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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 LOS ANGELES**

WALTER L. ENNON JR., on behalf of himself
and current and former aggrieved employees

Plaintiff,

vs.

JOHN STEWART COMPANY; and DOES 1 to
100, inclusive,

Defendants.

Case No.: **26STCV09484**

PAGA ACTION

COMPLAINT FOR:

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

COMES NOW Plaintiff WALTER L. ENNON JR. ("Plaintiff"), who alleges and complains
against Defendants JOHN STEWART COMPANY; and DOES 1 to 100, inclusive (collectively
"Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, himself
and other current and former aggrieved employees of Defendants who worked as hourly non-exempt
employees in California during the relevant time period seeking civil penalties associated with

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

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over the claims of Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks civil penalties on behalf of himself, all other current and former aggrieved California-based hourly non-exempt employees, and the State of California in excess of thirty-five thousand dollars (\$35,000); Defendants employed current and former aggrieved California-based hourly non-exempt employees, and the injuries to current and former aggrieved California-based hourly non-exempt employees occurred, in locations throughout California, including but not limited to Los Angeles County.

III. PARTIES

3. Plaintiff brings this action as a representative of the Labor and Workforce Development Agency on behalf of himself and other current and former employees subject to violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is filed include current, former and/or future employees of Defendants who work, worked, or will work for Defendants as direct employees as well as temporary employees employed through temp agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently

1 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
2 Defendants in an hourly position by Defendant from in or around October 2016 until on or about
3 December 12, 2025.

4 4. Plaintiff is informed and believes and thereon alleges that Defendant JOHN
5 STEWART COMPANY is authorized to do business within the State of California and is doing
6 business in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant
7 hereto were persons acting on behalf of Defendant JOHN STEWART COMPANY in the
8 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
9 Defendant JOHN STEWART COMPANY operates in Los Angeles County and employed
10 aggrieved employees in the city of Los Angeles.

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

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

22 7. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
23 sues said defendants by said fictitious names, and will amend this complaint when the true names
24 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
25 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
26 named defendants is in some manner responsible for the events and allegations set forth in this
27 complaint.
28

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

FIRST CAUSE OF ACTION

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

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

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

10. During Plaintiff's employment and continuing through the present, Plaintiff alleges Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 246, 510, 512, 1194, 1197, 1198, 6401.7, 6401.9, and the applicable Wage Orders.

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

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

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

14. In this case, Plaintiff and other current and former aggrieved California-based hourly non-exempt employees worked more minutes per shift than Defendants credited them with having worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all wages at the applicable minimum wage for all

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

3 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
4 non-exempt employees to work on "on call" as follows: i), requiring Plaintiff other current and
5 former aggrieved California-based hourly non-exempt employees who worked "on call" to respond
6 to calls from Defendants or their clients within 10-15 minutes resulting in restrictive geographical
7 limitations imposed and an inability to engage in personal pursuits during "on call" hours; ii)
8 requiring Plaintiff other current and former aggrieved California-based hourly non-exempt
9 employees who worked "on call" to work rotational "on call" so that they were unable to exchange
10 their "on call" duties with other employees; and iii) the frequency and duration of the calls that
11 Plaintiff other current and former aggrieved California-based hourly non-exempt employees who
12 worked "on call" received rendered them on-duty at all times during their "on call" hours.
13 Nevertheless, Defendant failed to pay Plaintiff other current and former aggrieved California-based
14 hourly non-exempt employees who worked "on call" for all the hours that they spent on standby
15 during their rotational "on call: shifts. Instead, Defendants only paid Plaintiff other current and
16 former aggrieved California-based hourly non-exempt employees who worked "on call" for the
17 hours that they worked responding to calls and not during the hours that they worked on standby
18 "engaged to wait" and under the control of Defendants.

19 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
20 non-exempt employees to remain on-duty during their off-the-clock meal breaks because Plaintiff
21 and other current and former aggrieved California-based hourly non-exempt employees were
22 required to always keep their personal cellphones on them during their shifts to monitor and respond
23 to calls from Defendant, including while off-the-clock during meal breaks.

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

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

3 16. Employee is further informed and believes, and based thereon alleges, that
4 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.
5 Employer would further be liable for civil penalties pursuant to Labor Code section
6 2699(f)(2)(B)(ii).

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

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

17 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
18 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
19 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
20 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
21 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
22 for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a
23 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
24 employee.

25 Labor Code section 510.

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

(a) Requiring Plaintiff and other current and former aggrieved California-based hourly
non-exempt employees to work on "on call" as follows: i), requiring Plaintiff and other current and
former aggrieved California-based hourly non-exempt employees who worked "on call" to respond

1 to calls from Defendants or their clients within 10-15 minutes resulting in restrictive geographical
2 limitations imposed and an inability to engage in personal pursuits during “on call” hours; ii)
3 requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt
4 employees who worked “on call” to work rotational “on call” so that they were unable to exchange
5 their “on call” duties with other employees; and iii) the frequency and duration of the calls that
6 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
7 who worked “on call” received rendered them on-duty at all times during their “on call” hours.
8 Nevertheless, Defendant failed to pay Plaintiff and other current and former aggrieved California-
9 based hourly non-exempt employees who worked “on call” for all the hours that they spent on
10 standby during their rotational “on call: shifts. Instead, Defendants only paid Plaintiff and other
11 current and former aggrieved California-based hourly non-exempt employees who worked “on call”
12 for the hours that they worked responding to calls and not during the hours that they worked on
13 standby “engaged to wait” and under the control of Defendants.

14 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
15 non-exempt employees to remain on-duty during their off-the-clock meal breaks because Plaintiff
16 and other current and former aggrieved California-based hourly non-exempt employees were
17 required to always keep their personal cellphones on them during their shifts to monitor and respond
18 to calls from Defendant, including while off-the-clock during meal breaks.

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

23 21. Furthermore, overtime is based upon an employee’s regular rate of pay. “The regular
24 rate at which an employee is employed shall be deemed to include all remuneration for employment
25 paid to, or on behalf, of the employee.” See Division of Labor Standards Enforcement –
26 Enforcement Policies and Interpretations Manual, Section 49.1.2.

27 22. In this case, Plaintiff alleges that when he and other current and former aggrieved
28 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 split shift 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 23. 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 24. **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 25. 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
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1 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
2 of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

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

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

11 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
12 hourly non-exempt employees with timely, uninterrupted, duty-free meal breaks of at least 30
13 minutes for every five hours worked during on-call hours worked.

14 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
15 non-exempt employees to keep their personal cellphones on them and to always monitor them
16 during their shift including while off-the-clock during meal breaks resulting in Plaintiff and other
17 current and former aggrieved California-based hourly non-exempt employees remaining on duty
18 during their off-the-clock meal breaks.

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

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

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29. Finally, on occasions when Defendants paid Plaintiff and other current and former aggrieved California-based hourly non-exempt employees a “premium” wage for late, missed, short, on-premise, on-duty, and/or interrupted meal periods, Defendants failed to pay the one (1) additional hour of pay at Plaintiff’s and other current and former aggrieved California-based hourly non-exempt employees’ regular rate of compensation. Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include all remuneration such as split shift pay, for example, when calculating Plaintiff’s and other current and former aggrieved California-based hourly non-exempt employees’ regular rate of pay for the purpose of paying meal period premium wages.

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

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

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

33. California law requires every employer to authorize and permit an employee a rest period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code section 226.7; Wage Order 5 at §12. Under California law, “[e]mployees are entitled to 10 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7; Wage Order 5 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period. Wage Order 5 at §12. Additionally, the rest period requirement ““obligates employers to permit –

1 and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*
2 (2016) 2 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
3 duties and relinquish control over how employees spend their time. *Id.*

4 34. If the employer fails to authorize or permit a required rest period, the employer must
5 pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the
6 employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage
7 Order 5 at § 12.

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

12 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
13 hourly non-exempt employees with net ten (10) minute rest breaks for every four (4) hours worked
14 or major fraction thereof during on-call hours worked.

15 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
16 non-exempt employees to keep their personal cellphones on them and to always monitor them
17 during their shift, including during rest breaks, resulting in Plaintiff and other current and former
18 aggrieved California-based hourly non-exempt employees remaining on duty during their rest
19 breaks.

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

24 36. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
25 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
26 hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday
27 they did not receive legally required and compliant rest periods, in violation of Labor Code section
28 226.7.

1 37. Finally, on occasions when Defendants did pay Plaintiff and other current and former
2 aggrieved California-based hourly non-exempt employees a “premium” wage for late, missed, short,
3 on-premise, on-duty, and/or interrupted rest periods, Defendants failed to pay the one (1) additional
4 hour of pay at Plaintiff’s and other current and former aggrieved California-based hourly non-
5 exempt employees’ regular rate of compensation. Specifically, Defendants maintained a policy,
6 practice, and/or procedure of failing to include all remuneration such split shift pay, for example,
7 when calculating Plaintiff’s and other current and former aggrieved California-based hourly non-
8 exempt employees’ regular rate of pay for the purpose of paying rest period premiums.

9 38. 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 39. 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 40. **Failure to provide sick pay wages:** Defendants had a policy and/or procedure where
18 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
19 accrued paid sick time.

20 41. Labor Code section 246, subdivision (a), states in relevant part “[a]n employee
21 who...works in California for the same employer for 30 or more days within a year from the
22 commencement of employment is entitled to paid sick days.” Additionally, an employee accrues
23 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked, beginning
24 at the commencement of employment. Labor Code section 246(b).

25 42. Here, Plaintiff and other current and former aggrieved California-based hourly non-
26 exempt employees were employed by Defendants for 30 or more days and were entitled to paid sick
27 days. Defendants, however, lacked a policy, practice, and/or procedure whereby Plaintiffs and other
28 current and former aggrieved California-based hourly non-exempt employees who were employed

1 by Defendants for 30 days or more could accrue paid sick days at the rate of no-less-than one (1)
2 hour per every thirty (30) hours worked, beginning at the commencement of employment as required
3 by Labor Code section 246(b).

4 43. In this case, Plaintiff alleges that when he and other current and former aggrieved
5 California-based hourly non-exempt employees elected to use paid sick time, Defendants failed to
6 pay them sick time wages at the proper sick time rate of pay due to Defendants' failure to include
7 all remuneration when calculating the sick time rate of pay. Specifically, Defendants maintained a
8 policy, practice, and/or procedure of failing to include all remuneration including but not limited to
9 "shift pay" for example, when calculating Plaintiff and other current and former aggrieved
10 California-based hourly non-exempt employees' regular rate of pay for the purpose of paying sick
11 time.

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

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

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

27 47. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
28 timely pay Plaintiff's and other current and former aggrieved California-based hourly non-exempt

employees' earned wages (including minimum wages, overtime wages, meal period premium wages and/or rest period premium wages), in violation of Labor Code section 204. Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees' their earned wages within the applicable time frames outlined in Labor Code section 204.

48. 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).

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

50. 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).

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

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

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

23 54. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
24 and other current and former aggrieved California-based hourly non-exempt employees all wages
25 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period
26 premium wages) rendered Plaintiff's and other current and former aggrieved California-based
27 hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code section
28 226(a)(1, 2, 5 & 9).

1 55. Plaintiff believes these failures were willful and intentional.

2 56. 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 57. **Failure to pay employees all wages due at time of termination/resignation:** An
6 employer is required to pay all unpaid wages timely after an employee's employment ends. The
7 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
8 hours of resignation (Labor Code section 202).

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

14 59. Plaintiff believes these failures were willful and intentional.

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

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

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

27 63. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
28 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code

1 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
2 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
3 to investigate Plaintiff's claims.

4 64. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
5 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
6 246, 510, 512, 1194, 1198, 6401.7, and 6401.9. During Plaintiff's employment and continuing
7 through the present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the
8 present, in the following amounts:

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

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

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

21 d. For violations of Labor Code section 204, 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 210].

26 e. For violations of Labor Code section 223, one hundred dollars (\$100) for
27 each failure to pay each employee in any initial violation, and for each subsequent violation, or any
28 willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee,

1 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code
2 section 225.5].

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

5 **PRAYER FOR RELIEF**

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

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

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

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

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

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

18
19 Dated: March 24, 2026

LAVI & EBRAHIMIAN, LLP

20
21 By:



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