

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Jeffrey D. Klein, Esq. (SBN 297296)
Margaux Gundzik, Esq. (SBN 340116)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
jklein@lelawfirm.com
mgundzik@lelawfirm.com

Assigned for All purposes:
Judge Layne H. Melzer
Dep. CX102

Attorneys for Plaintiff RENO FUIMAONO III,
on behalf of himself and current and former aggrieved employees

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

RENO FUIMAONO III, on behalf of himself and
current and former aggrieved employees

Plaintiff,

vs.

CYTEC ENGINEERED MATERIALS INC.;
SOLVAY HOLDING INC.; SYENSQO USA
LLC; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 30-2026-01546186-CU-OE-CXC

PAGA ACTION

**PLAINTIFF RENO FUIMAONO III'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff RENO FUIMAONO III ("Plaintiff"), who alleges and complains
against Defendants CYTEC ENGINEERED MATERIALS INC.; SOLVAY HOLDING INC.;
SYENSQO USA 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, himself
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; failure to authorize or permit all legally required and/or compliant meal
2 periods or pay meal period premium wages; failure to authorize or permit all legally required and/or
3 compliant rest periods or pay rest period premium wages; indemnification for all necessary
4 expenditures or losses incurred by employees in direct consequence of discharging their duties;
5 statutory penalties for failure to timely pay earned wages during employment; statutory penalties
6 for failure to provide accurate wage statements; statutory waiting time penalties in the form of
7 continuation wages for failure to timely pay employees all wages due upon separation of
8 employment. Plaintiff experienced these violations personally, as well as is informed and believes
9 other aggrieved employees did as well. Plaintiff seeks on a representative basis, following notice
10 to the Labor and Workforce Development Agency, civil penalties, reasonable attorneys' fees
11 pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of
12 California, and others aggrieved.

13 **II. JURISDICTION AND VENUE**

14 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
15 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
16 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
17 non-exempt employees, and the State of California in excess of thirty-five thousand dollars
18 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-
19 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
20 aggrieved California-based hourly non-exempt employees occurred in locations throughout
21 California, including but not limited to Orange County, at 1440 N Kraemer Blvd, Anaheim, CA
22 92806.

23 **III. PARTIES**

24 1. Plaintiff brings this action as a representative of the Labor and Workforce
25 Development Agency on behalf of himself and other current and former employees subject to
26 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
27 filed include current, former and/or future employees of Defendants who work, worked, or will work
28 for Defendants as direct employees as well as temporary employees employed through temp

1 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
2 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
3 Defendants in an hourly position at Defendants' location in Orange County from in or around
4 August 4, 2021, until on or about the present.

5 2. Plaintiff is informed and believes and thereon alleges that Defendant CYTEC
6 ENGINEERED MATERIALS INC. is authorized to do business within the State of California and
7 is doing business in the State of California and/or that Defendants DOES 1-25 are, and at all times
8 relevant hereto were persons acting on behalf of Defendant CYTEC ENGINEERED MATERIALS
9 INC. in the establishment of, or ratification of, the aforementioned illegal wage and hour practices
10 or policies. Defendant CYTEC ENGINEERED MATERIALS INC. operates in Orange County and
11 employed Plaintiff and aggrieved employees in Orange County, including but not limited to, at 1440
12 N Kraemer Blvd, Anaheim, CA 92806.

13 3. Plaintiff is informed and believes and thereon alleges that Defendant SOLVAY
14 HOLDING INC. is authorized to do business within the State of California and is doing business in
15 the 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 SOLVAY HOLDING INC. in the establishment of, or
17 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant SOLVAY
18 HOLDING INC. operates in Orange County and employed Plaintiff and aggrieved employees in
19 Orange County, including but not limited to, at 1440 N Kraemer Blvd, Anaheim, CA 92806.

20 4. Plaintiff is informed and believes and thereon alleges that Defendant SYENSQO
21 USA LLC is authorized to do business within the State of California and is doing business in the
22 State of California and/or that Defendants DOES 51-75 are, and at all times relevant hereto were
23 persons acting on behalf of Defendant SYENSQO USA LLC in the establishment of, or ratification
24 of, the aforementioned illegal wage and hour practices or policies. Defendant SYENSQO USA LLC
25 operates in Orange County and employed Plaintiff and aggrieved employees in Orange County,
26 including but not limited to, at 1440 N Kraemer Blvd, Anaheim, CA 92806.

27 5. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
28 through 75 are corporations, or are other business entities or organizations of a nature unknown to

1 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
2 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and working
3 conditions of employment of Plaintiff and aggrieved employees.

4 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 76
5 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
6 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
7 supervisor, independent contractor and/or employee of each defendant who violated or caused to be
8 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the
9 Industrial Welfare Commission's wage orders regulating hours and days of work.

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

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

19 **FIRST CAUSE OF ACTION**

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

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

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

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

28 11. Specifically, Defendants have committed the following violations of California

1 Labor Code:

2 **12. Failure to pay wages for all hours worked at the legal minimum wage:**

3 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
4 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
5 which includes all time that an employee is under control of the employer and all time the employee
6 is suffered and permitted to work. This includes the time an employee spends, either directly or
7 indirectly, performing services which inure to the benefit of the employer.

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

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

17 (a) Sometimes requiring Plaintiff and other current and former aggrieved California-
18 based hourly non-exempt employees to don personal protective equipment (“PPE”) prior to
19 clocking in for the start of their shift and doff their PPE after clocking out for the end of their shift
20 without being paid for that time.

21 (b) Sometimes “rounding down” or “shaving down” Plaintiff and other current and
22 former aggrieved California-based hourly non-exempt employees’ total daily hours at the time of
23 their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest
24 quarter of an hour, to the benefit of Defendants.

25 **15.** Therefore, Defendants suffered, permitted, and required Plaintiff and other current
26 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants’
27 control without paying wages for that time. This resulted in Plaintiff and other current and former
28 aggrieved California-based hourly non-exempt employees working time for which they were not

1 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
2 Wage Order.

3 16. 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 17. **Failure to pay wages to hourly non-exempt employees for workdays that**
8 **Defendants failed to provide legally required and compliant meal periods and/or failure to**
9 **pay period premium wages:** Plaintiff and other current and former aggrieved California-based
10 hourly non-exempt employees regularly worked shifts of more than five (5) hours in length and
11 shifts of more than ten (10) hours in length.

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

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

27 20. In this case, Defendants failed to authorize or permit legally required and compliant
28 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-

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

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

6 (b) Sometimes "rounding" or "shaving" Plaintiff and other current and former aggrieved
7 California-based hourly non-exempt employees total daily hours at the time of their clock-ins and
8 clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to
9 the benefit of Defendants.

10 (c) Sometimes requiring Plaintiff and other current and former aggrieved California-
11 based hourly non-exempt employees to remain on the premises during their meal periods and on
12 standby to be readily available to service Defendant resulting in meal periods that were not duty-
13 free.

14 (d) Sometimes requiring Plaintiff and other current and former aggrieved California-
15 based hourly non-exempt employees to doff and don their PPE while off-the-clock during meal
16 breaks.

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

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

1 hourly non-exempt employees' regular rate of pay for the purpose of paying meal period premium
2 wages.

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

7 24. Employee is further informed and believes, and based thereon alleges, that
8 Employer's conduct above that gave rise to such violations was 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 25. **Failure to pay wages to hourly non-exempt employees for workdays that**
12 **Defendants failed to provide legally required and compliant rest periods and/or failure to pay**
13 **rest period premium:** Plaintiff and other current and former aggrieved California-based hourly
14 non-exempt employees regularly worked shifts of more than three-and-a-half (3.5) hours.

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

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

1 Order 4 at § 12.

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

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

9 (b) Sometimes requiring Plaintiff and other current and former aggrieved California-
10 based hourly non-exempt employees to remain on the premises during their rest periods and on
11 standby to be readily available to service Defendant, resulting in rest periods that were not duty-
12 free.

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

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

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

1 in compliance with California law.

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

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

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

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

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

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

28 37. 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 **38. Failure to timely pay earned wages during employment:** In California, wages
5 must be paid at least twice during each calendar month on days designated in advance by the
6 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages earned
7 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
8 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
9 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll
10 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
11 calendar days following the close of the payroll period in which wages were earned. Labor Code
12 section 204(d).

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

20 **40.** Plaintiff also believes these failures were 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 **41. Secret payment of lower wages than designated by statute:** Labor Code section
24 223 provides that, where any statute or contract requires an employer to maintain the designated
25 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
26 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
27 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
28 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,

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

4 42. Plaintiff also believes these failures were 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 43. **Failure to provide complete and accurate wage statements:** Labor Code section
8 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee
9 his or her wages, the employer must “furnish each of his or her employees ... an itemized statement
10 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any
11 employee whose compensation is solely based on a salary and who is exempt from payment of
12 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
13 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee
14 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders
15 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
16 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her
17 social security number, (8) the name and address of the legal entity that is the employer, and (9) all
18 applicable hourly rates in effect during the pay period and the corresponding number of hours
19 worked at each hourly rate by the employee.”

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

25 45. Plaintiff believes these failures were willful and intentional.

26 46. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
27 Employer would further be liable for civil penalties pursuant to Labor Code section
28 2699(f)(2)(B)(ii).

1 47. **Failure to pay employees all wages due at time of termination/resignation:** An
2 employer is required to pay all unpaid wages timely after an employee's employment ends. The
3 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
4 hours of resignation (Labor Code section 202).

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

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

11 50. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
12 Employer would further be liable for civil penalties pursuant to Labor Code section
13 2699(f)(2)(B)(ii).

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

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

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

28 54. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil

1 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
2 512, and 1194, During Plaintiff's employment and continuing through the present, preceding
3 Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following
4 amounts:

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

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

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

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

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

27 55. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
28 reasonable attorneys' fees and costs in connection with his claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF AND ON OTHER AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:

ON THE FIRST CAUSE OF ACTION:

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

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

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

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

Dated: February 9, 2026

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By:



Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Jeffrey D. Klein, Esq.
Margaux Gundzik, Esq.
Attorneys for Plaintiff
RENO FUIMAONO III,
on behalf of himself and current and former
aggrieved employees