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Attorneys for Plaintiff DENISE COBOS,
on behalf of herself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

DENISE COBOS, on behalf of herself and current
and former aggrieved employees

Plaintiff,

vs.

LXX FOODS INC; LUEVANO FOOD, INC.;
434 LIFE, LLC; and DOES 1 to 100, inclusive,

Defendants.

Case No.: CIVVS2600673

PAGA ACTION

**PLAINTIFF DENISE COBOS'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff DENISE COBOS ("Plaintiff"), who alleges and complains against
Defendants LXX FOODS INC; LUEVANO FOOD, INC.; 434 LIFE, 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 declaratory relief, willful misclassification of

1 Plaintiff and current and former aggrieved employees, Defendants' failure to pay wages for all hours
2 worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to pay
3 overtime wages at the proper overtime rate of pay; failure to authorize or permit all legally required
4 and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit
5 all legally required and/or compliant rest periods or pay rest period premium wages; statutory
6 penalties for failure to timely pay earned wages during employment; statutory penalties for failure
7 to provide accurate wage statements; statutory waiting time penalties in the form of continuation
8 wages for failure to timely pay employees all wages due upon separation of employment. . Plaintiff
9 experienced these violations personally, as well as is informed and believes other aggrieved
10 employees did as well. Plaintiff seeks on a representative basis, following notice to the Labor and
11 Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor Code
12 section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others
13 aggrieved.

14 **II. JURISDICTION AND VENUE**

15 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
16 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
17 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
18 non-exempt employees, and the State of California in excess of thirty-five thousand dollars
19 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-
20 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
21 aggrieved California-based hourly non-exempt employees occurred in locations throughout
22 California, including but not limited to San Bernardino County, at 15014 Bear Valley Rd.,
23 Victorville, CA 92392.

24 **III. PARTIES**

25 1. Plaintiff brings this action as a representative of the Labor and Workforce
26 Development Agency on behalf of herself and other current and former employees subject to
27 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
28 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 San Bernardino County from in or
5 around August 20, 2023, until on or about August 10, 2025.

6 2. Plaintiff is informed and believes and thereon alleges that Defendant LXX FOODS
7 INC is authorized to do business within the State of California and is doing business in the State of
8 California and/or that Defendants DOES 1-25 are, and at all times relevant hereto were persons
9 acting on behalf of Defendant LXX FOODS INC in the establishment of, or ratification of, the
10 aforementioned illegal wage and hour practices or policies. Defendant LXX FOODS INC operates
11 in San Bernardino County and employed Plaintiff and aggrieved employees in San Bernardino
12 County, including but not limited to, at 15014 Bear Valley Rd., Victorville, CA 92392.

13 3. Plaintiff is informed and believes and thereon alleges that Defendant LUEVANO
14 FOOD, INC. is authorized to do business within the State of California and is doing business in the
15 State of California and/or that Defendants DOES 26-50 are, and at all times relevant hereto were
16 persons acting on behalf of Defendant LUEVANO FOOD, INC. in the establishment of, or
17 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
18 LUEVANO FOOD, INC. operates in San Bernardino County and employed Plaintiff and aggrieved
19 employees in San Bernardino County, including but not limited to, at 15014 Bear Valley Rd.,
20 Victorville, CA 92392.

21 4. Plaintiff is informed and believes and thereon alleges that Defendant 434 LIFE, LLC
22 is authorized to do business within the State of California and is doing business in the State of
23 California and/or that Defendants DOES 51-75 are, and at all times relevant hereto were persons
24 acting on behalf of Defendant 434 LIFE, LLC in the establishment of, or ratification of, the
25 aforementioned illegal wage and hour practices or policies. Defendant 434 LIFE, LLC operates in
26 San Bernardino County and employed Plaintiff and aggrieved employees in San Bernardino County,
27 including but not limited to, at 15014 Bear Valley Rd., Victorville, CA 92392.

28 5. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1

1 through 50 are corporations, or are other business entities or organizations of a nature unknown to
2 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
3 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and working
4 conditions of employment of Plaintiff and aggrieved employees.

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

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

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

20 **FIRST CAUSE OF ACTION**

21 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
22 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

26 10. During Plaintiff's employment and continuing through the present, Plaintiff alleges
27 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 226.8, 510, 512,
28 1194, 1197, 2753, 2802, and the applicable Wage Orders.

1 11. Specifically, Defendants have committed the following violations of California
2 Labor Code:

3 12. **Defendants Misclassified Plaintiff and similarly situated employees as Salaried**
4 **Employees:** Plaintiff and other current and former aggrieved California-based hourly non-exempt
5 employees worked for Defendants from four years prior to the filing of this lawsuit to the present.
6 Defendant employed many positions that were misclassified as “salaried employees”, including but
7 not limited to General Managers.

8 13. Labor Code section 226.8 provides that it is unlawful for any person or employer to
9 willfully misclassify an individual as an independent contractor. In relevant part: “If the Labor and
10 Workforce Development Agency or a court issues a determination that a person or employer has
11 engaged in any of the enumerated violations of subdivision (a), the person or employer shall be
12 subject to a civil penalty of not less than five thousand (\$5,000) and not more than fifteen thousand
13 dollars (\$15,000) for each violation, in addition to any other penalties or fines permitted by law.
14 Subdivision (b).”

15 14. Section 226.8 continues on to state that: “If the Labor and Workforce Development
16 Agency or a court issues a determination that a person or employer has engaged in any of the
17 enumerated violations of subdivision (a) and the person or employer has engaged in or is engaging
18 in a pattern or practice of these violations, the person or employer shall be subject to a civil penalty
19 of not less than ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars
20 (\$25,000) for each violation, in addition to any other penalties or fines permitted by law.”

21 15. The statute defines “willful misclassification” as meaning “avoiding employee status
22 for an individual by voluntarily and knowingly misclassifying that individual as an independent
23 contractor.” Labor Code § 226.8(h)(4).

24 16. At all times relevant herein, Labor Code section 2753 was in full force and effect and
25 was binding on Defendants. Section 2753 provides extends liability to third parties who knowingly
26 advise an employer to misclassify a worker as an independent contractor. Defendants are liable
27 under Labor Code section 2753 to the extent they knowingly advised Defendants to misclassify
28 Plaintiff and similarly situated aggrieved employees as independent contractors.

1 17. Plaintiff and similarly situated aggrieved employees are informed and believe and
2 thereon allege that Defendant engaged in a pattern or practice of such a violation.

3 18. Defendants willful misclassification of Plaintiff and similarly situated aggrieved
4 employees as “salaried employees” when, in fact, they were employees of Defendants, has resulted
5 in damage to Plaintiff and similarly situated aggrieved employees in as follows: Plaintiff and
6 similarly situated aggrieved employees were not paid for all hours worked, Plaintiff and similarly
7 situated aggrieved employees were not provided with required meal periods or paid meal period
8 premium wages, Plaintiff and similarly situated aggrieved employees were not provided with
9 required rest periods or paid rest period premium wages, Plaintiff and similarly situated aggrieved
10 employees were not provided with evidence of all wages earned, all hours worked, all applicable
11 rates, missed meal period premium wages, and missed rest period premium wages through accurate
12 wage statements in an amount to be determined at trial, and Plaintiff and similarly situated aggrieved
13 employees were not paid all wages due upon cessation of employment.

14 19. Based on these violations, Plaintiff will seek civil penalties pursuant to PAGA, Labor
15 Code sections 2698, et seq., under Labor Code section 226.3 and/or Labor Code section 2699(f)(2)
16 on behalf of LWDA, against Employer.

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

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

26 22. In this case, Plaintiff and other current and former aggrieved California-based hourly
27 non-exempt employees worked more minutes per shift than Defendants credited them with having
28 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved

1 California-based hourly non-exempt employees all wages at the applicable minimum wage for all
2 hours worked due to Defendants' policies, practices, and/or procedures including, but not limited
3 to:

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

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

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

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

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

27 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
28 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

1 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
2 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.

3 Labor Code section 510.

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

7 (a) Sometimes failing to provide Plaintiff and other current and former aggrieved
8 California-based hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at
9 least 30 minutes for every five hours worked.

10 28. Employee is further informed and believes, and based thereon alleges, that
11 Employer's conduct above that gave rise to such violations was 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 29. The foregoing policies, practices, and/or procedures resulted in time during each
15 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
16 employees were under the control of Defendants but were not compensated. To the extent that the
17 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
18 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
19 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
20 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
21 sections 510, 1194 and 1198, and the applicable Wage Order.

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

27 31. California law requires an employer to authorize or permit an employee an
28 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of

1 all duties and the employer relinquishes control over the employee's activities prior to the
2 employee's sixth hour of work. Labor Code sections 226.7, 512, and 1198; Wage Order 5 at §11;
3 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ
4 an employee for a work period of more than ten (10) hours per day without providing the employee
5 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
6 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
7 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
8 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
9 of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

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

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

18 (a) Sometimes failing to provide Plaintiff and other current and former aggrieved
19 California-based hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at
20 least 30 minutes for every five hours worked.

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

25 34. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
26 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
27 hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each workday that
28 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees did

1 not receive legally required and compliant meal periods, in violation of Labor Code section 226.7.

2 35. 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 during which Defendants did not provide them with meal
5 periods in compliance with California law.

6 36. 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 37. **Failure to pay wages to hourly non-exempt employees for workdays that**
11 **Defendants failed to provide legally required and compliant rest periods and/or failure to pay**
12 **rest period premium:** Plaintiff and other current and former aggrieved California-based hourly
13 non-exempt employees regularly worked shifts of more than three-and-a-half (3.5) hours.

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

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

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

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

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

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

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

21 43. Employee is further informed and believes, and based thereon alleges, that
22 Employer's conduct above that gave rise to such violations was 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 44. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**
26 **Employment:** California law requires that every employer must indemnify its employees for all
27 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at the
28 obedience of the directions of the employer. Moreover, an employer is prohibited from passing the

1 ordinary business expenses and losses of the employer onto the employee. (Lab. Code, § 2802.)

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

6 (a) Sometimes requiring Plaintiff and other current and former aggrieved California-
7 based hourly non-exempt employees to use or purchase their own tools and/or resources in order to
8 work for Defendants, including but not limited to their cell phone (including both telephone use and
9 cellular data use) and personal vehicle for work-related purposes – without reimbursing Plaintiff
10 and other current and former aggrieved California-based hourly non-exempt employees for such
11 use.

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

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

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

23 49. **Failure to timely pay earned wages during employment:** In California, wages
24 must be paid at least twice during each calendar month on days designated in advance by the
25 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages earned
26 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
27 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
28 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll

1 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
2 calendar days following the close of the payroll period in which wages were earned. Labor Code
3 section 204(d).

4 50. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
5 timely pay Plaintiff's and other current and former aggrieved California-based hourly non-exempt
6 employees' earned wages (including minimum wages, overtime wages, meal period premium wages
7 and/or rest period premium wages), in violation of Labor Code section 204. Defendants'
8 aforementioned policies, practices, and/or procedures resulted in their failure to pay Plaintiff's and
9 other current and former aggrieved California-based hourly non-exempt employees' their earned
10 wages within the applicable time frames outlined in Labor Code section 204.

11 51. 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 52. **Secret payment of lower wages than designated by statute:** Labor Code section
15 223 provides that, where any statute or contract requires an employer to maintain the designated
16 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
17 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
18 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
19 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
20 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
21 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while
22 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

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

26 54. **Failure to provide complete and accurate wage statements:** Labor Code section
27 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee
28 his or her wages, the employer must "furnish each of his or her employees ... an itemized statement

1 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any
2 employee whose compensation is solely based on a salary and who is exempt from payment of
3 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
4 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee
5 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders
6 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
7 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her
8 social security number, (8) the name and address of the legal entity that is the employer, and (9) all
9 applicable hourly rates in effect during the pay period and the corresponding number of hours
10 worked at each hourly rate by the employee.”

11 55. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
12 and other current and former aggrieved California-based hourly non-exempt employees all wages
13 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period
14 premium wages) rendered Plaintiff’s and other current and former aggrieved California-based
15 hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code section
16 226(a)(1, 2, 5 & 9).

17 56. Plaintiff believes these failures were willful and intentional.

18 57. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
19 Employer would further be liable for civil penalties pursuant to Labor Code section
20 2699(f)(2)(B)(ii).

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

25 59. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay
26 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all
27 their earned wages (including minimum wages, overtime wages, meal period premium wages,
28 and/or rest period premium wages), Defendants failed to pay those employees timely after each

1 employee's termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

2 60. Plaintiff believes these failures were willful and intentional.

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

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

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

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

20 65. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
21 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
22 510, 512, and 1194, During Plaintiff's employment and continuing through the present, preceding
23 Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following
24 amounts:

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

b. For violations of Labor Code section 226(a), alternatively, two hundred fifty 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 510 and 512, fifty dollars (\$50) for each employee for each pay period for the initial violation, and for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 558].

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].

66. 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

1 Labor Code, including but not limited to sections 210, 225.5, 226.3, 558, 2699(f);

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

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

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7 Dated: January 27, 2026

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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By: /s/ Erik C. Oh
Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Jeffrey D. Klein, Esq.
Erik C. Oh, Esq.
Attorneys for Plaintiff
DENISE COBOS,
on behalf of herself and current and former aggrieved
employees

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