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COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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Attorneys for Plaintiff KARINA LYZETTE MORENO,
on behalf of herself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

KARINA LYZETTE MORENO,
on behalf of herself and current and former
aggrieved employees

Plaintiff,

vs.

SAC HEALTH SYSTEM; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: CIVSB2608512

PAGA ACTION

**PLAINTIFF KARINA LYSETTE
MORENO'S COMPLAINT FOR:**

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

COMES NOW Plaintiff KARINA LYZETTE MORENO ("Plaintiff"), who alleges and
complains against Defendants SAC HEALTH SYSTEM; 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
employees in California during the relevant time period seeking civil penalties associated with

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

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over the claims of Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks civil penalties on behalf of herself, all other current and former aggrieved California-based hourly non-exempt employees, and the State of California in excess of twenty-five thousand dollars (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees occurred in locations throughout California, including but not limited to San Bernardino County , at 1003 E Brier Drive, San Bernardino, CA 92408.

III. PARTIES

1. Plaintiff brings this action as a representative of the Labor and Workforce Development Agency on behalf of herself and other current and former employees subject to violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is filed include current, former and/or future employees of Defendants who work, worked, or will work

1 for Defendants as direct employees as well as temporary employees employed through temp
2 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
3 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
4 Defendants in an hourly position at Defendants' location in San Bernardino County from in or
5 around June 25, 2018, until on or about October 13, 2025.

6 2. Plaintiff is informed and believes and thereon alleges that Defendant SAC HEALTH
7 SYSTEM is authorized to do business within the State of California and is doing business in the
8 State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto were
9 persons acting on behalf of Defendant SAC HEALTH SYSTEM in the establishment of, or
10 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant SAC
11 HEALTH SYSTEM operates in San Bernardino County and employed Plaintiff and aggrieved
12 employees in San Bernardino County, including but not limited to, at 1003 E Brier Drive, San
13 Bernardino, CA 92408.

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

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

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

1 named defendants is in some manner responsible for the events and allegations set forth in this
2 complaint.

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

6 **FIRST CAUSE OF ACTION**

7 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
8 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

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

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

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

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

26 12. In this case, Plaintiff and other current and former aggrieved California-based hourly
27 non-exempt employees worked more minutes per shift than Defendants credited them with having
28 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved

1 California-based hourly non-exempt employees all wages at the applicable minimum wage for all
2 hours worked due to Defendants' policies, practices, and/or procedures including, but not limited
3 to:

4 (a) Sometimes requiring Plaintiff and other current and former aggrieved California-
5 based hourly non-exempt employees to perform work off-the-clock and without being paid, which
6 resulted in unpaid minimum and overtime wages;

7 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
8 non-exempt employees to undergo off-the-clock COVID-19 temperature checks, resulting in unpaid
9 minimum and overtime wages.

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

16 14. 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 15. **Failure to pay wages for overtime hours worked at the overtime rate of pay**
21 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of
22 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer
23 is required to pay hourly employees for all "hours worked," which includes all time that an employee
24 is under control of the employer and all time the employee is suffered and permitted to work. This
25 includes the time an employee spends, either directly or indirectly, performing services that inure to
26 the benefit of the employer.'

27 16. Labor Code sections 510 and 1194 require an employer to compensate employees a
28 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty (40)

hours in a workweek, and on any seventh consecutive day of work in a workweek:

Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours 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 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.

Labor Code section 510.

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

(a) Sometimes requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to perform work off-the-clock and without being paid, which resulted in unpaid minimum and overtime wages;

(b) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to undergo off-the-clock COVID-19 temperature checks, resulting in unpaid minimum and overtime wages.

18. 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).

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

20. In this case, Plaintiff alleges that when she and other current and former aggrieved California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a

1 policy, practice, and/or procedure of failing to include all remuneration such as Christmas bonuses,
2 for example, when calculating Plaintiff's and other current and former aggrieved California-based
3 hourly non-exempt employees' regular rate of pay for the purpose of paying overtime.

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

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

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

28 24. If an employer fails to provide an employee a meal period in accordance with the

1 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
2 for each workday that a legally required and compliant meal period was not provided. Labor Code
3 sections 226.7 and 1198; Wage Order 4 at §11.

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

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

11 (b) Failing to provide Plaintiff and other current and former aggrieved California-based
12 hourly non-exempt employees a second uninterrupted duty-free meal period of no less than thirty
13 (30) minutes for each workday that Employee and other current and former aggrieved California-
14 based hourly non-exempt employees work shifts over ten (10) hours.

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

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

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

29. 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).

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

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

32. If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage Order 4 at § 12.

33. In this case, Defendants failed to authorize or permit all legally required and

1 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
2 non-exempt employees due to Defendants' policies, practices, and/or procedures including, but not
3 limited to:

4 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
5 hourly non-exempt employees a third uninterrupted duty-free rest period of no less than ten (10) net
6 minutes on each workday that Plaintiff and other current and former aggrieved California-based
7 hourly non-exempt employees work shifts over ten (10) hours.

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

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

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

25 37. 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 oppressive.
27 Employer would further be liable for civil penalties pursuant to Labor Code section
28 2699(f)(2)(B)(ii).

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

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

10 (a) Cell phone usage for work-related purposes - without reimbursing Plaintiff and other
11 current and former aggrieved California-based hourly non-exempt employees for such use.

12 40. Moreover, Defendants employed policies and procedures which ensured Plaintiff and
13 aggrieved employees would not receive indemnification for their employment related expenses.
14 This practice resulted in Plaintiff and aggrieved employees not receiving such indemnification in
15 compliance with California law.

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

19 42. Employee is further informed and believes, and based thereon alleges, that
20 Employer's conduct above that gave rise to such violations was 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 43. **Failure to timely pay earned wages during employment:** In California, wages
24 must be paid at least twice during each calendar month on days designated in advance by the
25 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages earned
26 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
27 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
28 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll

1 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
2 calendar days following the close of the payroll period in which wages were earned. Labor Code
3 section 204(d).

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

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

14 46. **Secret payment of lower wages than designated by statute:** Labor Code section
15 223 provides that, where any statute or contract requires an employer to maintain the designated
16 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
17 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
18 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
19 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
20 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
21 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while
22 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

23 47. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
24 Employer would further be liable for civil penalties pursuant to Labor Code section
25 2699(f)(2)(B)(ii).

26 48. **Failure to Establish, Implement, and Maintain a Workplace Violence and**
27 **Injury Prevention Program in Compliance with Labor Code Sections 6401.7 and 6401.9:**
28 California Labor Code Section 6401.7 requires every employer to establish, implement, and

1 maintain an effective injury prevention program. California Labor Code Section 6401.9 requires
2 California employers to adopt a comprehensive Workplace Violence Prevention Plan (WVPP), train
3 employees on workplace violence, log safety incidents, and conduct periodic inspections to evaluate
4 workplace violence hazards.

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

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

27 50. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
28 and other current and former aggrieved California-based hourly non-exempt employees all wages

1 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period
2 premium wages) rendered Plaintiff's and other current and former aggrieved California-based
3 hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code section
4 226(a)(1, 2, 5 & 9).

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

6 52. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
7 Employer would further be liable for civil penalties pursuant to Labor Code section
8 2699(f)(2)(B)(ii).

9 53. **Failure to pay employees all wages due at time of termination/resignation:** An
10 employer is required to pay all unpaid wages timely after an employee's employment ends. The
11 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
12 hours of resignation (Labor Code section 202).

13 54. As a derivative of Plaintiff's allegations above, because Defendants failed to pay
14 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all
15 their earned wages (including minimum wages, overtime wages, reporting meal period premium
16 wages, and/or rest period premium wages), Defendants failed to pay those employees timely after
17 each employee's termination and/or resignation, in violation of Labor Code sections 201, 202, and
18 203.

19 55. Plaintiff believes these failures were willful and intentional.

20 56. 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 57. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee,
24 on behalf of himself or herself and other current or former employees, to bring a civil action to
25 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code
26 section 2699.3.

27 58. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
28 section 2699.3. On January 7, 2026, Plaintiff filed a PAGA Claim Notice with the LWDA and

provided notice to Defendants by certified mail which provided notice of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the violations alleged.

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

60. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7, 246, 510, 512, 1194, 2802 6401.7 and 6401.9: During Plaintiff's employment and continuing through the present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following amounts:

a. For violations of Labor Code sections 201, 202, 203, 226(a), 226.7, 1198, and 2802; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

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

d. For violations of Labor Code section 204, one hundred dollars (\$100) for each failure to pay each employee in any initial violation, and for each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee,

1 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code
2 section 210].

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

8 61. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
9 reasonable attorneys' fees and costs in connection with her claims for civil penalties.

10 **PRAYER FOR RELIEF**

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

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

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

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

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

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

23 Dated: March 17, 2026

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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employees