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on behalf of herself and current and former aggrieved employees

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

KAYLA BRUBAKER, on behalf of herself and
current and former aggrieved employees

Plaintiff,

vs.

VICAR OPERATING, INC. dba VCA; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: **26STCV08808**

PAGA ACTION

**PLAINTIFF KAYLA BRUBAKER'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff KAYLA BRUBAKER ("Plaintiff"), who alleges and complains
against Defendants VICAR OPERATING, INC. dba VCA; 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 wages for all hours
3 worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to pay
4 overtime wages at the proper overtime rate of pay; failure to authorize or permit all legally required
5 and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit
6 all legally required and/or compliant rest periods or pay rest period premium wages; statutory
7 penalties for failure to timely produce requested employment records; indemnification for all
8 necessary expenditures or losses incurred by employees in direct consequence of discharging their
9 duties; statutory penalties for failure to provide accurate wage statements. Plaintiff experienced
10 these violations personally, as well as is informed and believes other aggrieved employees did as
11 well. Plaintiff seeks on a representative basis, following notice to the Labor and Workforce
12 Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor Code section
13 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

14 **II. JURISDICTION AND VENUE**

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

23 **III. PARTIES**

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

1 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
2 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
3 Defendants in an hourly position at Defendants' location in Los Angeles County since in or around
4 January of 2025.

5 2. Plaintiff is informed and believes and thereon alleges that Defendant VICAR
6 OPERATING, INC. dba VCA is authorized to do business within the State of California and is
7 doing business in the State of California and/or that Defendants DOES 1-50 are, and at all times
8 relevant hereto were persons acting on behalf of Defendant VICAR OPERATING, INC. dba VCA
9 the establishment of, or ratification of, the aforementioned illegal wage and hour practices or
10 policies. Defendant VICAR OPERATING, INC. dba VCA operates in Los Angeles County and
11 employed Plaintiff and aggrieved employees in Los Angeles County.

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

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

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

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

FIRST CAUSE OF ACTION

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

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

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

8. During Plaintiff's employment and continuing through the present, Plaintiff alleges Defendants violated Labor Code sections 204, 223, 226, 226.7, 510, 512, 1194, 1197, 1198, 2802, 6401.7, 6401. and the applicable Wage Orders.

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

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

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

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

1 to:

2 (a) Plaintiff and other current and former aggrieved California-based hourly non-exempt
3 employees were sometimes called to cover shifts while off-the-clock and not paid for that time;

4 (b) Sometimes requiring Plaintiff and other current and former aggrieved California-
5 based hourly non-exempt employees to remain on-duty while off-the-clock and not paid for that
6 time.

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

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

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

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

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

1 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
2 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.

3 Labor Code section 510.

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

7 (a) Plaintiff and other current and former aggrieved California-based hourly non-exempt
8 employees were sometimes called to cover shifts while off-the-clock and not paid for that time;

9 (b) Sometimes requiring Plaintiff and other current and former aggrieved California-
10 based hourly non-exempt employees to remain on-duty while off-the-clock and not paid for that
11 time.

12 18. Employee is further informed and believes, and based thereon alleges, that
13 Employer's conduct above that gave rise to such violations was 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 19. Furthermore, overtime is based upon an employee's regular rate of pay. "The regular
17 rate at which an employee is employed shall be deemed to include all remuneration for employment
18 paid to, or on behalf, of the employee." See Division of Labor Standards Enforcement –
19 Enforcement Policies and Interpretations Manual, Section 49.1.2.

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

27 21. 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 22. **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 23. 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 4 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 24. 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 4 at §11.

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

6 26. 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 27. 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 differential", 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 28. 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 29. 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 30. **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 31. 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 4 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 4 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.
11 Wage Order 4 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 32. 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 4 at § 12.

19 33. 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) Sometimes failing to provide Plaintiff and other current and former aggrieved
24 California-based hourly non-exempt employees with net ten (10) minute rest breaks for every four
25 (4) hours worked or major fraction thereof.

26 34. 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 35. 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 differential”, for
9 example, when calculating Plaintiff’s and other current and former aggrieved California-based
10 hourly non-exempt employees’ regular rate of pay for the purpose of paying rest period premiums.

11 36. 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 37. 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 38. **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 39. 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 40. requiring Plaintiff and other current and former aggrieved California-based hourly

1 non-exempt employees to use or purchase their own tools and/or resources in order to work for
2 Defendants, including but not limited to their cell phone (including telephone use, and/or cellular
3 data use) for work-related purposes - without reimbursing Plaintiff and other current and former
4 aggrieved California-based hourly non-exempt employees.

5 41. employees for such use. Moreover, Defendants employed policies and procedures
6 which ensured Plaintiff and aggrieved employees would not receive indemnification for their
7 employment related expenses. This practice resulted in Plaintiff and aggrieved employees not
8 receiving such indemnification in compliance with California law.

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

12 43. Employee is further informed and believes, and based thereon alleges, that
13 Employer's conduct above that gave rise to such violations was 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 44. **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 45. 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 46. 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 47. **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 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. **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 **50. 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 **51.** 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 **52.** Plaintiff believes these failures were willful and intentional.

27 **53.** 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 54. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee,
3 on behalf of himself or herself and other current or former employees, to bring a civil action to
4 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code
5 section 2699.3.

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

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

16 57. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
17 penalties for Defendants' violations of Labor Code sections 204, 223, 226(a), 226.7, 246, 510, 512,
18 1194, 2802, 6401.7 and 6401.9: During Plaintiff's employment and continuing through the present,
19 preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the
20 following amounts:

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

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

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

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

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

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

17 **PRAYER FOR RELIEF**

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

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

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

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

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

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

1 appropriate.

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3 Dated: March 18, 2026

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Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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By: *Vincent C. Granberry*

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KAYLA BRUBAKER,
on behalf of herself and current and former aggrieved
employees

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