

Per local Rule, This case is assigned to
Judge Campins, Julia, for all purposes.

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SUMMONS ISSUED

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Attorneys for Plaintiff ROBERT LOUIS BOLDEN,
on behalf of himself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

ROBERT LOUIS BOLDEN, on behalf of himself
and current and former aggrieved employees

Case No.: C26-01006

Plaintiff,

PAGA ACTION

vs.

**PLAINTIFF ROBERT LOUIS
BOLDEN'S COMPLAINT FOR:**

CRESTWOOD BEHAVIORAL HEALTH, INC.;
and DOES 1 to 100, inclusive,

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

Defendants.

COMES NOW Plaintiff ROBERT LOUIS BOLDEN, ("Plaintiff"), who alleges and
complains against Defendants CRESTWOOD BEHAVIORAL HEALTH, INC.; and DOES 1 to
100, inclusive (collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, himself

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

16 **II. JURISDICTION AND VENUE**

17 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
18 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
19 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
20 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
21 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
22 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
23 aggrieved California-based hourly non-exempt employees occurred in locations throughout
24 California, including but not limited to Contra Costa County, at 550 Patterson Boulevard, Pleasant
25 Hill, CA 94523.

26 **III. PARTIES**

27 1. Plaintiff brings this action as a representative of the Labor and Workforce
28 Development Agency on behalf of himself and other current and former employees subject to

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2 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
3 filed include current, former and/or future employees of Defendants who work, worked, or will
4 work for Defendants as direct employees as well as temporary employees employed through temp
5 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
6 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
7 employed by Defendants in an hourly position at Defendants' location from in or around *December*
8 *2022* until on or about September 12, 2025.

9 2. Plaintiff is informed and believes and thereon alleges that Defendant
10 CRESTWOOD BEHAVIORAL HEALTH, INC. is authorized to do business within the State of
11 California and is doing business in the State of California and/or that Defendants DOES 1-50 are,
12 and at all times relevant hereto were persons acting on behalf of Defendant BEHAVIORAL
13 HEALTH, INC in the establishment of, or ratification of, the aforementioned illegal wage and
14 hour practices or policies. Defendant BEHAVIORAL HEALTH, INC operates and employed
15 Plaintiff and aggrieved employees in San Diego County, including but not limited to, at 624 East
16 Elder Street, Fallbrook, CA 92028.

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

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

28 5. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff

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

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

10 **FIRST CAUSE OF ACTION**

11 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
12 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

16 8. During Plaintiff's employment and continuing through the present, Plaintiff alleges
17 Defendants violated Labor Code sections 204, 223, 226, 226.7, 510, 512, 1194, 1197, 2802,
18 6401.7, 6401.9, and the applicable Wage Orders.

19 9. Specifically, Defendants have committed the following violations of California
20 Labor Code:

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

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

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2 Wage Orders.

3 12. 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:

9 (a) Sometimes requiring Plaintiff and other current and former aggrieved California-
10 based hourly non-exempt employees to use their personal cellphones to discuss work-related
11 issues with Defendant while Plaintiff and other current and former aggrieved California-based
12 hourly non-exempt employees were off-the-clock, without being paid for that time.

13 (b) Sometimes requiring Plaintiff and other current and former aggrieved California-
14 based hourly non-exempt employees to remain on-duty during their off-the-clock meal breaks
15 because Plaintiff and other current and former aggrieved California-based hourly non-exempt
16 employees were required to always keep their employer-issued walkie talkie on them during their
17 shift to monitor and respond to calls from Defendant, including during their off-the-clock meal
18 breaks.

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

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

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

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

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

17 Labor Code section 510.

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

21 (a) Sometimes requiring Plaintiff and other current and former aggrieved California-
22 based hourly non-exempt employees to use their personal cellphones to discuss work-related issues
23 with Defendant while Plaintiff and other current and former aggrieved California-based hourly
24 non-exempt employees were off-the-clock, without being paid for that time.

25 (b) Sometimes requiring Plaintiff and other current and former aggrieved California-
26 based hourly non-exempt employees to remain on-duty during their off-the-clock meal breaks
27 because Plaintiff and other current and former aggrieved California-based hourly non-exempt
28 employees were required to always keep their employer-issued walkie talkie on them during their

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2 shift to monitor and respond to calls from Defendant, including during their off-the-clock meal
3 breaks.

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

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

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

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

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

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

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

15 (a) Sometimes failing to provide Plaintiff and other current and former aggrieved
16 California-based hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at
17 least 30 minutes for every five hours worked, as a result of understaffing coupled with workload.

18 (b) Sometimes requiring Plaintiff and other current and former aggrieved California-
19 based hourly non-exempt employees to remain on-duty during their off-the-clock meal breaks
20 because Plaintiff and other current and former aggrieved California-based hourly non-exempt
21 employees were required to always keep their employer-issued walkie talkie on them during their
22 shift to monitor and respond to calls from Defendant, including during their off-the-clock meal
23 breaks.

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

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2 section 226.7.

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

7 26. 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
9 oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section
10 2699(f)(2)(B)(ii).

11 27. **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**
13 **pay rest period premium:** Plaintiff and other current and former aggrieved California-based
14 hourly non-exempt employees regularly worked shifts of more than three-and-a-half (3.5) hours.

15 28. 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
17 Code section 226.7; Wage Order 4 at §12. Under California law, "[e]mployees are entitled to 10
18 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more
19 than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so
20 on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code
21 section 226.7; Wage Order 4 at §12. Rest periods, insofar as practicable, shall be in the middle of
22 each work period. Wage Order 4 at §12. Additionally, the rest period requirement ""obligates
23 employers to permit – and authorizes employees to take – off-duty rest periods." *Augustus v. ABM*
24 *Security Services, Inc.* (2016) 2 Cal.5th 257, 269. That is, during rest periods employers must
25 relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

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

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2 Wage Order 4 at § 12.

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

7 (a) Sometimes failing to provide Plaintiff and other current and former aggrieved
8 California-based hourly non-exempt employees with net ten (10) minute rest breaks for every four
9 (4) hours worked or major fraction thereof, as a result of due to understaffing coupled with
10 workload

11 (b) Sometimes requiring Plaintiff and other current and former aggrieved California-
12 based hourly non-exempt employees to remain on-duty during their rest breaks because Plaintiff
13 and other current and former aggrieved California-based hourly non-exempt employees were
14 required to always keep their employer-issued walkie talkie on them during their shift to monitor
15 and respond to calls from Defendant, including during their rest breaks.

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

21 32. 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 in which Defendants did not provide them with
24 rest periods in compliance with California law.

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

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

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

12 a) requiring Plaintiff and other current and former aggrieved California-based hourly
13 non-exempt employees to use or purchase their own tools and/or resources in order to work for
14 Defendant, including but not limited to their personal cell phone usage for work related purposes
15 - without always reimbursing Plaintiff and other current and former aggrieved California-based
16 hourly non-exempt employees for such use.

17 36. Moreover, Defendants employed policies and procedures which ensured Plaintiff
18 and aggrieved employees would not receive indemnification for their employment related
19 expenses. This practice resulted in Plaintiff and aggrieved employees not receiving such
20 indemnification in compliance with California law.

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

24 38. 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
26 oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section
27 2699(f)(2)(B)(ii).
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2 **39. Failure to timely pay earned wages during employment:** In California, wages
3 must be paid at least twice during each calendar month on days designated in advance by the
4 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
5 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
6 16th and the 26th day of that month and wages earned between the 16th and the last day, inclusive,
7 of any calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other
8 payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven
9 (7) calendar days following the close of the payroll period in which wages were earned. Labor
10 Code section 204(d).

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

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

21 **42. Secret payment of lower wages than designated by statute:** Labor Code section
22 223 provides that, where any statute or contract requires an employer to maintain the designated
23 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
24 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including
25 by failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and
26 lawful sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7,
27 246, 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by
28 Labor Code section 1198, the Defendant secretly paid a lower wage than designated by statute

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2 while purporting to pay the wages designated by statute, in violation of Labor Code section 223.

3 43. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
4 Employer would further be liable for civil penalties pursuant to Labor Code section
5 2699(f)(2)(B)(ii).

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

13 Plaintiff alleges that Defendant did not comply with Defendant's responsibilities and duties
14 under Labor Code sections 6401.7 and 6401.9. Plaintiff is informed and believes and thereon
15 alleges that Defendant (1) failed to establish, implement, and maintain an effective injury
16 prevention program; (2) failed to adopt a compliant Workplace Violence Prevention Plan; (3);
17 failed to train Employee and other aggrieved California-based hourly non-exempt employees in
18 workplace violence and injury prevention; (4) failed to log safety incidents; and (5) failed to
19 conduct compliant periodic inspections. Plaintiff believes these failures were willful and
20 intentional. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
21 Defendant would further be liable for civil penalties pursuant to Labor Code section
22 2699(f)(2)(B)(ii).

23 45. **Failure to provide complete and accurate wage statements:** Labor Code section
24 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee
25 his or her wages, the employer must "furnish each of his or her employees ... an itemized statement
26 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any
27 employee whose compensation is solely based on a salary and who is exempt from payment of
28 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare

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

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

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

16 48. 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 49. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
20 employee, on behalf of himself or herself and other current or former employees, to bring a civil
21 action to recover civil penalties against all Defendants pursuant to the procedures specified in
22 Labor Code section 2699.3.

23 50. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
24 section 2699.3. On January 15, 2026, Plaintiff filed a PAGA Claim Notice with the LWDA and
25 provided notice to Defendants by certified mail which provided notice of the specific provisions
26 of the Labor Code alleged to have been violated, including the facts and theories to support the
27 violations alleged.

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

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

6 52. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
7 penalties for Defendants' violations of Labor Code sections 201, 204, 223, 226(a), 226.7, 246,
8 510, 512, 1194, 2802, 6401.7 and 6401.9: During Plaintiff's employment and continuing through
9 the present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the
10 present, in the following amounts:

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

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

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

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

28 e. For violations of Labor Code section 223, one hundred dollars (\$100) for

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2 each failure to pay each employee in any initial violation, and for each subsequent violation, or
3 any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each
4 employee, plus 25 percent of the amount unlawfully withheld [penalty amounts established by
5 Labor Code section 225.5].

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

8 **PRAYER FOR RELIEF**

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

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

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

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

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

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

21
22 Dated: March 24, 2026

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

23
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