

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Jeffrey D. Klein, Esq. (SBN 297296)
Jovahn Wiggins, Esq. (SBN 349903)
Tina Petrosian, Esq. (SBN 352752)
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
jwiggins@lelawfirm.com
tpetrosian@lelawfirm.com

Attorneys for Plaintiff RACHEL CORTEZ,
on behalf of herself and current and former aggrieved employees

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

RACHEL CORTEZ, on behalf of herself and
current and former aggrieved employees

Plaintiff,

vs.

CELLULARMART RS, INC.;
CELLULARMART DHS, INC.; and DOES 1 to
100, inclusive,

Defendants.

Case No.: **26STCV05993**

PAGA ACTION

**PLAINTIFF RACHEL CORTEZ'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff RACHEL CORTEZ ("Plaintiff"), who alleges and complains
against Defendants CELLULARMART RS, INC.; CELLULARMART DHS, INC.; 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' claims for failure to pay wages for
3 all hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure
4 to authorize or permit all legally required and/or compliant meal periods or pay meal period
5 premium wages; failure to authorize or permit all legally required and/or compliant rest periods or
6 pay rest period premium wages; indemnification for all necessary expenditures or losses incurred
7 by employees in direct consequence of discharging their duties; statutory penalties for failure to
8 provide accurate wage statements; statutory waiting time penalties in the form of continuation wages
9 for failure to timely pay employees all wages due upon separation of employment. Plaintiff
10 experienced these violations personally, as well as is informed and believes other aggrieved
11 employees did as well. Plaintiff seeks on a representative basis, following notice to the Labor and
12 Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor Code
13 section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others
14 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 10005 Valley Blvd., El Monte, CA
24 91731.

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 from in or around
6 November 2, 2022, until on or about September 11, 2025.

7 4. Plaintiff is informed and believes and thereon alleges that Defendant
8 CELLULARMART RS, INC. is authorized to do business within the State of California and is doing
9 business in the State of California and/or that Defendants DOES 1-33 are, and at all times relevant
10 hereto were persons acting on behalf of Defendant CELLULARMART RS, INC. in the
11 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
12 Defendant CELLULARMART RS, INC. operates in Los Angeles County and employed Plaintiff
13 and aggrieved employees in Los Angeles County, including but not limited to, at 10005 Valley
14 Blvd., El Monte, CA 91731.

15 5. Plaintiff is informed and believes and thereon alleges that Defendant
16 CELLULARMART DHS, INC. is authorized to do business within the State of California and is
17 doing business in the State of California and/or that Defendants DOES 34-66 are, and at all times
18 relevant hereto were persons acting on behalf of Defendant CELLULARMART RS, INC. in the
19 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
20 Defendant CELLULARMART DHS, INC. operates in Los Angeles County and employed Plaintiff
21 and aggrieved employees in Los Angeles County, including but not limited to, at 10005 Valley
22 Blvd., El Monte, CA 91731.

23 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 67
24 through 83 are corporations, or are other business entities or organizations of a nature unknown to
25 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
26 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and working
27 conditions of employment of Plaintiff and aggrieved employees.

28 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 84

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

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

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

15 **FIRST CAUSE OF ACTION**

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

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

20 10. Plaintiff incorporates all paragraphs above as though fully set forth herein.

21 11. During Plaintiff's employment and continuing through the present, Plaintiff alleges
22 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1197,
23 1198, 2802, 6401.7, 6401.9 and the applicable Wage Orders.

24 12. Specifically, Defendants have committed the following violations of California
25 Labor Code:

26 13. **Failure to pay wages for all hours worked at the legal minimum wage:**
27 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
28 employees. In California, an employer is required to pay hourly employees for all "hours worked,"

1 which includes all time that an employee is under control of the employer and all time the employee
2 is suffered and permitted to work. This includes the time an employee spends, either directly or
3 indirectly, performing services which inure to the benefit of the employer.

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

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

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

16 (b) requiring Plaintiff and other current and former aggrieved California-based hourly
17 non-exempt employees to clock out for the end of their shift and continue to work, without being
18 paid for all time worked while off the clock.

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

25 17. 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 18. **Failure to pay wages for overtime hours worked at the overtime rate of pay**
2 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of
3 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer
4 is required to pay hourly employees for all “hours worked,” which includes all time that an employee
5 is under control of the employer and all time the employee is suffered and permitted to work. This
6 includes the time an employee spends, either directly or indirectly, performing services that inure to
7 the benefit of the employer.’

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

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

19 Labor Code section 510.

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

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

26 (b) requiring Plaintiff and other current and former aggrieved California-based hourly
27 non-exempt employees to clock out for the end of their shift and continue to work, without being
28 paid for all time worked while off the clock.

29 21. Employee is further informed and believes, and based thereon alleges, that
30 Employer’s conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.
31 Employer would further be liable for civil penalties pursuant to Labor Code section

1 2699(f)(2)(B)(ii).

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

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

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

26 25. If an employer fails to provide an employee a meal period in accordance with the
27 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
28 for each workday that a legally required and compliant meal period was not provided. Labor Code

1 sections 226.7 and 1198; Wage Order 4 at §11.

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

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

9 (b) failing to provide Plaintiff and other current and former aggrieved California-based
10 hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes
11 for every five hours worked, as a result of late meal breaks beyond the fifth hour of work due to
12 chronic understaffing.

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

26 29. Employee is further informed and believes, and based thereon alleges, that
27 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.
28 Employer would further be liable for civil penalties pursuant to Labor Code section

1 2699(f)(2)(B)(ii).

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

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

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

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

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

28 (b) failing to provide to Plaintiff and other current and former aggrieved California-

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

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

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

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

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

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

26 (a) requiring Plaintiff and other current and former aggrieved California-based non-
27 exempt hourly employees to use or purchase their own tools and/or resources in order to work for
28 Defendants, including but not limited to personal cellphone usage and uniform maintenance for

1 work-related purposes - without reimbursing Plaintiff and other current and former aggrieved
2 California-based non-exempt hourly employees for such use.

3 39. Moreover, Defendants employed policies and procedures which ensured Plaintiff and
4 aggrieved employees would not receive indemnification for their employment related expenses.
5 This practice resulted in Plaintiff and aggrieved employees not receiving such indemnification in
6 compliance with California law.

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

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

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

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

1 wages within the applicable time frames outlined in Labor Code section 204.

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

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

14 46. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
15 Employer would further be liable for civil penalties pursuant to Labor Code section
16 2699(f)(2)(B)(ii).

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

24 Plaintiff alleges that Defendant did not comply with Defendant's responsibilities and duties
25 under Labor Code sections 6401.7 and 6401.9. Plaintiff is informed and believes and thereon alleges
26 that Defendant (1) failed to establish, implement, and maintain an effective injury prevention
27 program; (2) failed to adopt a compliant Workplace Violence Prevention Plan; (3); failed to train
28 Employee and other aggrieved California-based hourly non-exempt employees in workplace

1 violence and injury prevention; (4) failed to log safety incidents; and (5) failed to conduct compliant
2 periodic inspections. Plaintiff believes these failures were willful and intentional. Plaintiff also
3 believes these failures were malicious, fraudulent, or oppressive. Defendant would further be liable
4 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

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

25 51. 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 52. **Failure to pay employees all wages due at time of termination/resignation:** An

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

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

9 54. Plaintiff believes these failures were willful and intentional.

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

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

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

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

27 59. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
28 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,

1 510, 512, 1194, 2802, 6401.7 and 6401.9: During Plaintiff's employment and continuing through
2 the present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present,
3 in the following amounts:

4 a. For violations of Labor Code sections 201, 202, 203, 226(a), 226.7, 1198, and
5 2802; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation
6 and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
7 violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

12 c. For violations of Labor Code section 510 and 512, fifty dollars (\$50) for each
13 employee for each pay period for the initial violation, and for each subsequent violation, one
14 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
15 established by Labor Code section 558].

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

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

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

28 ///

PRAYER FOR RELIEF

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

ON THE FIRST CAUSE OF ACTION:

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

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

3. For attorneys' fees and costs of suit, including but not limited to those recoverable 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 24, 2026

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By:



Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Jeffrey D. Klein, Esq.
Jovahn Wiggins, Esq.
Tina Petrosian, Esq.
Attorneys for Plaintiff
RACHEL CORTEZ, on behalf of herself and current
and former aggrieved employees