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Attorneys for Plaintiff ARIYARAYN TAFOLLA-SANDOVAL,  
on behalf of herself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

ARIYARAYN TAFOLLA-SANDOVAL, on  
behalf of herself and current and former aggrieved  
employees

Plaintiff,

vs.

NIAGARA BOTTLING, LLC; and DOES 1 to  
100, inclusive,

Defendants.

Case No.: **26STCV06359**

**PAGA ACTION**

**PLAINTIFF ARIYARAYN  
TAFOLLA-SANDOVAL'S  
COMPLAINT FOR:**

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

**COMES NOW** Plaintiff ARIYARAYN TAFOLLA-SANDOVAL ("Plaintiff"), who  
alleges and complains against Defendants NIAGARA BOTTLING, 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

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 all  
6 legally required and/or compliant rest periods or pay rest period premium wages; indemnification  
7 for all necessary expenditures or losses incurred by employees in direct consequence of discharging  
8 their duties; statutory penalties for failure to provide accurate wage statements; statutory waiting  
9 time penalties in the form of continuation wages for failure to timely pay employees all wages due  
10 upon separation of employment. Plaintiff experienced these violations personally, as well as is  
11 informed and believes other aggrieved employees did as well. Plaintiff seeks on a representative  
12 basis, following notice to the Labor and Workforce Development Agency, civil penalties, reasonable  
13 attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff,  
14 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 twenty-five thousand dollars  
20 (\$25,000); 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 Los Angeles County, at 1440 Bridgegate Drive, Diamond  
24 Bar, CA 91765.

## 25 **III. PARTIES**

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

1 filed include current, former and/or future employees of Defendants who work, worked, or will work  
2 for Defendants as direct employees as well as temporary employees employed through temp  
3 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently  
4 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by  
5 Defendants in an hourly position at Defendants' location in Los Angeles County from in or around  
6 October 2, 2023 until on or about September 3, 2025.

7 4. Plaintiff is informed and believes and thereon alleges that Defendant NIAGARA  
8 BOTTLING, LLC is authorized to do business within the State of California and is doing business  
9 in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto  
10 were persons acting on behalf of Defendant NIAGARA BOTTLING, LLC in the establishment of,  
11 or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant  
12 NIAGARA BOTTLING, LLC operates in Los Angeles County and employed Plaintiff and  
13 aggrieved employees in Los Angeles County, including but not limited to, at 1440 Bridgegate Drive,  
14 Diamond Bar, CA 91765.

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

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

26 7. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff  
27 sues said defendants by said fictitious names, and will amend this complaint when the true names  
28 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as

1 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously  
2 named defendants is in some manner responsible for the events and allegations set forth in this  
3 complaint.

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

7 **FIRST CAUSE OF ACTION**

8 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**  
9 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

13 10. During Plaintiff's employment and continuing through the present, Plaintiff alleges  
14 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1197,  
15 1198, 2802, 6401.7, 6401.9 and the applicable Wage Orders.

16 11. Specifically, Defendants have committed the following violations of California  
17 Labor Code:

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

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

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

1 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved  
2 California-based hourly non-exempt employees all wages at the applicable minimum wage for all  
3 hours worked due to Defendants' policies, practices, and/or procedures including, but not limited  
4 to:

5 (a) Sometimes requiring Plaintiff and other current and former aggrieved California-  
6 based hourly non-exempt employees to clock out for their meal breaks and continue to work through  
7 their off-the-clock meal breaks.

8 (b) Sometimes requiring Plaintiff and other current and former aggrieved California-  
9 based hourly non-exempt employees to go through the security gate upon arriving to work and walk  
10 to punch-in machine, without being paid for that time.

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

17 16. Employee is further informed and believes, and based thereon alleges, that  
18 Employer's conduct above that gave rise to such violations was 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 17. **Failure to pay wages for overtime hours worked at the overtime rate of pay**  
22 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of  
23 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer  
24 is required to pay hourly employees for all "hours worked," which includes all time that an employee  
25 is under control of the employer and all time the employee is suffered and permitted to work. This  
26 includes the time an employee spends, either directly or indirectly, performing services that inure to  
27 the benefit of the employer.'

28 18. Labor Code sections 510 and 1194 require an employer to compensate employees a

1 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty (40)  
2 hours in a workweek, and on any seventh consecutive day of work in a workweek:

3 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours  
4 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in  
5 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half  
6 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours  
7 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay  
8 for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a  
9 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an  
10 employee.

11 Labor Code section 510.

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

15 (a) Sometimes requiring Plaintiff and other current and former aggrieved California-  
16 based hourly non-exempt employees to clock out for their meal breaks and continue to work through  
17 their off-the-clock meal breaks.

18 (b) Sometimes requiring Plaintiff and other current and former aggrieved California-  
19 based hourly non-exempt employees to go through the security gate upon arriving to work and walk  
20 to punch-in machine, without being paid for that time.

21 20. 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 21. The foregoing policies, practices, and/or procedures resulted in time during each  
26 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt  
27 employees were under the control of Defendants but were not compensated. To the extent that the  
28 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved  
California-based hourly non-exempt employees worked more than eight (8) hours in a workday,  
more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed  
to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code

sections 510, 1194 and 1198, and the applicable Wage Order.

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

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

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

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

(a) Sometimes requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to remain on-duty during their off-the-clock meal breaks because Plaintiff and other current and former aggrieved California-based hourly non-exempt

1 employees were required to keep their employer-issued radio on them at all times during their shift  
2 to monitor and respond to calls from Defendant, including during their off-the-clock meal breaks.

3 (b) 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, as a result of interrupted meal breaks.

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

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

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

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

23 30. California law requires every employer to authorize and permit an employee a rest  
24 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code  
25 section 226.7; Wage Order 4 at §12. Under California law, "[e]mployees are entitled to 10 minutes'  
26 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six  
27 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker*  
28 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7;

1 Wage Order 4 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.  
2 Wage Order 4 at §12. Additionally, the rest period requirement ““obligates employers to permit –  
3 and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*  
4 (2016) 2 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all  
5 duties and relinquish control over how employees spend their time. *Id.*

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

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

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

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

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

28 35. 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       **36. Failure to Indemnify for Losses and Expenditures Incurred as Part of**  
5 **Employment:** California law requires that every employer must indemnify its employees for all  
6 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at the  
7 obedience of the directions of the employer. Moreover, an employer is prohibited from passing the  
8 ordinary business expenses and losses of the employer onto the employee. (Lab. Code, § 2802.)

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

13             (a) Requiring Plaintiff and other current and former aggrieved California-based non-  
14 exempt hourly employees to use or purchase their own tools and/or resources in order to work for  
15 Defendants, including but not limited to personal cellphone usage for work-related purposes -  
16 without reimbursing Plaintiff and other current and former aggrieved California-based non-exempt  
17 hourly employees for such use.

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

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

25       40. Employee is further informed and believes, and based thereon alleges, that  
26 Employer's conduct above that gave rise to such violations was 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           41.     **Failure to timely pay earned wages during employment:** In California, wages  
2 must be paid at least twice during each calendar month on days designated in advance by the  
3 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages earned  
4 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and  
5 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any  
6 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll  
7 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)  
8 calendar days following the close of the payroll period in which wages were earned. Labor Code  
9 section 204(d).

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

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

20           44.     **Secret payment of lower wages than designated by statute:** Labor Code section  
21 223 provides that, where any statute or contract requires an employer to maintain the designated  
22 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage  
23 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by  
24 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful  
25 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,  
26 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor  
27 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while  
28 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

1           45. Plaintiff also believes these failures were 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           46. **Failure to Establish, Implement, and Maintain a Workplace Violence and**  
5 **Injury Prevention Program in Compliance with Labor Code Sections 6401.7 and 6401.9:**  
6 California Labor Code Section 6401.7 requires every employer to establish, implement, and  
7 maintain an effective injury prevention program. California Labor Code Section 6401.9 requires  
8 California employers to adopt a comprehensive Workplace Violence Prevention Plan (WVPP), train  
9 employees on workplace violence, log safety incidents, and conduct periodic inspections to evaluate  
10 workplace violence hazards.

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

20           47. **Failure to provide complete and accurate wage statements:** Labor Code section  
21 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee  
22 his or her wages, the employer must "furnish each of his or her employees ... an itemized statement  
23 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any  
24 employee whose compensation is solely based on a salary and who is exempt from payment of  
25 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare  
26 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee  
27 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders  
28 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive

1 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her  
2 social security number, (8) the name and address of the legal entity that is the employer, and (9) all  
3 applicable hourly rates in effect during the pay period and the corresponding number of hours  
4 worked at each hourly rate by the employee.”

5 48. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff  
6 and other current and former aggrieved California-based hourly non-exempt employees all wages  
7 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period  
8 premium wages) rendered Plaintiff’s and other current and former aggrieved California-based  
9 hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code section  
10 226(a)(1, 2, 5 & 9).

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

12 50. 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 51. **Failure to pay employees all wages due at time of termination/resignation:** An  
16 employer is required to pay all unpaid wages timely after an employee’s employment ends. The  
17 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)  
18 hours of resignation (Labor Code section 202).

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

24 53. Plaintiff believes these failures were willful and intentional.

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

28 55. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee,

1 on behalf of himself or herself and other current or former employees, to bring a civil action to  
2 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code  
3 section 2699.3.

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

9 57. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by  
10 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code  
11 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the  
12 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends  
13 to investigate Plaintiff's claims.

14 58. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil  
15 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,  
16 510, 512, 1194, 6401.7 and 6401.9: During Plaintiff's employment and continuing through the  
17 present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in  
18 the following amounts:

19 a. For violations of Labor Code sections 201, 202, 203, 226(a), 226.7, 1198, and  
20 2802; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation  
21 and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent  
22 violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

27 c. For violations of Labor Code section 510 and 512, fifty dollars (\$50) for each  
28 employee for each pay period for the initial violation, and for each subsequent violation, one

1 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts  
2 established by Labor Code section 558].

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

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

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

15 **PRAYER FOR RELIEF**

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

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

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

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

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

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

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1 Dated: February 26, 2026

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

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By: *Vincent C. Granberry*

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Attorneys for Plaintiff  
ARIYARAYN TAFOLLA-SANDOVAL  
on behalf of herself and current and former aggrieved  
employees

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