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Attorneys for Plaintiff PATRICIA VILLEGAS,
on behalf of herself and current and former aggrieved employees

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

PATRICIA VILLEGAS, on behalf of herself and
current and former aggrieved employees

Plaintiff,

vs.

RUBBERCRAFT CORPORATION OF
CALIFORNIA, LTD.; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: **26STCV10911**

PAGA ACTION

**PLAINTIFF PATRICIA VILLEGAS'
COMPLAINT FOR:**

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

COMES NOW Plaintiff PATRICIA VILLEGAS ("Plaintiff"), who alleges and complains
against Defendants RUBBERCRAFT CORPORATION OF CALIFORNIA, LTD.; and DOES 1 to
100, inclusive (collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, herself
and other current and former aggrieved employees of Defendants who worked as hourly non-exempt

1 employees in California during the relevant time period seeking civil penalties associated with
2 Defendants' violation of the Labor Code based on Defendants' failure to pay overtime wages at the
3 proper overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal
4 periods or pay meal period premium wages; failure to authorize or permit all legally required and/or
5 compliant rest periods or pay rest period premium wages; indemnification for all necessary
6 expenditures or losses incurred by employees in direct consequence of discharging their duties;
7 statutory penalties for failure to timely pay earned wages during employment; statutory penalties
8 for failure to provide accurate wage statements; statutory waiting time penalties in the form of
9 continuation wages for failure to timely pay employees all wages due upon separation of
10 employment;. Plaintiff experienced these violations personally, as well as is informed and believes
11 other aggrieved employees did as well. Plaintiff seeks on a representative basis, following notice
12 to the Labor and Workforce Development Agency, civil penalties, reasonable attorneys' fees
13 pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of
14 California, and others aggrieved.

15 **II. JURISDICTION AND VENUE**

16 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
17 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
18 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
19 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
20 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
21 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
22 aggrieved California-based hourly non-exempt employees occurred in locations throughout
23 California, including but not limited to Los Angeles County, at 3701 Conant St., Long Beach, CA
24 90808.

25 **III. PARTIES**

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

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

7 4. Plaintiff is informed and believes and thereon alleges that Defendant
8 RUBBERCRAFT CORPORATION OF CALIFORNIA, LTD. is authorized to do business within
9 the State of California and is doing business in the State of California and/or that Defendants DOES
10 1-50 are, and at all times relevant hereto were persons acting on behalf of Defendant
11 RUBBERCRAFT CORPORATION OF CALIFORNIA, LTD in the establishment of, or ratification
12 of, the aforementioned illegal wage and hour practices or policies. Defendant RUBBERCRAFT
13 CORPORATION OF CALIFORNIA, LTD operates in Los Angeles County and employed Plaintiff
14 and aggrieved employees in Los Angeles County, including but not limited to, at 3701 Conant St.,
15 Long Beach, CA 90808.

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

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

27 7. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
28 sues said defendants by said fictitious names, and will amend this complaint when the true names

1 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
2 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
3 named defendants is in some manner responsible for the events and allegations set forth in this
4 complaint.

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

8 **FIRST CAUSE OF ACTION**

9 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
10 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

14 10. During Plaintiff's employment and continuing through the present, Plaintiff alleges
15 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1197,
16 2802, 6401.7, 6401.9, and the applicable Wage Orders.

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

19 12. **Failure to pay wages for all hours worked at the legal minimum wage:**
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 employee
23 is suffered and permitted to work. This includes the time an employee spends, either directly or
24 indirectly, performing services which inure to the benefit of the employer.

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

28 14. In this case, Plaintiff and other current and former aggrieved California-based hourly

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

6 (a) Sometimes required Plaintiff and other current and former aggrieved California-
7 based hourly non-exempt employees to clock out and continue working.

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

25 18. 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 (40)
27 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

1 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
2 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
3 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
4 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.

5 Labor Code section 510.

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

9 (a) Sometimes required Plaintiff and other current and former aggrieved California-
10 based hourly non-exempt employees to clock out and continue working.

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

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

19 6. In this case, Plaintiff alleges that when *(he/she)* and other current and former
20 aggrieved California-based hourly non-exempt employees earned overtime wages, Defendants
21 failed to pay them overtime wages at the proper overtime rate of pay due to Defendants' failure to
22 include all remuneration when calculating the overtime rate of pay. Specifically, Defendants
23 maintained a policy, practice, and/or procedure of failing to include all remuneration such as shift
24 differentials, for example, when calculating Plaintiff's and other current and former aggrieved
25 California-based hourly non-exempt employees' regular rate of pay for the purpose of paying
26 overtime.

27 20. The foregoing policies, practices, and/or procedures resulted in time during each
28 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt

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

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

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

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

27 24. In this case, Defendants failed to authorize or permit legally required and compliant
28 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-

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

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

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

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

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

24 28. Employee is further informed and believes, and based thereon alleges, that
25 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.
26 Employer would further be liable for civil penalties pursuant to Labor Code section
27 2699(f)(2)(B)(ii).

28 29. **Failure to pay wages to hourly non-exempt employees for workdays that**

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

4 30. California law requires every employer to authorize and permit an employee a rest
5 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
6 section 226.7; Wage Order 1 at §12. Under California law, “[e]mployees are entitled to 10 minutes’
7 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
8 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker*
9 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7;
10 Wage Order 1 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.
11 Wage Order 1 at §12. Additionally, the rest period requirement ““obligates employers to permit –
12 and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*
13 (2016) 2 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
14 duties and relinquish control over how employees spend their time. *Id.*

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

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

23 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
24 hourly non-exempt employees with a rest period of ten (10) net minutes for every four (4) hours
25 worked or major fraction thereof as a result of missed rest breaks due to chronic understaffing.

26 33. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
27 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
28 hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday

1 they did not receive legally required and compliant rest periods, in violation of Labor Code section
2 226.7.

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

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

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

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

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

28 (a) Cell phone usage for work-related purposes - without reimbursing Plaintiff and other

1 current and former aggrieved California-based hourly non-exempt employees for such use
2 Moreover, Defendants employed policies and procedures which ensured Plaintiff and aggrieved
3 employees would not receive indemnification for their employment related expenses. This practice
4 resulted in Plaintiff and aggrieved employees not receiving such indemnification in compliance with
5 California law.

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

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

13 41. 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 42. **Failure to timely pay earned wages during employment:** In California, wages
17 must be paid at least twice during each calendar month on days designated in advance by the
18 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages earned
19 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
20 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
21 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll
22 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
23 calendar days following the close of the payroll period in which wages were earned. Labor Code
24 section 204(d).

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

1 aforementioned policies, practices, and/or procedures resulted in their failure to pay Plaintiff's and
2 other current and former aggrieved California-based hourly non-exempt employees' their earned
3 wages within the applicable time frames outlined in Labor Code section 204.

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

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

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

26 Plaintiff alleges that Defendant did not comply with Defendant's responsibilities and duties
27 under Labor Code sections 6401.7 and 6401.9. Plaintiff is informed and believes and thereon alleges
28 that Defendant (1) failed to establish, implement, and maintain an effective injury prevention

1 program; (2) failed to adopt a compliant Workplace Violence Prevention Plan; (3); failed to train
2 Employee and other aggrieved California-based hourly non-exempt employees in workplace
3 violence and injury prevention; (4) failed to log safety incidents; and (5) failed to conduct compliant
4 periodic inspections. Plaintiff believes these failures were willful and intentional. Plaintiff also
5 believes these failures were malicious, fraudulent, or oppressive. Defendant would further be liable
6 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

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

27 51. Plaintiff also believes these failures were 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 **52. Failure to pay employees all wages due at time of termination/resignation:** An
3 employer is required to pay all unpaid wages timely after an employee's employment ends. The
4 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
5 hours of resignation (Labor Code section 202).

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

11 **54.** Plaintiff believes these failures were willful and intentional.

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

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

19 **57.** Plaintiff has complied with the procedures for bringing suit specified in Labor Code
20 section 2699.3. On January 21, 2026 Plaintiff filed a PAGA Claim Notice with the LWDA and
21 provided notice to Defendants by certified mail which provided notice of the specific provisions of
22 the Labor Code alleged to have been violated, including the facts and theories to support the
23 violations alleged.

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

1 59. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
2 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226, 226.7,
3 510, 512, 1194, 1197, 2802, 6401.7, 6401.9: During Plaintiff's employment and continuing through
4 the present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present,
5 in the following amounts:

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

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

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

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

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

28 60. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of

reasonable attorneys' fees and costs in connection with her claims for civil penalties.

PRAYER FOR RELIEF

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

ON THE FIRST CAUSE OF ACTION:

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

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

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

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

Dated: April 1, 2026,

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP



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