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on behalf of himself and current and former aggrieved employees

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

EMMANUEL MILANES, on behalf of himself
and current and former aggrieved employees

Plaintiff,

vs.

SAN GORGONIO MEMORIAL HOSPITAL;
SAN GORGONIO MEMORIAL HOSPITAL
FOUNDATION; and DOES 1 to 100, inclusive,

Defendants.

Case No.: **CVRI 2601476**

PAGA ACTION

**PLAINTIFF EMMANUEL MILANES'
COMPLAINT FOR:**

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

COMES NOW Plaintiff EMMANUEL MILANES ("Plaintiff"), who alleges and complains
against Defendants SAN GORGONIO MEMORIAL HOSPITAL; SAN GORGONIO MEMORIAL
HOSPITAL FOUNDATION; 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

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

15 **II. JURISDICTION AND VENUE**

16 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
17 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
18 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
19 non-exempt employees, and the State of California in excess of thirty-five thousand dollars
20 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-
21 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
22 aggrieved California-based hourly non-exempt employees occurred in locations throughout
23 California, including but not limited to Riverside County, at 600 N Highland Springs Ave, Banning,
24 CA 92220.

25 **III. PARTIES**

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

1 filed include current, former and/or future employees of Defendants who work, worked, or will work
2 for Defendants as direct employees as well as temporary employees employed through temp
3 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
4 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
5 Defendants in an hourly position at Defendants' location in Riverside from in or around February
6 2010, until on or about March 15, 2025.

7 2. Plaintiff is informed and believes and thereon alleges that Defendant SAN
8 GORGONIO MEMORIAL HOSPITAL is authorized to do business within the State of California
9 and is doing business in the State of California and/or that Defendants DOES 1-33 are, and at all
10 times relevant hereto were persons acting on behalf of Defendant SAN GORGONIO MEMORIAL
11 HOSPITAL in the establishment of, or ratification of, the aforementioned illegal wage and hour
12 practices or policies. Defendant SAN GORGONIO MEMORIAL HOSPITAL operates in Riverside
13 County and employed Plaintiff and aggrieved employees in Riverside County, including but not
14 limited to, at 600 N Highland Springs Ave, Banning, CA 92220.

15 3. Plaintiff is informed and believes and thereon alleges that Defendant SAN
16 GORGONIO MEMORIAL HOSPITAL FOUNDATION is authorized to do business within the
17 State of California and is doing business in the State of California and/or that Defendants DOES 34-
18 66 are, and at all times relevant hereto were persons acting on behalf of Defendant SAN
19 GORGONIO MEMORIAL HOSPITAL FOUNDATION in the establishment of, or ratification of,
20 the aforementioned illegal wage and hour practices or policies. Defendant SAN GORGONIO
21 MEMORIAL HOSPITAL FOUNDATION operates in Riverside County and employed Plaintiff
22 and aggrieved employees in Riverside County, including but not limited to, at 600 N Highland
23 Springs Ave, Banning, CA 92220.

24 4. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
25 through 66 are corporations, or are other business entities or organizations of a nature unknown to
26 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
27 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and working
28 conditions of employment of Plaintiff and aggrieved employees.

1 5. Plaintiff is informed and believes and thereon alleges that Defendants DOES 67
2 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
3 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
4 supervisor, independent contractor and/or employee of each defendant who violated or caused to be
5 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the
6 Industrial Welfare Commission's wage orders regulating hours and days of work.

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

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

16 **FIRST CAUSE OF ACTION**

17 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
18 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

22 9. During Plaintiff's employment and continuing through the present, Plaintiff alleges
23 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 246, 510, 512, 1194,
24 1197, 6401.7, 6401.9 and the applicable Wage Orders.

25 10. Specifically, Defendants have committed the following violations of California
26 Labor Code:

27 11. **Failure to pay wages for all hours worked at the legal minimum wage:**
28 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt

1 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
2 which includes all time that an employee is under control of the employer and all time the employee
3 is suffered and permitted to work. This includes the time an employee spends, either directly or
4 indirectly, performing services which inure to the benefit of the employer.

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

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

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

16 14. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
17 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants’
18 control without paying wages for that time. This resulted in Plaintiff and other current and former
19 aggrieved California-based hourly non-exempt employees working time for which they were not
20 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
21 Wage Order.

22 15. Employee is further informed and believes, and based thereon alleges, that
23 Employer’s conduct above that gave rise to such violations was 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 16. **Failure to pay wages for overtime hours worked at the overtime rate of pay**
27 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of
28 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer

1 is required to pay hourly employees for all “hours worked,” which includes all time that an employee
2 is under control of the employer and all time the employee is suffered and permitted to work. This
3 includes the time an employee spends, either directly or indirectly, performing services that inure to
4 the benefit of the employer.’

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

8 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
9 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
10 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
11 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
12 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
13 for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a
14 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
15 employee.

16 Labor Code section 510.

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

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

22 19. Employee is further informed and believes, and based thereon alleges, that
23 Employer’s conduct above that gave rise to such violations was 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 20. Furthermore, overtime is based upon an employee’s regular rate of pay. “The regular
27 rate at which an employee is employed shall be deemed to include all remuneration for employment
28 paid to, or on behalf, of the employee.” *See* Division of Labor Standards Enforcement –
Enforcement Policies and Interpretations Manual, Section 49.1.2.

21 21. In this case, Plaintiff alleges that when he and other current and former aggrieved
22 California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay

1 them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all
2 remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a
3 policy, practice, and/or procedure of failing to include all remuneration such as differential pay, for
4 example, when calculating Plaintiff's and other current and former aggrieved California-based
5 hourly non-exempt employees' regular rate of pay for the purpose of paying overtime.

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

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

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

1 of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

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

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

10 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
11 hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes
12 for every five hours worked due to missed, late, short and/or on-duty meal breaks.

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

17 27. 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 28. 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 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 29. 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 30. 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 31. **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 32. 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 5 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 5 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.
22 Wage Order 5 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 33. 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 5 at § 12.

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

9 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
10 non-exempt employees to remain on-duty during their rest breaks because Plaintiff and other current
11 and former aggrieved California-based hourly non-exempt employees were required to keep their
12 employer-issued cell phone on them at all times during their shift to monitor and respond to calls
13 from Defendant, including during rest breaks.

14 (c) Failing to provide Plaintiff and other current and former aggrieved California-based
15 hourly non-exempt employees a third uninterrupted duty-free rest period of no less than ten (10) net
16 minutes on each workday that Plaintiff and other current and former aggrieved California-based
17 hourly non-exempt employees work shifts over ten (10) hours.

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

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

1 when calculating Plaintiff's and other current and former aggrieved California-based hourly non-
2 exempt employees' regular rate of pay for the purpose of paying rest period premiums.

3 37. 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 in which Defendants did not provide them with rest periods
6 in compliance with California law.

7 38. 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 39. **Failure to provide sick pay wages:** Defendants had a policy and/or procedure where
12 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
13 accrued paid sick time.

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

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

26 42. In this case, Plaintiff alleges that when he and other current and former aggrieved
27 California-based hourly non-exempt employees elected to use paid sick time, Defendants failed to
28 pay them sick time wages at the proper sick time rate of pay due to Defendants' failure to include

1 all remuneration when calculating the sick time rate of pay. Specifically, Defendants maintained a
2 policy, practice, and/or procedure of failing to include all remuneration including but not limited to
3 differential pay, for example, when calculating Plaintiff and other current and former aggrieved
4 California-based hourly non-exempt employees' regular rate of pay for the purpose of paying sick
5 time.

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

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

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

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

28 47. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.

1 Employer would further be liable for civil penalties pursuant to Labor Code section
2 2699(f)(2)(B)(ii).

3 48. **Secret payment of lower wages than designated by statute:** Labor Code section
4 223 provides that, where any statute or contract requires an employer to maintain the designated
5 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
6 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
7 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
8 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
9 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
10 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while
11 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

12 49. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
13 Employer would further be liable for civil penalties pursuant to Labor Code section
14 2699(f)(2)(B)(ii).

15 50. **Failure to Establish, Implement, and Maintain a Workplace Violence and**
16 **Injury Prevention Program in Compliance with Labor Code Sections 6401.7 and 6401.9:**
17 California Labor Code Section 6401.7 requires every employer to establish, implement, and
18 maintain an effective injury prevention program. California Labor Code Section 6401.9 requires
19 California employers to adopt a comprehensive Workplace Violence Prevention Plan (WVPP), train
20 employees on workplace violence, log safety incidents, and conduct periodic inspections to evaluate
21 workplace violence hazards.

22 Plaintiff alleges that Defendant did not comply with Defendant's responsibilities and duties
23 under Labor Code sections 6401.7 and 6401.9. Plaintiff is informed and believes and thereon alleges
24 that Defendant (1) failed to establish, implement, and maintain an effective injury prevention
25 program; (2) failed to adopt a compliant Workplace Violence Prevention Plan; (3); failed to train
26 Employee and other aggrieved California-based hourly non-exempt employees in workplace
27 violence and injury prevention; (4) failed to log safety incidents; and (5) failed to conduct compliant
28 periodic inspections. Plaintiff believes these failures were willful and intentional. Plaintiff also

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

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

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

53. Plaintiff believes these failures were willful and intentional.

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

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

1 hours of resignation (Labor Code section 202).

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

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

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

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

15 60. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
16 section 2699.3. On December 31, 2025, Plaintiff filed a PAGA Claim Notice with the LWDA and
17 provided notice to Defendants by certified mail which provided notice of the specific provisions of
18 the Labor Code alleged to have been violated, including the facts and theories to support the
19 violations alleged.

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

25 62. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
26 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
27 246, 510, 512, 1194, 6401.7 and 6401.9: During Plaintiff's employment and continuing through the
28 present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in

the following amounts:

a. For violations of Labor Code sections 201, 202, 203, 226(a), and 226.7; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent 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].

63. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of 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:

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

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

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

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

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

11
12 Dated: March 9, 2026

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

13
14 By:



15 Joseph Lavi, Esq.
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21 EMMANUEL MILANES, on behalf of himself and
22 current and former aggrieved employees
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