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Attorneys for Plaintiff SELENE PADILLA GARCIA,
on behalf of herself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES- CENTRAL DISTRICT**

SELENE PADILLA GARCIA, on behalf of
herself and current and former aggrieved
employees

Plaintiff,

vs.

BRITISH AIRWAYS PLC; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: **26STCV02069**

PAGA ACTION

**PLAINTIFF SELENE PADILLA
GARCIA'S COMPLAINT FOR:**

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

COMES NOW Plaintiff SELENE PADILLA GARCIA ("Plaintiff"), who alleges and
complains against Defendants BRITISH AIRWAYS PLC; 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 worked at minimum wage and all 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; failure to pay wages for accrued paid sick time at the regular rate of pay; statutory penalties for failure to timely pay earned wages during employment; statutory penalties for failure to provide accurate wage statements. 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 Los Angeles County, at 380 World Way, Los Angeles, CA 90045.

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 Los Angeles County from in or around
5 October 22, 2018, through the present.

6 2. Plaintiff is informed and believes and thereon alleges that Defendant BRITISH
7 AIRWAYS PLC is authorized to do business within the State of California and is doing business in
8 the State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto were
9 persons acting on behalf of Defendant BRITISH AIRWAYS PLC in the establishment of, or
10 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant BRITISH
11 AIRWAYS PLC operates in Los Angeles County and employed Plaintiff and aggrieved employees
12 in Los Angeles County, including but not limited to, at 380 World Way, Los Angeles, CA 90045.

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 204, 223, 226, 226.7, 246, 512, 1194, 1197, 2802, and the
13 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) sometimes requiring Plaintiff and other current and former aggrieved California-
4 based hourly non-exempt employees to perform baggage dispatch or communicate with
5 management on their personal devices while off-the-clock and without being paid for that time.

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

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

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

21 16. California law requires an employer to authorize or permit an employee an
22 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
23 all duties and the employer relinquishes control over the employee's activities prior to the
24 employee's sixth hour of work. Labor Code sections 226.7, 512, and 1198; Wage Order 9 at §11;
25 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ
26 an employee for a work period of more than ten (10) hours per day without providing the employee
27 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
28 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period

1 shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal
2 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
3 of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

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

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

12 (a) Sometimes requiring Plaintiff and other current and former aggrieved California-
13 based hourly non-exempt employees to remain on-duty during their off-the-clock meal breaks
14 because Plaintiff and other current and former aggrieved California-based hourly non-exempt
15 employees were required to always keep their employer-issued radio on them during their shift in
16 order to monitor and respond to calls from Defendant, including during their off-the-clock meal
17 breaks.

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

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

27 20. Finally, on occasions when Defendants paid Plaintiff and other current and former
28 aggrieved California-based hourly non-exempt employees a “premium” wage for late, missed, short,

1 on-premise, on-duty, and/or interrupted meal periods, Defendants failed to pay the one (1) additional
2 hour of pay at Plaintiff's and other current and former aggrieved California-based hourly non-
3 exempt employees' regular rate of compensation. Specifically, Defendants maintained a policy,
4 practice, and/or procedure of failing to include all remuneration such as lump sum bonus pay,
5 incentive bonus pay, shift differential pay, for example, when calculating Plaintiff's and other
6 current and former aggrieved California-based hourly non-exempt employees' regular rate of pay
7 for the purpose of paying meal period premium wages.

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

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

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

20 24. California law requires every employer to authorize and permit an employee a rest
21 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
22 section 226.7; Wage Order 9 at §12. Under California law, "[e]mployees are entitled to 10 minutes'
23 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
24 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker*
25 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7;
26 Wage Order 9 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.
27 Wage Order 9 at §12. Additionally, the rest period requirement "“obligates employers to permit –
28 and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*

1 (2016) 2 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
2 duties and relinquish control over how employees spend their time. *Id.*

3 25. If the employer fails to authorize or permit a required rest period, the employer must
4 pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the
5 employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage
6 Order 9 at § 12.

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

11 (a) Sometimes requiring Plaintiff and other current and former aggrieved California-
12 based hourly non-exempt employees to remain on-duty during their rest breaks because Plaintiff
13 and other current and former aggrieved California-based hourly non-exempt employees were
14 required to always keep their employer-issued radio on them during their shift to monitor and
15 respond to calls from Defendant, including during rest breaks.

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

21 28. Finally, on occasions when Defendants did pay Plaintiff and other current and former
22 aggrieved California-based hourly non-exempt employees a "premium" wage for late, missed, short,
23 on-premise, on-duty, and/or interrupted rest periods, Defendants failed to pay the one (1) additional
24 hour of pay at Plaintiff's and other current and former aggrieved California-based hourly non-
25 exempt employees' regular rate of compensation. Specifically, Defendants maintained a policy,
26 practice, and/or procedure of failing to include all remuneration such lump sum bonus pay, incentive
27 bonus pay, shift differential pay, for example, when calculating Plaintiff's and other current and
28 former aggrieved California-based hourly non-exempt employees' regular rate of pay for the

1 purpose of paying rest period premiums.

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

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

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

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

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

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

28 34. Therefore, Defendants are liable to Plaintiff and aggrieved employees for their

1 employment related expenses, including but not limited to costs related to use of their personal cell
2 phones and costs associated with their uniforms pursuant to Labor Code section 2802.

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

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

10 37. Labor Code section 246, subdivision (a), states in relevant part "[a]n employee
11 who...works in California for the same employer for 30 or more days within a year from the
12 commencement of employment is entitled to paid sick days." Additionally, an employee accrues
13 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked, beginning
14 at the commencement of employment. Labor Code section 246(b).

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

22 39. In this case, Plaintiff alleges that when she and other current and former aggrieved
23 California-based hourly non-exempt employees elected to use paid sick time, Defendants failed to
24 pay them sick time wages at the proper sick time rate of pay due to Defendants' failure to include
25 all remuneration when calculating the sick time rate of pay. Specifically, Defendants maintained a
26 policy, practice, and/or procedure of failing to include all remuneration including but not limited to
27 lump sum bonus pay, incentive bonus pay, shift differential pay, for example, when calculating
28 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees'

1 regular rate of pay for the purpose of paying sick time.

2 40. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants
3 failing to provide Plaintiff and other current and former aggrieved California-based hourly non-
4 exempt employees' paid sick days, in violation of Labor Code section 246.

5 41. 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 42. **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 43. 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, meal period premium wages and/or rest
20 period premium wages), in violation of Labor Code section 204. Defendants' aforementioned
21 policies, practices, and/or procedures resulted in their failure to pay Plaintiff's and other current and
22 former aggrieved California-based hourly non-exempt employees' their earned wages within the
23 applicable time frames outlined in Labor Code section 204.

24 44. 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 45. **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 46. 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 47. **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 48. 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, meal period premium wages, and/or rest period premium wages)
27 rendered Plaintiff's and other current and former aggrieved California-based hourly non-exempt
28 employees' wage statements inaccurate, in violation of Labor Code section 226(a)(1, 2, 5 & 9).

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

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

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

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

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

19 54. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
20 penalties for Defendants' violations of Labor Code sections 204, 223, 226(a), 226.7, 246, 512, and
21 1194, During Plaintiff's employment and continuing through the present, preceding Plaintiff
22 sending the initial PAGA Claim Notice to the LWDA to the present, in the following amounts:

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

27 b. For violations of Labor Code section 226(a), alternatively, two hundred fifty
28 dollars (\$250) for each employee for each pay period for the initial violation, and for each

subsequent violation, one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 226.3].

c. For violations of Labor Code section 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].

d. 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].

e. 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 her claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, ON BEHALF OF HERSELF 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

1 under California Labor Code section 2699(g); and

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

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5 Dated: January 21, 2026

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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By: /s/ Margaux K. Gundzik

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Joseph Lavi, Esq.

Vincent C. Granberry, Esq.

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Jeffrey D. Klein, Esq.

Margaux K. Gundzik, Esq.

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Attorneys for Plaintiff

SELENE PADILLA GARCIA,

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on behalf of herself and current and former aggrieved
employees

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