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Attorneys for Plaintiff GILBERT OCHOA,  
on behalf of himself and current and former aggrieved employees

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

GILBERT OCHOA, on behalf of himself and  
current and former aggrieved employees

Plaintiff,

vs.

CONSOLIDATED DISPOSAL SERVICE,  
L.L.C.; and DOES 1 to 100, inclusive,

Defendants.

Case No.: **26CV180806**

**PAGA ACTION**

**PLAINTIFF GILBERT OCHOA'S  
COMPLAINT FOR:**

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

**COMES NOW** Plaintiff GILBERT OCHOA ("Plaintiff"), who alleges and complains  
against Defendants CONSOLIDATED DISPOSAL SERVICE, L.L.C.; 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; 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 timely pay earned wages during employment; 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 herself, 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 Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees occurred in locations throughout California, including but not limited to Alameda 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 at Defendants' location in Alameda County from in or around June  
3 23, 2025, until on or about October 13, 2025.

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

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, 512, 1194, 1197, 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 hours worked due to Defendants' policies, practices, and/or procedures including, but not limited to:

1 (a) Sometimes requiring Plaintiff and other current and former aggrieved California-  
2 based hourly non-exempt employees including, but not limited to, relief drivers, unassigned drivers,  
3 and helpers required to work off the clock on “standby” while locating spare trucks and/or waiting  
4 for a determination from Defendant as to whether will be dispatched for duty.

5 (b) Sometimes requiring Plaintiff and other current and former aggrieved California-  
6 based hourly non-exempt employees to clock out for their meal breaks and continue to work through  
7 their off-the-clock meal breaks, as a result of Defendant’s imposed route timing constraints.

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

14 16. Employee is further informed and believes, and based thereon alleges, that  
15 Employer’s conduct above that gave rise to such violations was 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 17. **Failure to pay wages to hourly non-exempt employees for workdays that**  
19 **Defendants failed to provide legally required and compliant meal periods and/or failure to**  
20 **pay period premium wages:** Plaintiff and other current and former aggrieved California-based  
21 hourly non-exempt employees regularly worked shifts of more than five (5) hours in length and  
22 shifts of more than ten (10) hours in length.

23 18. California law requires an employer to authorize or permit an employee an  
24 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of  
25 all duties and the employer relinquishes control over the employee’s activities prior to the  
26 employee’s sixth hour of work. Labor Code sections 226.7, 512, and 1198; Wage Order 9 at §11;  
27 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ  
28 an employee for a work period of more than ten (10) hours per day without providing the employee

1 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh  
2 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period  
3 shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal  
4 period is only permitted when: (1) the nature of the work prevents an employee from being relieved  
5 of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

6 19. If an employer fails to provide an employee a meal period in accordance with the  
7 law, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay  
8 for each workday that a legally required and compliant meal period was not provided. Labor Code  
9 sections 226.7 and 1198; Wage Order 9 at §11.

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

14 (a) Sometimes requiring Plaintiff and other current and former aggrieved California-  
15 based hourly non-exempt employees to clock out for their meal breaks and continue to work through  
16 their off-the-clock meal breaks, as a result of Defendant’s imposed route timing constraints.

17 21. 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 22. Finally, on occasions when Defendants paid Plaintiff and other current and former  
23 aggrieved California-based hourly non-exempt employees a “premium” wage for late, missed, short,  
24 on-premise, on-duty, and/or interrupted meal periods, Defendants failed to pay the one (1) additional  
25 hour of pay at Plaintiff’s and other current and former aggrieved California-based hourly non-  
26 exempt employees’ regular rate of compensation. Specifically, Defendants maintained a policy,  
27 practice, and/or procedure of failing to include all remuneration such as “safe together pay”, for  
28 example, when calculating Plaintiff’s and other current and former aggrieved California-based

1 hourly non-exempt employees' regular rate of pay for the purpose of paying meal period premium  
2 wages.

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

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

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

15 26. California law requires every employer to authorize and permit an employee a rest  
16 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code  
17 section 226.7; Wage Order 9 at §12. Under California law, "[e]mployees are entitled to 10 minutes'  
18 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six  
19 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker*  
20 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7;  
21 Wage Order 9 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.  
22 Wage Order 9 at §12. Additionally, the rest period requirement "“obligates employers to permit –  
23 and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*  
24 (2016) 2 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all  
25 duties and relinquish control over how employees spend their time. *Id.*

26 27. If the employer fails to authorize or permit a required rest period, the employer must  
27 pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the  
28 employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage

1 Order 9 at § 12.

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

6 (a) Sometimes requiring Plaintiff and other current and former aggrieved California-  
7 based hourly non-exempt employees to remain on-duty during rest breaks, as a result of Defendant's  
8 imposed route timing constraints.

9 29. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or  
10 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based  
11 hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday  
12 they did not receive legally required and compliant rest periods, in violation of Labor Code section  
13 226.7.

14 30. Finally, on occasions when Defendants did pay Plaintiff and other current and former  
15 aggrieved California-based hourly non-exempt employees a "premium" wage for late, missed, short,  
16 on-premise, on-duty, and/or interrupted rest periods, Defendants failed to pay the one (1) additional  
17 hour of pay at Plaintiff's and other current and former aggrieved California-based hourly non-  
18 exempt employees' regular rate of compensation. Specifically, Defendants maintained a policy,  
19 practice, and/or procedure of failing to include all remuneration such "safe together pay", for  
20 example, when calculating Plaintiff's and other current and former aggrieved California-based  
21 hourly non-exempt employees' regular rate of pay for the purpose of paying rest period premiums.

22 31. 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 in which Defendants did not provide them with rest periods  
25 in compliance with California law.

26 32. 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 33. **Failure to provide sick pay wages:** Defendants had a policy and/or procedure where  
3 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees  
4 accrued paid sick time.

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

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

17 36. In this case, Plaintiff alleges that when he and other current and former aggrieved  
18 California-based hourly non-exempt employees elected to use paid sick time, Defendants failed to  
19 pay them sick time wages at the proper sick time rate of pay due to Defendants’ failure to include  
20 all remuneration when calculating the sick time rate of pay. Specifically, Defendants maintained a  
21 policy, practice, and/or procedure of failing to include all remuneration including but not limited to  
22 “safe together pay”, for example, when calculating Plaintiff and other current and former aggrieved  
23 California-based hourly non-exempt employees’ regular rate of pay for the purpose of paying sick  
24 time.

25 37. Defendants’ foregoing policy, practice, and/or procedure resulted in Defendants  
26 failing to provide Plaintiff and other current and former aggrieved California-based hourly non-  
27 exempt employees’ paid sick days, in violation of Labor Code section 246.

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

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

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

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

19       **41.** Plaintiff also believes these failures were malicious, fraudulent, or oppressive.  
20 Employer would further be liable for civil penalties pursuant to Labor Code section  
21 2699(f)(2)(B)(ii).

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

43. 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).

44. **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.

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

45. **Failure to provide complete and accurate wage statements:** Labor Code section 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee his or her wages, the employer must "furnish each of his or her employees ... an itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee

1 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders  
2 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive  
3 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her  
4 social security number, (8) the name and address of the legal entity that is the employer, and (9) all  
5 applicable hourly rates in effect during the pay period and the corresponding number of hours  
6 worked at each hourly rate by the employee.”

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

12 47. Plaintiff believes these failures were willful and intentional.

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

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

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

25 51. Plaintiff believes these failures were willful and intentional.

26 52. Plaintiff also believes these failures were 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           53. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee,  
2 on behalf of himself or herself and other current or former employees, to bring a civil action to  
3 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code  
4 section 2699.3.

5           54. Plaintiff has complied with the procedures for bringing suit specified in Labor Code  
6 section 2699.3. On January 30, 2026, Plaintiff filed a PAGA Claim Notice with the LWDA and  
7 provided notice to Defendants by certified mail which provided notice of the specific provisions of  
8 the Labor Code alleged to have been violated, including the facts and theories to support the  
9 violations alleged.

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

15          56. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil  
16 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,  
17 246, 512, 1194, 6401.7 and 6401.9: During Plaintiff's employment and continuing through the  
18 present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in  
19 the following amounts:

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

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

28               c. For violations of Labor Code section 512, fifty dollars (\$50) for each

1 employee for each pay period for the initial violation, and for each subsequent violation, one  
2 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts  
3 established by Labor Code section 558].

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

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

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

16 **PRAYER FOR RELIEF**

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

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

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

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

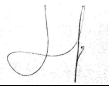
25 3. For attorneys' fees and costs of suit, including but not limited to those recoverable  
26 under California Labor Code section 2699(g); and

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

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Respectfully submitted,  
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