employed by Defendants for 30 or more days and were entitled to paid sick  
6 days. Defendants, however, lacked a policy, practice, and/or procedure whereby Plaintiffs and other  
7 current and former aggrieved California-based hourly non-exempt employees who were employed  
8 by Defendants for 30 days or more could accrue paid sick days at the rate of no-less-than one (1)  
9 hour per every thirty (30) hours worked, beginning at the commencement of employment as required  
10 by Labor Code section 246(b).

11 46. In this case, Plaintiff alleges that when she and other current and former aggrieved  
12 California-based hourly non-exempt employees elected to use paid sick time, Defendants failed to  
13 pay them sick time wages at the proper sick time rate of pay due to Defendants’ failure to include  
14 all remuneration when calculating the sick time rate of pay. Specifically, Defendants maintained a  
15 policy, practice, and/or procedure of failing to include all remuneration including but not limited to  
16 bonus pay for example, when calculating Plaintiff and other current and former aggrieved  
17 California-based hourly non-exempt employees’ regular rate of pay for the purpose of paying sick  
18 time.

19 47. Defendants’ foregoing policy, practice, and/or procedure resulted in Defendants  
20 failing to provide Plaintiff and other current and former aggrieved California-based hourly non-  
21 exempt employees’ paid sick days, in violation of Labor Code section 246.

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

25 49. **Failure to authorize and permit all legally required and legally compliant**  
26 **lactation accommodation breaks and/or failure to pay lactation accommodation penalties:**  
27 Defendant often employed non-exempt employees, including the named Plaintiff and other current  
28 and former aggrieved California-based hourly non-exempt employees, who desired to express breast

1 milk for the employees' infant children.

2           50. California law requires every employer to provide a reasonable amount of break time  
3 to accommodate and employee's desire to express breast milk for the employee's infant child each  
4 time the employee needs to express milk. California law also requires that an employer provide an  
5 employee with a room or location for the employee to express milk in private which shall:

6                   (a) not be a bathroom, shall be in close proximity to the employee's work area,  
7 shielded from view and free from intrusion while the employee is expressing milk;

8                   (b) shall be safe, clean, and free of hazardous materials as defined in Labor Code  
9 section 6382;

10                   (c) shall contain a surface to place a breast pump and personal items;

11                   (d) shall contain a place to sit; and

12                   (e) shall have access to electricity or alternative devices, including, but not  
13 limited to, extension cords or charging stations, needed to operate an electric or battery-powered  
14 breast pump.

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

25           52. Additionally, Defendants failed to pay Plaintiff and other current and former  
26 aggrieved California-based hourly non-exempt employees an additional hour of pay at their regular  
27 rate of compensation for each workday the employees did not receive all legally required and  
28 compliant lactation periods, i.e., legally compliant time or space. Defendants employed policies and

1 procedures which ensured that employees did not receive any lactation period premium wages to  
2 compensate them for workdays in which they did not receive all legally required and compliant  
3 lactation periods.

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

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

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

24 56. 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 57. **Secret payment of lower wages than designated by statute:** Labor Code section  
28 223 provides that, where any statute or contract requires an employer to maintain the designated

1 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage  
2 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by  
3 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful  
4 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,  
5 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor  
6 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while  
7 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

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

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

24 60. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff  
25 and other current and former aggrieved California-based hourly non-exempt employees all wages  
26 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period  
27 premium wages) rendered Plaintiff's and other current and former aggrieved California-based  
28 hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code section

226(a)(1, 2, 5 & 9).

61. Plaintiff believes these failures were willful and intentional.

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

**63. Failure to Establish, Implement, and Maintain a Workplace Violation and Injury Prevention Program in Compliance with Labor Code Sections 6401.7 and 6401.9.:**

California Labor Code Section 6401.7 requires every employer to establish, implement, and maintain an effective injury prevention program. California Labor Code Section 6401.9 requires California employers to adopt a comprehensive Workplace Violence Prevention Plan (WVPP), train employees on workplace violence, log safety incidents, and conduct periodic inspections to evaluate workplace violence hazards.

64. Plaintiff alleges that Defendant did not comply with Defendant's responsibilities and duties under Labor Code sections 6401.7 and 6401.9. Plaintiff is informed and believes and thereon alleges that Defendant (1) failed to establish, implement, and maintain an effective injury prevention program; (2) failed to adopt a compliant Workplace Violence Prevention Plan; (3); failed to train Plaintiff and other aggrieved California-based hourly non-exempt employees in workplace violence and injury prevention; (4) failed to log safety incidents; and (5) failed to conduct compliant periodic inspections. Plaintiff believes these failures were willful and intentional. Plaintiff also believes these failures were malicious, fraudulent, or oppressive. Defendant would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

65. Based on these violations, Plaintiff will seek civil penalties pursuant to PAGA, Labor Code sections 2698, et seq., under Labor Code sections 6401.9(g), 6317(d), and 2699(f) on behalf of LWDA, against Plaintiff if authorized to file a representative action on behalf of the State of California.

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

1 hours of resignation (Labor Code section 202).

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

7 68. Plaintiff believes these failures were willful and intentional.

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

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

15 71. Plaintiff has complied with the procedures for bringing suit specified in Labor Code  
16 section 2699.3. On November 17, 2025, Plaintiff filed a PAGA Claim Notice with the LWDA and  
17 provided notice to Defendants by certified mail which provided notice of the specific provisions of  
18 the Labor Code alleged to have been violated, including the facts and theories to support the  
19 violations alleged.

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

25 73. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil  
26 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,  
27 246, 510, 512, 1194, and 1198., During Plaintiff's employment and continuing through the present,  
28 preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the

1 following amounts:

2 a. For violations of Labor Code sections 201, 202, 203, 226(a), 226.7, 1198, and  
3 2802; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation  
4 and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent  
5 violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

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

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

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

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

26 **PRAYER FOR RELIEF**

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

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

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

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

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

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

11  
12 Dated: February 26, 2026

Respectfully submitted,  
**LAVI & EBRAHIMIAN, LLP**

13  
14 By: /s/ Margaux K. Gudznik  
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20 PAIGE GRAY, on behalf of herself and current and  
21 former aggrieved employees  
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