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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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Attorneys for Plaintiff JOSE ANGEL CASTRO,
on behalf of himself and current and former aggrieved employees

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

JOSE ANGEL CASTRO, on behalf of himself and
current and former aggrieved employees

Case No.: CIVSB2615135

PAGA ACTION

**PLAINTIFF JOSE ANGEL
CASTRO'S COMPLAINT FOR:**

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

\$1435.00 pd

Defendants.

COMES NOW Plaintiff JOSE ANGEL CASTRO ("Plaintiff"), who alleges and complains
against Defendants FORTUNE AVENUE FOODS, INC.; ASAP STAFFING AGENCY LLC;
EMPLOYER'S OUTSOURCING, LLC; and DOES 1 to 100, inclusive (collectively "Defendants")
as follows:

I. INTRODUCTION

- This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq.

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

16 **II. JURISDICTION AND VENUE**

17 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
18 former aggrieved California-based hourly non-exempt employees because Plaintiff’s lawsuit seeks
19 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
20 non-exempt employees, and the State of California in excess of thirty-five thousand dollars
21 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-
22 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
23 aggrieved California-based hourly non-exempt employees occurred in locations throughout
24 California, including but not limited to San Bernardino County, at 2117 S Pointe Ave, Ontario, CA
25 91761.

26 **III. PARTIES**

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

1 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
2 filed include current, former and/or future employees of Defendants who work, worked, or will work
3 for Defendants as direct employees as well as temporary employees employed through temp
4 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
5 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
6 Defendants in an hourly position at Defendants' location in San Bernardino from in or around 2010
7 until on or about January 21, 2025.

8 4. Plaintiff is informed and believes and thereon alleges that Defendant FORTUNE
9 AVENUE FOODS, INC. is authorized to do business within the State of California and is doing
10 business in the State of California and/or that Defendants DOES 1-25 are, and at all times relevant
11 hereto were persons acting on behalf of Defendant FORTUNE AVENUE FOODS, INC. in the
12 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
13 Defendant FORTUNE AVENUE FOODS, INC. operates in San Bernardino County and employed
14 Plaintiff and putative class members in San Bernardino County, including but not limited to, at 2117
15 S Pointe Ave, Ontario, CA 91761.

16 5. Plaintiff is informed and believes and thereon alleges that Defendant ASAP
17 STAFFING AGENCY LLC is authorized to do business within the State of California and is doing
18 business in the State of California and/or that Defendants DOES 26-50 are, and at all times relevant
19 hereto were persons acting on behalf of Defendant ASAP STAFFING AGENCY LLC in the
20 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
21 Defendant ASAP STAFFING AGENCY LLC operates in San Bernardino County and employed
22 Plaintiff and putative class members in San Bernardino County, including but not limited to, at 2117
23 S Pointe Ave, Ontario, CA 91761.

24 6. Plaintiff is informed and believes and thereon alleges that Defendant EMPLOYER'S
25 OUTSOURCING, LLC is authorized to do business within the State of California and is doing
26 business in the State of California and/or that Defendants DOES 51-75 are, and at all times relevant
27 hereto were persons acting on behalf of Defendant EMPLOYER'S OUTSOURCING, LLC in the
28 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.

1 Defendant EMPLOYER'S OUTSOURCING, LLC operates in San Bernardino County and
2 employed Plaintiff and putative class members in San Bernardino County, including but not limited
3 to, at 2117 S Pointe Ave, Ontario, CA 91761.

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

9 8. Plaintiff is informed and believes and thereon alleges that Defendants DOES 76
10 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
11 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
12 supervisor, independent contractor and/or employee of each defendant who violated or caused to be
13 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the
14 Industrial Welfare Commission's wage orders regulating hours and days of work.

15 9. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
16 sues said Defendants by said fictitious names, and will amend this complaint when the true names
17 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
18 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
19 named defendants is in some manner responsible for the events and allegations set forth in this
20 complaint.

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

24 **FIRST CAUSE OF ACTION**

25 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
26 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

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

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

14. **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.

15. 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.

16. 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 to:

(a) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to clock out and continue working, without being paid for this time.

(b) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to clock out and work through their off-the-clock meal periods.

17. Therefore, Defendants suffered, permitted, and required Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to be subject to Defendants' control without paying wages for that time. This resulted in Plaintiff and other current and former

1 aggrieved California-based hourly non-exempt employees working time for which they were not
2 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
3 Wage Order.

4 18. 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 19. **Failure to pay wages for overtime hours worked at the overtime rate of pay**
8 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of
9 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer
10 is required to pay hourly employees for all "hours worked," which includes all time that an employee
11 is under control of the employer and all time the employee is suffered and permitted to work. This
12 includes the time an employee spends, either directly or indirectly, performing services that inure to
13 the benefit of the employer.'

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

17 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
18 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
19 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
20 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
21 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
22 for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a
23 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
24 employee.

25 Labor Code section 510.

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

(a) Requiring Plaintiff and other current and former aggrieved California-based hourly
non-exempt employees to clock out and continue working, without being paid for this time.

(b) Requiring Plaintiff and other current and former aggrieved California-based hourly

1 non-exempt employees to clock out and work through their off-the-clock meal periods.

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

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

9 24. In this case, Plaintiff alleges that when he and other current and former aggrieved
10 California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay
11 them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all
12 remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a
13 policy, practice, and/or procedure of failing to include all remuneration such as "end of year
14 bonuses" for example, when calculating Plaintiff's and other current and former aggrieved
15 California-based hourly non-exempt employees' regular rate of pay for the purpose of paying
16 overtime.

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

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

1 shifts of more than ten (10) hours in length.

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

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

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

21 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
22 non-exempt employees to clock out and work through their off-the-clock meal periods.

23 (b) Failing to provide Plaintiff and other current and former aggrieved California-based
24 hourly non-exempt employees timely, uninterrupted, duty-free meal periods of at least 30 minutes
25 for every five hours worked due to missed meal periods.

26 (c) Failing to provide Plaintiff and other current and former aggrieved California-based
27 hourly non-exempt employees a second uninterrupted duty-free meal period of no less than thirty
28 (30) minutes for each workday that Plaintiff and other current and former aggrieved California-

1 based hourly non-exempt employees work shifts over ten (10) hours.

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

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

16 32. 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 33. 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 34. **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 35. 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 36. 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 37. 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) Failing to provide Plaintiff and other current and former aggrieved California-based
19 hourly non-exempt employees a rest period of ten (10) net minutes for every four (4) hours worked
20 or major fraction thereof due to missed and/or on-duty rest periods.

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

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

1 226.7.

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

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

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

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

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

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

28 44. Moreover, Defendants employed policies and procedures which ensured Plaintiff and

1 aggrieved employees would not receive indemnification for their employment related expenses.
2 This practice resulted in Plaintiff and aggrieved employees not receiving such indemnification in
3 compliance with California law.

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

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

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

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

26 49. Plaintiff also believes these failures were 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 50. **Secret payment of lower wages than designated by statute:** Labor Code section
2 223 provides that, where any statute or contract requires an employer to maintain the designated
3 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
4 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
5 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
6 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
7 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
8 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while
9 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

10 51. 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 52. **Failure to Establish, Implement, and Maintain a Workplace Violence and**
14 **Injury Prevention Program in Compliance with Labor Code Sections 6401.7 and 6401.9:**
15 California Labor Code Section 6401.7 requires every employer to establish, implement, and
16 maintain an effective injury prevention program. California Labor Code Section 6401.9 requires
17 California employers to adopt a comprehensive Workplace Violence Prevention Plan (WVPP), train
18 employees on workplace violence, log safety incidents, and conduct periodic inspections to evaluate
19 workplace violence hazards.

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

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

14 54. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
15 and other current and former aggrieved California-based hourly non-exempt employees all wages
16 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period
17 premium wages) rendered Plaintiff’s and other current and former aggrieved California-based
18 hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code section
19 226(a)(1, 2, 5 & 9).

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

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

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

28 58. Plaintiff has complied with the procedures for bringing suit specified in Labor Code

1 section 2699.3. On February 17, 2026, Plaintiff filed a PAGA Claim Notice with the LWDA and
2 provided notice to Defendants by certified mail which provided notice of the specific provisions of
3 the Labor Code alleged to have been violated, including the facts and theories to support the
4 violations alleged.

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

10 60. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
11 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226, 226.7,
12 510, 512, 1194, 6401.7 and 6401.9: During Plaintiff's employment and continuing through the
13 present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in
14 the following amounts:

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

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

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

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

1 willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee,
2 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code
3 section 210].

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

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

11 **PRAYER FOR RELIEF**

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

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

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

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

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

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

1 Dated: May 12, 2026

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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By:



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Attorneys for Plaintiff
JOSE ANGEL CASTRO
and current and former aggrieved employees.

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