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Assigned for All Purposes
Judge Lon Hurwitz
Dept. CX103

Attorneys for Plaintiff CARLOS ANAYA,
on behalf of himself and current and former aggrieved employees,

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

CARLOS ANAYA, on behalf of himself and
current and former aggrieved employees,

Plaintiff,

vs.

WORLD PAC, INC.; ADVANCE AUTO
PARTS; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 30-2023-01344326-CU-OE-CXC

PAGA ACTION

**PLAINTIFF CARLOS ANAYA’S
COMPLAINT FOR:**

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

COMES NOW Plaintiff CARLOS ANAYA ("Plaintiff"), who alleges and complains
against Defendants WORLD PAC, INC.; ADVANCE AUTO PARTS; 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 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 authorize or permit all legally

1 required and/or compliant meal periods or pay meal period premium wages; failure to authorize or
2 permit all legally required and/or compliant rest periods or pay rest period premium wages; failure
3 to pay wages for accrued paid sick time at the regular rate of pay; failure to timely pay earned
4 wages during employment; failure to provide complete and accurate wage statements, and failure
5 to timely pay all unpaid wages following separation of employment. Plaintiff seeks on a
6 representative basis, following notice to the Labor and Workforce Development Agency, civil
7 penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought
8 on behalf of Plaintiff, the State of California, and others aggrieved.

9 **II. JURISDICTION AND VENUE**

10 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
11 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
12 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
13 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
14 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
15 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
16 aggrieved California-based hourly non-exempt employees occurred in locations throughout
17 California, including but not limited to Orange County at 1225 W. Imperial Hwy, Brea, California
18 92821.

19 3. In response to the COVID-19 pandemic, the Judicial Council of California enacted
20 Emergency Rule 9 to the California Rules of Court, which provided that, notwithstanding any
21 other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are
22 tolled from April 6, 2020, until October 1, 2020.

23 **III. PARTIES**

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

1 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
2 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
3 employed by Defendants in an hourly position at Defendants' location in Brea from approximately
4 February 18, 2018, until on or about August 10, 2022.

5 5. Plaintiff is informed and believes and thereon alleges that Defendant WORLDPAAC,
6 INC. is authorized to do business within the State of California and is doing business in the State
7 of California and/or that Defendants DOES 1-25 are, and at all times relevant hereto were persons
8 acting on behalf of Defendant WORLDPAAC, INC. in the establishment of, or ratification of, the
9 aforementioned illegal wage and hour practices or policies. Defendant WORLDPAAC, INC.
10 operates in Orange County and employed Plaintiff and putative class members in Orange County,
11 including but not limited to, at 1225 W. Imperial Hwy, Brea, CA 92821.

12 6. Plaintiff is informed and believes and thereon alleges that Defendant ADVANCE
13 AUTO PARTS is authorized to do business within the State of California and is doing business in
14 the State of California and/or that Defendants DOES 26-50 are, and at all times relevant hereto
15 were persons acting on behalf of Defendant ADVANCE AUTO PARTS in the establishment of,
16 or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
17 ADVANCE AUTO PARTS operates in Orange County and employed Plaintiff and putative class
18 members in Orange County, including but not limited to, at 1225 W. Imperial Hwy, Brea, CA
19 92821.

20 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
21 through 50 are corporations, or are other business entities or organizations of a nature unknown to
22 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
23 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
24 working conditions of employment of Plaintiff and aggrieved employees.

25 8. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
26 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
27 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
28 supervisor, independent contractor and/or employee of each defendant who violated or caused to

1 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of
2 the Industrial Welfare Commission's wage orders regulating hours and days of work.

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

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

12 **FIRST CAUSE OF ACTION**

13 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
14 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

15 **(Against all Defendants by Plaintiff)**

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

17 12. During Plaintiff's employment and continuing through the present, Plaintiff alleges
18 Defendants violated Labor Code sections 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 1194,
19 1197, and the applicable Wage Orders.

20 13. Specifically, Defendants have committed the following violations of California
21 Labor Code:

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

28 15. Labor Code sections 1194 and 1197 require an employer to compensate employees

1 for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the
2 Wage Orders.

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

9 (a) Since June 2020, Plaintiff and other current and former aggrieved California-based
10 hourly non-exempt employees were required to line up to wait to undergo and undergo COVID-19
11 related temperature checks and respond to medical questionnaires prior to being permitted to clock
12 in for the start shift.

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

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

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

28 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of

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

Labor Code section 510.

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

(a) Since June 2020, Plaintiff and other current and former aggrieved California-based hourly non-exempt employees were required to line up to wait to undergo and undergo COVID-19 related temperature checks and respond to medical questionnaires prior to being permitted to clock in for the start shift.

21. Overtime is based upon an employee's regular rate of pay. "The regular rate at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf, of the employee." See Division of Labor Standards Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

22. In this case, Plaintiff alleges that when he and other current and former aggrieved California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include all remuneration such as "safety bonus," 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 overtime wages.

23. The foregoing policies, practices, and/or procedures resulted in time during each workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt employees were under the control of Defendants but were not compensated. To the extent that the 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,

1 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
2 to pay them at their overtime rate of pay for overtime hours worked and/or their proper overtime
3 rate of pay, in violation of Labor Code sections 510 and 1194 and the applicable Wage Order.

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

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

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

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

27 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
28 hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes

1 for every five hours worked; and

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

6 28. Plaintiff alleges that Defendants maintained a policy, practice, and/or procedure of
7 failing to compensate Plaintiff and other current and former aggrieved California-based hourly
8 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
10 did not receive legally required and compliant meal periods, in violation of Labor Code section
11 226.7.

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

21 30. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff
22 and other current and former aggrieved California-based hourly non-exempt employees not
23 receiving wages to compensate them for workdays during which Defendants did not provide them
24 with meal periods and/or not receiving premium wages at the proper rate of pay in compliance
25 with California law.

26 31. **Failure to pay wages to hourly non-exempt employees for workdays that**
27 **Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other
28 current and former aggrieved California-based hourly non-exempt employees regularly worked

1 shifts of more than three-and-a-half (3.5) hours.

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

13 33. If the employer fails to authorize or permit a required rest period, the employer
14 must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday
15 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;
16 Wage Orders at § 12.

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

21 (a) Failing to provide Plaintiffs and other current and former aggrieved California-
22 based hourly non-exempt employees with net ten (10) minute rest breaks for every four (4) hours
23 worked or major fraction thereof; and

24 (b) Failing to provide Plaintiff and other current and former aggrieved California-based
25 hourly non-exempt employees a third uninterrupted duty-free rest breaks of no less than ten (10)
26 net minutes on each workday that Plaintiff and other current and former aggrieved California-
27 based hourly non-exempt employees work shifts over ten (10) hours.

28 35. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or

1 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
2 based hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each
3 workday they did not receive legally required and compliant rest periods, in violation of Labor
4 Code section 226.7.

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

14 37. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff
15 and other current and former aggrieved California-based hourly non-exempt employees not
16 receiving wages to compensate them for workdays in which Defendants did not provide them with
17 rest periods and/or not receiving premium wages at the proper rate of pay in compliance with
18 California law.

19 38. **Failure to pay wages for accrued paid sick days at the regular rate of pay:**
20 Defendants had a policy and/or procedure where Plaintiff and other current and former aggrieved
21 California-based hourly non-exempt employees accrued paid sick time.

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

27 40. Here, Plaintiff and other current and former aggrieved California-based hourly non-
28 exempt employees were employed by Defendants for 30 or more days and were entitled to paid

1 sick days. Also, Plaintiff and other current and former aggrieved California-based hourly non-
2 exempt employees began accruing paid sick days since the beginning of each of their respective
3 employment with Defendants.

4 41. Labor Code section 246, subdivision (l), provides that an employer shall calculate
5 the paid sick time for non-exempt employees in the same manner as the regular rate of pay for the
6 workweek in which the employee elected to use paid sick time. “The regular rate at which an
7 employee is employed shall be deemed to include all remuneration for employment paid to, or on
8 behalf, of the employee.” See Division of Labor Standards Enforcement – Enforcement Policies
9 and Interpretations Manual, Section 49.1.2.

10 42. In this case, Plaintiff alleges that when he and other current and former aggrieved
11 California-based hourly non-exempt employees elected to use paid sick time, Defendants failed to
12 pay them sick time wages at the proper sick time rate of pay due to Defendants’ failure to include
13 all remuneration when calculating the sick time rate of pay. Specifically, Defendants maintained a
14 policy, practice, and/or procedure of failing to include all remuneration such as “safety bonus,” for
15 example, when calculating Plaintiff’s and other current and former aggrieved California-based
16 hourly non-exempt employees’ regular rate of pay for the purpose of paying sick time.

17 43. Defendants’ foregoing policy, practice, and/or procedure resulted in Defendants
18 failing to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt
19 employees at their sick time regular rate of pay for all sick time accrued, in violation of Labor
20 Code section 246.

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

1 earned. Labor Code section 204(d).

2 45. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
3 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
4 exempt employees' earned wages (including minimum wages, overtime wages, overtime wages at
5 the proper rate, meal period premium wages, meal period premium wages at the proper rate, rest
6 period premium wages and/or rest period premium wages at the proper rate), in violation of Labor
7 Code section 204. Defendants' aforementioned policies, practices, and/or procedures resulted in
8 their failure to pay Plaintiff's and other current and former aggrieved California-based hourly non-
9 exempt employees' their earned wages within the applicable time frames outlined in Labor Code
10 section 204.

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

24 47. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
25 and other current and former aggrieved California-based hourly non-exempt employees all wages
26 earned (including minimum wages, overtime wages, overtime wages at the proper rate, meal
27 period premium wages, meal period premium wages at the proper rate, rest period premium wages
28 and/or rest period premium wages at the proper rate) rendered Plaintiff's and other current and

1 former aggrieved California-based hourly non-exempt employees' wage statements inaccurate, in
2 violation of Labor Code section 226.

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

7 49. Plaintiff alleges that he, and on information and belief, other current and former
8 aggrieved California-based hourly non-exempt employees that Defendants committed direct
9 violations of Labor Code section 203, were not paid their final wages in a timely manner as
10 required by Labor Code section 203. Defendants did not pay Plaintiff's and other current and
11 former aggrieved California-based hourly non-exempt employees final wages until the pay period
12 following the date of termination.

13 50. As a derivative of Plaintiff's allegations above, because Defendants failed to pay
14 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
15 all their earned wages (including minimum wages, overtime wages, overtime wages at the proper
16 rate, meal period premium wages, meal period premium wages at the proper rate, rest period
17 premium wages, rest period premium wages at the proper rate, and/or sick pay), Defendants failed
18 to pay those employees timely after each employee's termination and/or resignation, in violation
19 of Labor Code sections 201, 202, and 203.

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

24 52. Plaintiff has complied with the procedures for bringing suit specified in Labor
25 Code section 2699.3. On June 20, 2023, Plaintiff filed a PAGA Claim Notice with the LWDA and
26 provided notice to Defendants by certified mail which provided notice of the specific provisions of
27 the Labor Code alleged to have been violated, including the facts and theories to support the
28 violations alleged.

 53. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by

1 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
2 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
3 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
4 to investigate Plaintiff's claims.

5 54. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
6 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 246,
7 510, 512, 1194, 1197, During Plaintiff's employment and continuing through the present,
8 preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the
9 following amounts:

10 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, 246, and
11 512; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
12 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
13 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

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

22 d. For violations of Labor Code section 1194 and 1197, one hundred dollars
23 (\$100) for each underpaid employee for each pay period for the initial violation, and for each
24 subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay
25 period [penalty amounts established by Labor Code section 1197.1].

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

28 **PRAYER FOR RELIEF**

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

3 ON THE FIRST CAUSE OF ACTION:

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

6 2. For any and all legally applicable penalties during the relevant statute of limitations
7 subject to any permissible tolling, including but not limited to those recoverable under the
8 California Labor Code, including but not limited to section 2699(f);

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

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

13
14 Dated: August 25, 2023

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP



15
16 By:

17 Joseph Lavi, Esq.
18 Vincent C. Granberry, Esq.
19 Cassandra A. Castro, Esq.
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21 CARLOS ANAYA,
22 on behalf of himself and current and former
23 aggrieved employees
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