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Attorneys for Plaintiff MIGUEL TORRES,
on behalf of himself and current and former aggrieved employees

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

MIGUEL TORRES, on behalf of himself and
current and former aggrieved employees,

Plaintiff,

vs.

CITI TRENDS, INC.; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: **26CV179386**

PAGA ACTION

**PLAINTIFF MIGUEL TORRES'
COMPLAINT FOR:**

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

COMES NOW Plaintiff MIGUEL TORRES ("Plaintiff"), who alleges and complains
against Defendants CITI TRENDS, 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
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

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

12 **II. JURISDICTION AND VENUE**

13 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
14 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
15 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
16 non-exempt employees, and the State of California in excess of thirty-five thousand dollars
17 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-
18 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
19 aggrieved California-based hourly non-exempt employees occurred in locations throughout
20 California, including but not limited to Alameda County.

21 **III. PARTIES**

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

1 Defendants in an hourly position at Defendants' location in San Bernardino County from in or
2 around October of 2020 until on or about August 8, 2025.

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

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

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

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

27 8. Plaintiff makes the allegations in this complaint without any admission that, as to
28 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff

1 reserves all of Plaintiff's right to plead in the alternative.

2 **FIRST CAUSE OF ACTION**

3 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
4 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

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

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

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

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

22 14. In this case, Plaintiff and other current and former aggrieved California-based hourly
23 non-exempt employees worked more minutes per shift than Defendants credited them with having
24 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved
25 California-based hourly non-exempt employees all wages at the applicable minimum wage for all
26 hours worked due to Defendants' policies, practices, and/or procedures including, but not limited
27 to:

28 (a) Sometimes requiring Plaintiff and other current and former aggrieved California-

1 based hourly non-exempt employees to perform opening shift procedures such as open the gates,
2 unlock the doors, and disarm the alarm prior to being permitted to clock in for the start of their shift.

3 (b) Sometimes requiring Plaintiff and other current and former aggrieved California-
4 based hourly non-exempt employees to perform closing shift procedures such as arm the alarm
5 system, close and lock the door, and close the gate after clocking out for the end of their shift.

6 (c) Sometimes requiring Plaintiff and other current and former aggrieved California-
7 based hourly non-exempt employees to line up and wait to undergo and undergo off-the-clock bag
8 checks, when leaving the store with a bag, after clocking out for the end of their shift.

9 (d) Sometimes requiring Plaintiff and other current and former aggrieved California-
10 based hourly non-exempt employees to line up and wait to undergo and undergo off-the-clock bag
11 checks, when leaving the store with a bag, during their off-the-clock meal periods.

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

18 16. Employee is further informed and believes, and based thereon alleges, that
19 Employer's conduct above that gave rise to such violations was 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 17. **Failure to pay wages for overtime hours worked at the overtime rate of pay**
23 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of
24 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer
25 is required to pay hourly employees for all "hours worked," which includes all time that an employee
26 is under control of the employer and all time the employee is suffered and permitted to work. This
27 includes the time an employee spends, either directly or indirectly, performing services that inure to
28 the benefit of the employer.'

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

4 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
5 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
6 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
7 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
8 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
9 for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a
10 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
11 employee.

12 Labor Code section 510.

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

16 (a) Sometimes requiring Plaintiff and other current and former aggrieved California-
17 based hourly non-exempt employees to perform opening shift procedures such as open the gates,
18 unlock the doors, and disarm the alarm prior to being permitted to clock in for the start of their shift.

19 (b) Sometimes requiring Plaintiff and other current and former aggrieved California-
20 based hourly non-exempt employees to perform closing shift procedures such as arm the alarm
21 system, close and lock the door, and close the gate after clocking out for the end of their shift.

22 (c) Sometimes requiring Plaintiff and other current and former aggrieved California-
23 based hourly non-exempt employees to line up and wait to undergo and undergo off-the-clock bag
24 checks, when leaving the store with a bag, after clocking out for the end of their shift.

25 (d) Sometimes requiring Plaintiff and other current and former aggrieved California-
26 based hourly non-exempt employees to line up and wait to undergo and undergo off-the-clock bag
27 checks, when leaving the store with a bag, during their off-the-clock meal periods.

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

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

5 22. In this case, Plaintiff alleges that when he and other current and former aggrieved
6 California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay
7 them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all
8 remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a
9 policy, practice, and/or procedure of failing to include all remuneration such as bonus pay, for
10 example, when calculating Plaintiff's and other current and former aggrieved California-based
11 hourly non-exempt employees' regular rate of pay for the purpose of paying overtime.

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

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

25 25. California law requires an employer to authorize or permit an employee an
26 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
27 all duties and the employer relinquishes control over the employee's activities prior to the
28 employee's sixth hour of work. Labor Code sections 226.7, 512, and 1198; Wage Order 7 at §11;

1 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ
2 an employee for a work period of more than ten (10) hours per day without providing the employee
3 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
4 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
5 shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal
6 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
7 of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

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

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

16 (a) Sometimes requiring Plaintiff and other current and former aggrieved California-
17 based hourly non-exempt employees to line up and wait to undergo and undergo off-the-clock bag
18 checks, when leaving the store with a bag, during their off-the-clock meal periods.

19 (b) Sometimes requiring Plaintiff and other current and former aggrieved California-
20 based hourly non-exempt employees to remain on-duty during their off-the-clock meal periods due
21 to Defendant’s requirement that Plaintiff and other current and former aggrieved California-based
22 hourly non-exempt employees keep their earpiece on and monitored at all times during their shifts.

23 (c) Sometimes failing to provide Plaintiff and other current and former aggrieved
24 California-based hourly non-exempt employees a second uninterrupted duty-free meal period of no
25 less than thirty (30) minutes for each workday that Plaintiff and other current and former aggrieved
26 California-based hourly non-exempt employees work shifts over ten (10) hours.

27 28. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
28 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based

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

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

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

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

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

24 33. California law requires every employer to authorize and permit an employee a rest
25 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
26 section 226.7; Wage Order 7 at §12. Under California law, “[e]mployees are entitled to 10 minutes’
27 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
28 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker*

1 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7;
2 Wage Order 7 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.
3 Wage Order 7 at §12. Additionally, the rest period requirement ““obligates employers to permit –
4 and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*
5 (2016) 2 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
6 duties and relinquish control over how employees spend their time. *Id.*

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

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

15 (a) Sometimes requiring Plaintiff and other current and former aggrieved California-
16 based hourly non-exempt employees to remain on the premises during their rest periods as deemed
17 by Defendants to be “on company time”.

18 (b) Sometimes requiring Plaintiff and other current and former aggrieved California-
19 based hourly non-exempt employees to remain on-duty during their rest periods due to Defendant’s
20 requirement that Plaintiff and other current and former aggrieved California-based hourly non-
21 exempt employees keep their earpiece on and monitored at all times during their shifts.

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

26 36. 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 37. 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 bonus pay, for example, when
9 calculating Plaintiff’s and other current and former aggrieved California-based hourly non-exempt
10 employees’ regular rate of pay for the purpose of paying rest period premiums.

11 38. 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 39. 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 40. **Failure to provide sick pay wages:** Defendants had a policy and/or procedure where
20 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
21 accrued paid sick time.

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

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

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

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

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

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

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

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

8 48. Plaintiff also believes these failures were 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 49. **Secret payment of lower wages than designated by statute:** Labor Code section
12 223 provides that, where any statute or contract requires an employer to maintain the designated
13 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
14 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
15 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
16 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
17 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
18 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while
19 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

20 50. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
21 Employer would further be liable for civil penalties pursuant to Labor Code section
22 2699(f)(2)(B)(ii).

23 51. **Failure to Establish, Implement, and Maintain a Workplace Violence and**
24 **Injury Prevention Program in Compliance with Labor Code Sections 6401.7 and 6401.9:**
25 California Labor Code Section 6401.7 requires every employer to establish, implement, and
26 maintain an effective injury prevention program. California Labor Code Section 6401.9 requires
27 California employers to adopt a comprehensive Workplace Violence Prevention Plan (WVPP), train
28 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).

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

53. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all wages earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages) rendered Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code section

1 226(a)(1, 2, 5 & 9).

2 54. Plaintiff believes these failures were willful and intentional.

3 55. 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 56. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee,
7 on behalf of himself or herself and other current or former employees, to bring a civil action to
8 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code
9 section 2699.3.

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

15 58. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
16 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
17 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
18 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
19 to investigate Plaintiff's claims.

20 59. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
21 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
22 246, 510, 512, 1194, 6401.7 and 6401.9: During Plaintiff's employment and continuing through the
23 present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in
24 the following amounts:

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

1 Labor Code, including but not limited to sections 210, 225.5, 226.3, 558, 2699(f);

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

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

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7 Dated: March 27, 2026

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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By:

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MIGUEL TORRES
on behalf of himself and current and former
aggrieved employees

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