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on behalf of herself and current and former aggrieved employees

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

CYNTHIA LASCELLES, on behalf of herself and
current and former aggrieved employees

Plaintiff,

vs.

BANK OF AMERICA, NATIONAL
ASSOCIATION; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 2026CUOE065182

PAGA ACTION

**PLAINTIFF CYNTHIA
LASCELLES'S COMPLAINT FOR:**

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

COMES NOW Plaintiff CYNTHIA LASCELLES ("Plaintiff"), who alleges and complains
against Defendants BANK OF AMERICA, NATIONAL ASSOCIATION; 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

1 Defendants' violation of the Labor Code based on Defendants' failure to indemnify all necessary
2 expenditures or losses incurred by employees in direct consequence of discharging their duties.
3 Plaintiff experienced these violations personally, as well as is informed and believes other aggrieved
4 employees did as well. Plaintiff seeks on a representative basis, following notice to the Labor and
5 Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor Code
6 section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others
7 aggrieved.

8 **II. JURISDICTION AND VENUE**

9 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
10 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
11 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
12 non-exempt employees, and the State of California in excess of thirty-five thousand dollars
13 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-
14 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
15 aggrieved California-based hourly non-exempt employees occurred in locations throughout
16 California, including but not limited to Ventura County, at 2830 Cochran St., Simi Valley, CA
17 93065.

18 **III. PARTIES**

19 3. Plaintiff brings this action as a representative of the Labor and Workforce
20 Development Agency on behalf of herself and other current and former employees subject to
21 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
22 filed include current, former and/or future employees of Defendants who work, worked, or will work
23 for Defendants as direct employees as well as temporary employees employed through temp
24 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
25 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
26 Defendants in an hourly position at Defendants' location in from Ventura County in or around
27 December 28, 2010, through the present.

28 4. Plaintiff is informed and believes and thereon alleges that Defendant BANK OF

1 AMERICA, NATIONAL ASSOCIATION; is authorized to do business within the State of
2 California and is doing business in the State of California and/or that Defendants DOES 1-50 are,
3 and at all times relevant hereto were persons acting on behalf of Defendant BANK OF AMERICA,
4 NATIONAL ASSOCIATION; in the establishment of, or ratification of, the aforementioned illegal
5 wage and hour practices or policies. Defendant BANK OF AMERICA, NATIONAL
6 ASSOCIATION; operates in Ventura County and employed Plaintiff and aggrieved employees in
7 Ventura County, including but not limited to, at 2830 Cochran St., Simi Valley, CA 93065.

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

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

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

25 8. Plaintiff makes the allegations in this complaint without any admission that, as to
26 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff
27 reserves all of Plaintiff's right to plead in the alternative.
28

1 **FIRST CAUSE OF ACTION**

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

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

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

7 2. During Plaintiff's employment and continuing through the present, Plaintiff alleges
8 Defendants violated Labor Code sections 223, 2802, 6401.7, 6401.9 and the applicable Wage
9 Orders.

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

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

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

21 (a) Requiring Plaintiff and other current and former aggrieved California-based
22 employees to use their personal vehicles for employment-related purposes, including to drive
23 between Defendants' branch locations without reimbursing Plaintiff and other current and former
24 aggrieved California-based employees for mileage and other expenses incurred as a result thereof.

25 6. 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 7. 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 8. 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 9. **Secret payment of lower wages than designated by statute:** Labor Code section
8 223 provides that, where any statute or contract requires an employer to maintain the designated
9 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
10 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
11 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
12 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
13 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
14 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while
15 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

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

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

26 Plaintiff alleges that Defendant did not comply with Defendant's responsibilities and duties
27 under Labor Code sections 6401.7 and 6401.9. Plaintiff is informed and believes and thereon alleges
28 that Defendant (1) failed to establish, implement, and maintain an effective injury prevention

1 program; (2) failed to adopt a compliant Workplace Violence Prevention Plan; (3); failed to train
2 Employee and other aggrieved California-based hourly non-exempt employees in workplace
3 violence and injury prevention; (4) failed to log safety incidents; and (5) failed to conduct compliant
4 periodic inspections. Plaintiff believes these failures were willful and intentional. Plaintiff also
5 believes these failures were malicious, fraudulent, or oppressive. Defendant would further be liable
6 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

7 **PRAYER FOR RELIEF**

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

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

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

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

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

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

20
21 Dated: April 24, 2026

Respectfully submitted,
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27 employees
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