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Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
4/30/2026 5:03 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By Y. Tarasyuk, Deputy Clerk

Attorneys for Plaintiff OSVALDO MARTINEZ ESTRELLA,  
on behalf of himself and current and former aggrieved employees

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

OSVALDO MARTINEZ ESTRELLA, on behalf  
of himself and current and former aggrieved  
employees

Plaintiff,

vs.

LANGER JUICE COMPANY, INC.; and DOES  
1 to 100, inclusive,

Defendants.

Case No.: **26STCV13910**

**PAGA ACTION**

**PLAINTIFF OSVALDO MARTINEZ  
ESTRELLA'S COMPLAINT FOR:**

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

**COMES NOW** Plaintiff OSVALDO MARTINEZ ESTRELLA ("Plaintiff"), who alleges  
and complains against Defendants LANGER JUICE COMPANY, 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' 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  
3 authorize or permit all legally required and/or compliant meal periods or pay meal period premium  
4 wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest  
5 period premium wages; statutory penalties for failure to timely produce requested employment  
6 records; indemnification for all necessary expenditures or losses incurred by employees in direct  
7 consequence of discharging their duties; statutory penalties for failure to timely pay earned wages  
8 during employment; statutory penalties for failure to provide accurate wage statements; statutory  
9 waiting time penalties in the form of continuation wages for failure to timely pay employees all  
10 wages due upon separation of employment. . Plaintiff experienced these violations personally, as  
11 well as is informed and believes other aggrieved employees did as well. Plaintiff seeks on a  
12 representative basis, following notice to the Labor and Workforce Development Agency, civil  
13 penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought  
14 on behalf of Plaintiff, the State of California, and others aggrieved.

## 15 **II. JURISDICTION AND VENUE**

16 2. This Court has jurisdiction over the claims of Plaintiff and all other current and  
17 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks  
18 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly  
19 non-exempt employees, and the State of California in excess of thirty-five thousand dollars  
20 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-  
21 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former  
22 aggrieved California-based hourly non-exempt employees occurred in locations throughout  
23 California, including but not limited to Los Angeles County, at 16195 Stephens St, City of Industry,  
24 CA, 91745.

## 25 **III. PARTIES**

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

1 filed include current, former and/or future employees of Defendants who work, worked, or will  
2 work for Defendants as direct employees as well as temporary employees employed through temp  
3 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently  
4 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by  
5 Defendants in an hourly position at Defendants' location in Los Angeles County from in or around  
6 July 7, 2024, until on or about September 12, 2025.

7 4. Plaintiff is informed and believes and thereon alleges that Defendant LANGER  
8 JUICE COMPANY, INC.; is authorized to do business within the State of California and is doing  
9 business in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant  
10 hereto were persons acting on behalf of Defendant LANGER JUICE COMPANY, INC.; in the  
11 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.  
12 Defendant LANGER JUICE COMPANY, INC.; operates in Los Angeles and employed Plaintiff  
13 and aggrieved employees in Los Ange County, including but not limited to, at 16195 Stephens St,  
14 City of Industry, CA, 91745

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

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

26 7. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff  
27 sues said defendants by said fictitious names, and will amend this complaint when the true names  
28 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as

1 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously  
2 named defendants is in some manner responsible for the events and allegations set forth in this  
3 complaint.

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

7 **FIRST CAUSE OF ACTION**

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

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

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

13 10. During Plaintiff's employment and continuing through the present, Plaintiff alleges  
14 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1197,  
15 1198.5, 2802, and the applicable Wage Orders.

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

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

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

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

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

5 (a) Prior to being permitted to enter Employers' parking lot, Employers require Plaintiff  
6 and other current and former aggrieved California-based hourly non-exempt employees to line up  
7 to wait to undergo and undergo off-the-clock security and identification verification checks prior to  
8 being permitted to park. After parking, Plaintiff and other current and former aggrieved California-  
9 based hourly non-exempt employees are required to travel off-the-clock from the parking lot to the  
10 nearest location where they are permitted to clock in for the start of their shifts.

11 (b) After clocking out for the end of their shift, Employer require Plaintiff and other  
12 current and former aggrieved California-based hourly non-exempt employees who are on the  
13 outcoming shift to engage in a shift turnover, during which time the outgoing shift (who are off the-  
14 clock) meets with the incoming shift (who are on-the-clock) in order to inform the incoming shift  
15 where they left off in production, alert them to any issues that occurred during their shift, and/or  
16 explain to them what needs to be accomplished during the incoming shift.

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

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

26 17. **Failure to pay wages for overtime hours worked at the overtime rate of pay**  
27 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of  
28 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer

1 is required to pay hourly employees for all “hours worked,” which includes all time that an employee  
2 is under control of the employer and all time the employee is suffered and permitted to work. This  
3 includes the time an employee spends, either directly or indirectly, performing services that inure to  
4 the benefit of the employer.’

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

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

16 Labor Code section 510.

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

20 (a) Prior to being permitted to enter Employers’ parking lot, Employers require Plaintiff  
21 and other current and former aggrieved California-based hourly non-exempt employees to line up  
22 to wait to undergo and undergo off-the-clock security and identification verification checks prior to  
23 being permitted to park. After parking, Plaintiff and other current and former aggrieved California-  
24 based hourly non-exempt employees are required to travel off-the-clock from the parking lot to the  
25 nearest location where they are permitted to clock in for the start of their shifts.

26 (b) After clocking out for the end of their shift, Employer require Plaintiff and other  
27 current and former aggrieved California-based hourly non-exempt employees who are on the  
28 outcoming shift to engage in a shift turnover, during which time the outgoing shift (who are off the-  
clock) meets with the incoming shift (who are on-the-clock) in order to inform the incoming shift  
where they left off in production, alert them to any issues that occurred during their shift, and/or  
explain to them what needs to be accomplished during the incoming shift.

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

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 1 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 1 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 timely, uninterrupted, duty-free meal periods of at least 30 minutes  
10 for every five hours worked due to workload coupled with chronic understaffing.

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

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

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

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

27 30. California law requires every employer to authorize and permit an employee a rest  
28 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code

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

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

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

18 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly  
19 non-exempt employees to travel to a designated area away from their workstations during their rest  
20 periods. Employers did not elongate or otherwise extend Plaintiff’s or other current and former  
21 aggrieved California-based hourly non-exempt employees’ rest period times to account for travel  
22 time between their workstations and the designated break area resulting in rest periods less than a  
23 net 10-minutes.

24 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly  
25 non-exempt employees to remain on Employers premises during their rest periods, resulting in rest  
26 periods that were not duty-free.

27 (c) Failing to provide Plaintiff and other current and former aggrieved California-based  
28 hourly non-exempt employees a third uninterrupted duty-free rest period of no less than ten (10) net

1 minutes on each workday that Plaintiff and other current and former aggrieved California-based  
2 hourly non-exempt employees work shifts over ten (10) hours.

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

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

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

15 36. **Failure to produce requested employment records:** An employer must afford  
16 current and former employees the right to inspect or receive a copy of records pertaining to their  
17 employment, upon reasonable request to the employer. Labor Code section 226(b). An employer  
18 who receives a request to inspect or receive a copy of records pertaining to a current or former  
19 employee must comply with the request as soon as practicable, but no later than twenty-one (21)  
20 calendar days from the date of the request. Labor Code section 226(c). Additionally, every current  
21 and former employee, or his or her representative, has the right to inspect and receive a copy of the  
22 personnel records that the employer maintains relating to the employee's performance or to any  
23 grievance concerning the employee. Labor Code section 1198.5(a). Upon written request from a  
24 current or former employee or his or her representative, an employer must make the contents of  
25 those personnel records available for inspection or provide a copy of the personnel records to the  
26 current or former employee, or his or her representative, not later than thirty (30) calendar days from  
27 the date the employer receives the written request, subject to some limited exceptions. Labor Code  
28 §1198.5(b)(1). Failure to comply with these requests allows for a civil penalty seven hundred fifty

1 dollars (\$750), pursuant to Labor Code sections 1198.5(k) and 226(f).

2 37. On December 22, 2025, Plaintiff sent a written request through his counsel to  
3 Defendants for his payroll records, timecards, and personnel records pursuant to Labor Code  
4 sections 226 and 1198.5. However, Defendants failed to timely produce the requested employment  
5 records, in violation of Labor Code sections 226 and 1198.5. Defendants have not produced any of  
6 the requested employment records as of the date of this Complaint.

7 38. Plaintiff is informed and believes and thereon alleges that other similarly situated  
8 employees also sent written requests for their employment records, but Defendants failed to timely  
9 produce the required and requested records, in violation of Labor Code sections 226 and 1198.5.

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

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

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

22 (a) Personal cell phone usage for work-related purposes - without reimbursing Plaintiff  
23 and other current and former aggrieved California-based hourly non-exempt employees for such  
24 use.

25 42. Moreover, Defendants employed policies and procedures which ensured Plaintiff and  
26 aggrieved employees would not receive indemnification for their employment related expenses.  
27 This practice resulted in Plaintiff and aggrieved employees not receiving such indemnification in  
28 compliance with California law.

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

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

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

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

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.     **Secret payment of lower wages than designated by statute:** Labor Code section  
27 223 provides that, where any statute or contract requires an employer to maintain the designated  
28 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage

1 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by  
2 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful  
3 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,  
4 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor  
5 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while  
6 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

7 49. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.  
8 Employer would further be liable for civil penalties pursuant to Labor Code section  
9 2699(f)(2)(B)(ii).

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

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

26 51. **Failure to provide complete and accurate wage statements:** Labor Code section  
27 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee  
28 his or her wages, the employer must "furnish each of his or her employees ... an itemized statement

1 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any  
2 employee whose compensation is solely based on a salary and who is exempt from payment of  
3 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare  
4 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee  
5 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders  
6 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive  
7 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her  
8 social security number, (8) the name and address of the legal entity that is the employer, and (9) all  
9 applicable hourly rates in effect during the pay period and the corresponding number of hours  
10 worked at each hourly rate by the employee.”

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

17 53. Plaintiff believes these failures were willful and intentional.

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

21 55. **Failure to pay employees all wages due at time of termination/resignation:** An  
22 employer is required to pay all unpaid wages timely after an employee’s employment ends. The  
23 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)  
24 hours of resignation (Labor Code section 202).

25 56. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay  
26 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all  
27 their earned wages (including minimum wages, overtime wages, meal period premium wages,  
28 and/or rest period premium wages), Defendants failed to pay those employees timely after each

employee's termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

57. Plaintiff believes these failures were willful and intentional.

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

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

60. Plaintiff has complied with the procedures for bringing suit specified in Labor Code section 2699.3. On February 19, 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.

61. 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.

62. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil penalties for Defendants' violations of 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1197, 1198.5, 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, plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code section 210].

e. For violations of Labor Code section 223, 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, plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code section 225.5].

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

## PRAYER FOR RELIEF

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

### ON THE FIRST CAUSE OF ACTION:

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

2. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling, including but not limited to those recoverable under the California

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: April 30, 2026

Respectfully submitted,  
**LAVI & EBRAHIMIAN, LLP**

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By: /s/ Alexander J. Curry, Esq.  
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on behalf of himself and current and former  
aggrieved employees

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