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SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

DONALD GREENE, on behalf of the State
of California and Aggrieved Employees,

Plaintiff,

vs.

TEAMVISION, LLC; and DOES 1 through
10, inclusive,

Defendants.

Case No. 26STCV13521

**PRIVATE ATTORNEYS GENERAL ACT
OF 2004 COMPLAINT FOR:**

1. Civil Penalties Pursuant to
Labor Code § 2699(a); and
2. Civil Penalties Pursuant to
Labor Code § 2699(f).

[UNLIMITED JURISDICTION]

SUMMARY

1. Plaintiff Donald Greene (“Plaintiff” or “Greene”), on behalf of the State of California and other Aggrieved Employees, hereby brings this Private Attorneys General Act (“PAGA”) Complaint against Defendant TeamVision, LLC (“TeamVision”), and DOES 1 through 10, inclusive (together, “Defendants”).

2. TeamVision employed Greene as one of its Aggrieved Employees (defined below) in and around Los Angeles County, California.

3. TeamVision pays Greene and its other Aggrieved Employees on an hourly rate basis.

4. TeamVision fails to authorize, permit, and/or make available compliant meal periods to Greene and the other Aggrieved Employees.

5. Instead, TeamVision requires Greene and the other Aggrieved Employees to remain on-duty, subject to interruption, and perform work throughout their shifts, including during attempted meal periods.

6. TeamVision also fails to authorize, permit, and/or make available compliant rest periods to Greene and the other Aggrieved Employees for every four hours worked or major fraction thereof.

7. Despite depriving Greene and the other Aggrieved Employees of compliant meal and rest periods, TeamVision does not pay these employees the required premium pay for the first missed meal and rest periods each workday.

8. Further, TeamVision violates the accurate wage statement provisions of the Labor Code and applicable Wage Order(s) by depriving Greene and the other Aggrieved Employees of wage statements that accurately reflect all their hours worked and all wages actually earned.

9. By extension, TeamVision fails to keep and maintain payroll records that are accurate and compliant with the Labor Code.

10. And, as a result of TeamVision’s unlawful employment practices, Greene and the other Aggrieved Employees are not timely paid all wages due and owing upon termination of employment.

1 11. Greene brings these claims pursuant to PAGA to challenge TeamVision's policies
2 and practices of: (1) failing to pay Aggrieved Employees all premium pay; (2) failing to provide
3 or make available compliant meal and rest periods; (3) failing to provide Aggrieved Employees
4 with accurate, itemized wage statements; (4) failing to pay Aggrieved Employees all wages owed
5 upon separation of employment; and (5) failing to keep and maintain accurate timekeeping and
6 payroll records.

7 12. Greene brings this PAGA Action to recover all civil penalties and other PAGA
8 damages on behalf of the State of California and the other Aggrieved Employees.

9 **JURISDICTION & VENUE**

10 13. This Court has jurisdiction over the State of California's claims pursuant to the
11 California Constitution, Article VI, Section 10, which grants the Superior Court original
12 jurisdiction in all causes except those given by statute to other trial courts. The statute under which
13 this action is brought does not specify any other basis for jurisdiction.

14 14. Greene filed his written PAGA Notice with the California Labor and Workforce
15 Development Agency ("LWDA") on February 3, 2026, bearing Case No. LWDA-CM- 1154893-
16 26. A true and correct copy of the PAGA Notice is attached herein as **Exhibit 1**. Greene
17 incorporates the PAGA Notice by reference as if fully set forth in full.

18 15. This Court has personal jurisdiction over TeamVision because TeamVision is
19 registered to do business in California and has purposefully availed itself of the benefits of the
20 State by doing business in and employing workers in California, including Greene and the other
21 Aggrieved Employees.

22 16. Venue is proper in the Superior Court for the County of Los Angeles pursuant to
23 California Code of Civil Procedure §§ 395 and/or 395.5

24 17. TeamVision has employed Aggrieved Employees within Los Angeles County,
25 California.

26 18. TeamVision conducts business in this County, employs Aggrieved Employees in
27 this County, and therefore liability under PAGA arises in this County.
28

PARTIES

19. Greene worked for TeamVision as a non-exempt, hourly-paid optician in and around Los Angeles County, California from approximately 2000 to January 2026.

20. On average, Greene worked five (5) to ten (10) hours per day and three (3) to five (5) days per week (an overall average of forty (40) hours per week) during his employment with TeamVision.

21. Greene's base hourly rate of pay was \$28.66 per hour.

22. Throughout the relevant time period, TeamVision failed to provide Greene with timely, compliant, and *bona fide* meal periods within the first 5 hours of his workday during which Greene was completely relieved of all work duties and free from interruption.

23. Instead, TeamVision's employees would regularly interrupt Greene's attempted meal breaks with requests to perform work.

24. TeamVision likewise failed to provide Greene with compliant, timely, and *bona fide* 10-minute rest periods during which he was fully relieved of all work duties.

25. During attempted rest periods, Greene was not free to engage in personal activities.

26. Despite failing to provide Greene with timely or compliant meal and rest periods, TeamVision failed to compensate Greene with all premium wages owed due to non-compliant meal or rest periods.

27. Further, TeamVision failed to provide Greene with wage statements that accurately reflected all the wages he actually earned, in willful violation of the Labor Code and applicable IWC Wage Order(s).

28. TeamVision likewise failed to keep and maintain accurate payroll records for its employees like Greene.

29. TeamVision likewise failed to pay Greene all wages owed at the end of his employment.

30. Greene brings this action on behalf of the State of California and on behalf of all of TeamVision's current and former non-exempt employees employed in California who suffered one or more Labor Code violations Greene suffered, which are enumerated in Labor Code §§ 2698

1 *et seq.*, and who worked for TeamVision any time since one year and 65 days before the filing of
2 this Complaint until final resolution of this Action.

3 31. These employees are referred to as the “Aggrieved Employees.”

4 32. Greene is an “Aggrieved Employee” within the meaning of Labor Code § 2699(c)
5 because TeamVision employed him, and he suffered one or more of the alleged Labor Code and/or
6 Wage Order violations committed by TeamVision within the relevant limitations period.

7 33. Greene and the other Aggrieved Employees were employees of TeamVision at all
8 relevant times, within the meanings set forth in the California Labor Code and the applicable Wage
9 Order(s).

10 34. Greene is informed, believes, and thereon alleges that at all times relevant herein,
11 Defendant TeamVision employs similarly situated individuals throughout the State of California,
12 including but not limited to Los Angeles, Downey, Whittier, West Covina, Playa Del Rey, Marina
13 Del Rey, South Gate, Burbank, and Manhattan Beach.

14 35. Defendant TeamVision, LLC is a Delaware limited liability company with its
15 principal place of business located in New York, New York and is registered to do business in
16 California. TeamVision may be served with process through its registered agent, **National**
17 **Registered Agents, Inc., 330 North Brand Boulevard, Suite 700, Glendale, California 91203.**

18 36. TeamVision was Greene’s employer and supervisor at all times relevant hereto.

19 37. TeamVision was Greene’s and the Aggrieved Employees’ employer or person(s)
20 acting on behalf of their employer(s), either individually, or as an officer, agent, or employees of
21 another person, within the meaning of California Labor Code § 1197.1, who paid or caused to be
22 paid to any employee a wage less than the minimum fixed by California state law for each hour
23 and overtime time hour worked, and as such, is subject to civil penalties.

24 38. Greene is informed and believes, and based thereupon alleges, that at all times
25 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,
26 supervisors, co- conspirators, parent corporation, joint employers, alter ego, and/or joint ventures
27 of the other Defendants, and each of them, and in doing the things alleged herein, were acting at
28 least in part within the course and scope of said agency, employment, conspiracy, joint employer,

1 alter ego status, and/or joint venture and with the permission and consent of each of the other
2 Defendants.

3 39. The true names and capacities, whether a corporation, agent, individual or
4 otherwise, of DOES 1 through 10, are unknown to Greene, who therefore sues said Defendants by
5 such fictitious names. Each Defendant designated herein as a DOE is negligently or otherwise
6 legally responsible in some manner for the events and happenings referred to herein and thereby
7 proximately caused injuries and damages to Greene as alleged herein. Greene will seek leave of
8 Court to amend this Complaint to show their true names and capacities when the same have been
9 ascertained.

10 40. At all times mentioned here, DOES 1 through 10 were the agents, representatives,
11 employees, successors and/or assigns of Defendants and at all times pertinent hereto were acting
12 within the course and scope of their authority as such agents, representatives, employees,
13 successors, and/or assigns.

14 41. Greene is informed and believes that at all relevant times herein mentioned
15 Defendants, and/or DOES 1 through 10 are and were corporations, business entities, individuals,
16 and partnerships, licensed to do business and actually doing business in the State of California.

17 42. Greene is informed and believes that Defendants, and each of them, committed
18 other wrongful acts or omissions of which Greene is presently unaware. Greene shall conduct
19 discovery to identify said wrongful acts and will seek leave of Court to amend this Complaint to
20 add said acts upon discovery.

21 **FACTUAL ALLEGATIONS**

22 43. “TeamVision is a management services program offered to independently owned
23 optometric practices. The TeamVision program enhances an optometrist’s ability to achieve
24 premier standards in quality eye care and eyewear. The management services program provides
25 certain management, consulting, administrative, business, billing, equipment, supplies,
26
27
28

1 information technology, and other services to simplify practice management and enable the
2 optometrists to focus on patient care.”¹

3 44. TeamVision operates and/or manages multiple work locations across the country,
4 including several locations throughout California primarily in the Los Angeles County area.

5 45. To meet its business objectives, TeamVision employs workers such as Greene and
6 the other Aggrieved Employees to provide the labor services necessary for TeamVision to run its
7 optometric management business.

8 46. TeamVision controls Greene’s and the other Aggrieved Employees’ schedules and
9 work assignments.

10 47. TeamVision controls Greene’s and the other Aggrieved Employees’ work.

11 48. Greene and the other Aggrieved Employees are supervised by TeamVision
12 personnel.

13 49. TeamVision requires Greene and the other Aggrieved Employees to follow
14 TeamVision’s policies, procedures, plans, protocols, and specifications.

15 50. Greene’s and the other Aggrieved Employees’ work must adhere to the quality
16 standards put in place by TeamVision.

17 51. Greene and the other Aggrieved Employees are not required to possess any unique
18 or specialized skillset (other than those maintained by all other workers in their respective
19 positions) to perform their job duties.

20 52. Indeed, the daily and weekly activities of Greene and the other Aggrieved
21 Employees are routine and largely governed by standardized plans, procedures, and checklists
22 created by TeamVision.

23 53. Virtually every job function is predetermined by TeamVision, including the
24 equipment and other tools used, the work schedule, and related work duties.

25 54. Without the job Greene and the other Aggrieved Employees perform, TeamVision
26 would not be able to complete its core business objectives of managing optician offices.

27
28 ¹ See <https://growwithteamvision.com/>; <https://growwithteamvision.com/about-us/> (last visited Apr. 13, 2026).

55. The work Greene and the other Aggrieved Employees perform is therefore an essential and integral part of TeamVision's core business as an ophthalmic practice management firm.

56. Greene and the other Aggrieved Employees rely on TeamVision for work and compensation.

57. Greene and the other Aggrieved Employees are not engaged in an independently established trade, occupation, or business of the same nature as the work they perform for TeamVision.

58. Greene and the other Aggrieved Employees cannot subcontract out the work they are assigned by TeamVision.

59. Greene and the other Aggrieved Employees do not substantially invest in the tools required to complete the overall job for which they are assigned by TeamVision.

60. Rather, TeamVision incurs the large-scale business and operating expenses like marketing, equipment, labor costs, and offices.

61. Greene and the other Aggrieved Employees do not market their services while employed by TeamVision.

62. TeamVision maintains control, oversight, and direction of Greene and the other Aggrieved Employees, including but not limited to, hiring, firing, disciplining, and other employment practices.

63. In sum, Greene and the other Aggrieved Employees are TeamVision's employees under California law. (*See* Lab. Code § 2775.)

64. For example, Greene worked for TeamVision as a non-exempt optician from approximately 2000 to January 2026 in TeamVision's in Los Angeles County.

65. Greene's primary job duties included assisting the optometrist with fitting customers for eyeglasses and contact lenses, stocking eyeglasses and contact lens supplies.

66. Greene was TeamVision's hourly employee and was paid at a rate of \$28.66 per hour.

67. TeamVision approved Greene's hours worked each workday and workweek.

68. TeamVision's records reflect the hours Greene worked each day and week.

69. Greene regularly worked more than 6 hours a workday while employed by TeamVision.

70. Indeed, Greene typically worked five (5) to ten (10) hours a workday for three (3) to five (5) days a week (on average, forty (40) hours a workweek).

71. Despite working enough hours to regularly qualify for a meal period and at least one (but often qualifying for two) rest periods each workday, TeamVision subjected Greene to interruptible, on-duty meal periods during which he was not completely relieved of all work duties (TeamVision's "Meal Break Policy").

72. Even when Greene attempted to get a bite to eat during his meal periods, Greene was consistently interrupted with work demands during his attempted meal periods and regularly continued working throughout his attempted meal periods.

73. Despite requiring Greene to suffer "working lunches," subjecting him to interruption, and interrupting him in fact, during his meal periods, TeamVision did not pay Greene the required one hour of premium pay at his regular rate for each workday in which he did not receive a *bona fide* meal period.

74. Similarly, TeamVision failed to provide Greene with *bona fide* rest periods of at least 10 minutes for each four hours of work.

75. Rather, TeamVision required Greene to work through his shifts without rest periods and/or subjected Greene to interruptible, on-duty rest periods during which he was not relieved of all work duties (TeamVision's "Rest Break Policy").

76. Greene was consistently required to work through rest periods or otherwise was interrupted with work demands during his attempted rest periods.

77. Despite requiring Greene to work through, be on-call, and/or subject to interruption, and interrupting him in fact, during his rest periods, TeamVision did not pay Greene the required one hour of premium pay at his regular rate for each workday in which he did not receive compliant, *bona fide* rest periods.

1 78. As a result of TeamVision's Meal Break and Rest Break Policies, Greene was not
2 paid premium penalties for each workday in which he did not receive a timely or compliant meal
3 and rest period.

4 79. As a result of TeamVision's policies and practices, TeamVision failed to keep,
5 record, and maintain accurate payroll records for Greene.

6 80. As a result of TeamVision's policies and practices, TeamVision issued or caused
7 to be issued itemized wage statements that were inaccurate, as they did not include the accurate
8 gross wages earned and net wages earned, including premium wages.

9 81. As a result of TeamVision's Meal Break Policy and Rest Break Policy, TeamVision
10 failed to pay Greene all wages earned and owing upon his separation of employment.

11 82. While exact job duties and precise work locations may differ, Greene and the other
12 Aggrieved Employees are all subject to TeamVision's same or similar practices or policies.

13 83. Like Greene, TeamVision's other Aggrieved Employees are paid on an hourly rate
14 basis.

15 84. Like Greene, TeamVision requires the other Aggrieved Employees to report their
16 hours worked.

17 85. Like Greene, TeamVision subjected the Aggrieved Employees to its Meal Break
18 Policy.

19 86. TeamVision subjects the other Aggrieved Employees to "working lunches," or
20 otherwise subjects them to interruptible, on-duty unpaid meal periods during which they are not
21 completely relieved of all work duties.

22 87. Despite requiring the other Aggrieved Employees to suffer "working lunches" or
23 otherwise to be on-call and subject to interruption, and interrupting them in fact, during their meal
24 periods, TeamVision does not pay the other Aggrieved Employees the required one hour of
25 premium pay at their regular rate for each workday in which they do not receive a *bona fide* meal
26 period.

27 88. Like Greene, TeamVision subjects the other Aggrieved Employees to its Rest
28 Break Policy.

89. TeamVision fails to provide the other Aggrieved Employees with *bona fide* rest periods of at least 10 minutes for each four hours of work.

90. Rather, TeamVision requires the other Aggrieved Employees to work through periods which should otherwise be set aside for a rest period and/or TeamVision subjects the other Aggrieved Employees to interruptible, on-duty rest periods during which they are not relieved of all work duties.

91. Upon information and belief, the other Aggrieved Employees are consistently interrupted with work demands during their attempted rest periods.

92. Despite requiring the other Aggrieved Employees to work through rest periods or otherwise be on-call and subject to interruption, and interrupting them in fact, during their rest periods, TeamVision does not pay the other Aggrieved Employees the required one hour of premium pay at their regular rate for each workday in which they do not receive compliant, *bona fide* rest periods.

93. As a result of TeamVision's Meal Break and Rest Break Policies, the other Aggrieved Employees are likewise not paid premium penalties for each workday in which they do not receive a timely or compliant meal and rest period.

94. As a result of TeamVision's policies and practices, TeamVision fails to keep, record, and maintain accurate payroll and timekeeping records for the other Aggrieved Employees.

95. As a result of TeamVision's policies and practices, TeamVision issues or causes to be issued itemized wage statements to the other Aggrieved Employees that are inaccurate, as the wage statements do not include the accurate number of hours worked, gross wages earned, and net wages earned.

96. As a result of TeamVision's Meal Break Policy and Rest Break Policy, TeamVision fails to pay the other Aggrieved Employees who left their employment all wages earned and owing upon their separation of employment.

97. Greene submitted his written notice of the intent to pursue PAGA civil penalties to the LWDA on February 3, 2026, bearing case number LWDA-CM-1154893-26.

98. More than 65 days have passed without notice from the LWDA.

99. As such, Greene has satisfied all administrative prerequisites to commence this civil action in compliance with Labor Code § 2699.3(a).

COUNT I

Civil Penalties Pursuant to Labor Code § 2699(a)

100. Greene incorporates all other paragraphs by reference.

101. Labor Code § 2699(a) provides:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.

102. Labor Code § 203 provides:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.

103. Labor Code § 226(a) provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

104. Labor Code § 226(e)(1) provides:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

105. Labor Code § 226.3 provides:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law. In enforcing this section, the Labor Commissioner shall take into consideration whether the violation was inadvertent, and in his or her discretion, may decide not to penalize an employer for a first violation when that violation was due to a clerical error or inadvertent mistake.

106. Labor Code § 558(a) and (c) provide:

(a) Any employer [] who violates, or causes to be violated, a section of this chapter or any provisions regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.... (c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

107. Greene seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by TeamVision, as alleged in this Complaint, to timely pay all wages owed to the Aggrieved Employees in compliance with Labor Code §§ 201-202 in the amounts established by Labor Code § 203.

108. Greene seeks such penalties as an alternative to the penalties available to individual litigants under Labor Code § 203 where applicable, as prayed for herein.

109. Greene also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by TeamVision, alleged in this Complaint, to provide the Aggrieved Employees with accurate,

1 itemized wage statements in compliance with Labor Code § 226(a) in the amounts established by
2 Labor Code § 226(e).

3 110. Greene also seeks civil penalties in the amounts described under Labor Code § 558
4 pursuant to Labor Code § 2699(a) for each pay period in which TeamVision, as alleged in this
5 Complaint, failed to pay the Aggrieved Employees for all premium wages owed.

6 111. Pursuant to Labor Code § 2699.3(a)(1) and (2), Greene has provided the LWDA
7 with notice of his intention to file this claim.

8 112. More than sixty-five (65) calendar days have passed without notice from the
9 LWDA. Thus, Greene satisfied all administrative prerequisites to commence this civil action.

10 113. Greene seeks the aforementioned civil penalties on behalf of the State of California
11 and the other Aggrieved Employees as set forth in Labor Code § 2699(g) and (i).

12 114. TeamVision is liable to the Aggrieved Employees and the State of California for
13 the civil penalties set forth in this Complaint, with interest thereon.

14 115. Greene is also entitled to an award of attorneys' fees and costs as set forth herein.

15 116. Wherefore, Greene and the Aggrieved Employees request relief as hereinafter
16 provided.

17 **COUNT II**

18 **Civil Penalties Pursuant to Labor Code § 2699(f)**

19 117. Greene incorporates all other paragraphs by reference.

20 118. Labor Code § 2699(f) provides:

21 For all provisions of this code except those for which a civil penalty
22 is specifically provided, there is established a civil penalty for a
23 violation of these provisions, as follows: ... (2) If, at the time of the
24 alleged violation, the person employs one or more employees, the
25 civil penalty is one hundred dollars (\$100) for each aggrieved
26 employee per pay period for the initial violation and two hundred
27 dollars (\$200) for each aggrieved employee per pay period for each
28 subsequent violation

119. Labor Code § 200 defines wages as "all amounts for labor performed by employees
of every description, whether the amount is fixed or ascertained by the standard of time, task,

1 piece, commission basis, or other method of calculation.” All such wages are subject to
2 California’s overtime and double time requirements, including those set forth above.

3 120. To the extent that any violation alleged herein does not carry penalties under Labor
4 Code § 2699(a), Greene seeks civil penalties pursuant to Labor Code § 2699(f) for the Aggrieved
5 Employees for each pay period in which such employee was aggrieved, in the amounts established
6 by Labor Code § 2699(f).

7 121. Greene seeks civil penalties under Labor Code § 2699(f) for TeamVision’s
8 violations of Labor Code §§ 204, 226.7, 512, 1174, and 1174.5.

9 122. Pursuant to Labor Code § 2699.3(a)(1) and (2), Greene has provided the LWDA
10 with notice of his intention to file this claim.

11 123. More than sixty-five (65) calendar days have passed without notice from the
12 LWDA. Thus, Greene satisfied all administrative prerequisites to commence this civil action.

13 124. Greene seeks the aforementioned penalties on behalf of the Aggrieved Employees
14 and the State of California as set forth in Labor Code § 2699(g) and (i).

15 125. Labor Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100) for
16 each aggrieved employee per pay period for the initial violation of a Labor Code provision that
17 does not provide for a civil penalty if, at the time of the violation, the employer employs one or
18 more employees. Labor Code § 2699(f)(2) provides for a civil penalty of two hundred dollars
19 (\$200) for each aggrieved employee per pay period for each subsequent violation of a Labor Code
20 provision that does not provide a civil penalty if, at the time of the violation, the employer employs
21 one or more employees.

22 126. TeamVision is liable to the State of California and Aggrieved Employees for the
23 civil penalties set forth in this Complaint.

24 127. Greene is also entitled to an award of attorneys’ fees and costs.

25 128. Wherefore, Greene and the Aggrieved Employees request relief as hereinafter
26 provided.
27
28

RELIEF SOUGHT

WHEREFORE, Greene, on behalf of the State of California and the Aggrieved Employees, requests the following relief:

- a. That this action be maintained as a PAGA representative action, and Plaintiff and his counsel be provided with enforcement capability as if the LWDA brought the action;
- b. For Plaintiff to be recognized by the Court as serving as the duly authorized Representative of the LWDA, that he be deemed an "Aggrieved Employee," and that he be awarded enhanced compensation for bringing this action, should he prevail and provide benefit to the State of California or other "Aggrieved Employees," subject to the Court's discretion;
- c. A declaratory judgment that TeamVision's conduct violated the Labor Code as alleged herein;
- d. An order awarding civil penalties against TeamVision to the fullest extent provided for by PAGA;
- e. An award of attorneys' fees, costs, and expenses as provided by the California Labor Code, including Labor Code § 2699(g)(1); California Code of Civil Procedure §1021.5; and/or any other applicable law;
- f. Pre- and post-judgment interest on any amounts awarded at the highest applicable allowed by law; and
- g. Such other and further relief as this Court deems just and proper.

Dated: April 27, 2026

LAUREL EMPLOYMENT LAW



Joshua I. White, Esq.
William M. Hogg, Esq.

*Attorneys for Greene, on Behalf of the State
of California and Aggrieved Employees*

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES
*Greene, et al. v. TeamVision LLC***

EXHIBIT 1



William M. Hogg, Esq.
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808 Wilshire Blvd., Ste. 200
Santa Monica, CA 90401
Tel: (323) 551-9221

February 3, 2026

NOTICE VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Private Attorney General Act (PAGA) – Filing
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
PAGAfilings@dir.ca.gov

Re: Private Attorneys General Act of 2004 (“PAGA”) Notice

Claimant: Donald Greene

Employer: TeamVision LLC and Does 1-50

Dear PAGA Administrator:

Pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698, *et seq.*, Donald Greene (“Mr. Greene” or “Claimant”) intends to bring a civil action against TeamVision LLC (“TeamVision” or “the Employer”) and Does 1-10, individually and on behalf of the State of California and all other Aggrieved Employees. This letter serves as Claimant’s written notice pursuant to Labor Code § 2699.3(a)(1), providing the Labor and Workforce Development Agency (“LWDA”) the opportunity to investigate the alleged claims contained herein of the specific provisions of the Labor Code allegedly violated by TeamVision and the facts and theories in support of said allegations. The information contained herein is based on the currently available information and belief.

If the LWDA does not intend to investigate the alleged violations, Mr. Greene intends to file a representative civil action pursuant to PAGA to recover civil penalties on behalf of the State and all other Aggrieved Employees. A copy of this Notice is being sent to TeamVision by certified mail at the address above.

Laurel Employment Law APC

Identity of “Aggrieved Employees”

Mr. Greene intends to pursue PAGA civil penalties on behalf of the State of California, and on behalf of other current and former employees of the entities/individuals referenced below who performed non-exempt work for said entities/individuals and were either: 1) classified as a non-exempt employee or 2) should have been classified as a non-exempt employee. Said employees are limited to employees performing work for said entities/individuals at any time during the relevant limitations period. The said employees are collectively referred to hereinafter as “Aggrieved Employees.” Mr. Greene is one of the Aggrieved Employees and suffered each of the Labor Code violations alleged herein within the relevant limitations period. The names of Aggrieved Employees are contained within TeamVision’s personnel, payroll, and other business records.

Identity and Capacity of Employers/Joint Employers

Mr. Greene intends to pursue a PAGA action against TeamVision and its parent companies, subsidiaries, successors, owners, officers, directors, and managing agents (collectively referred to as “Employer” as well). Mr. Greene will seek to hold all owners, directors, officers, and managing agents of TeamVision personally liable for said violations to the extent permitted under Labor Code § 558 and/or Labor Code § 558.1.

All business entities referenced herein were the alter-egos of each and every other entity and individual referenced herein. There exists, and at all times herein mentioned has existed, a unity of interest and ownership between said entities and individuals such that any separateness between them ceased to exist in that said individuals and other entities have completely controlled, dominated, managed, and operated the business entities and have intermingled the assets of each to suit convenience. Furthermore, each of the business entities was, and at all times mentioned herein, a mere shell, an instrumentality, and a conduit through which the other above-referenced entities/individuals carried out their business, exercising complete control and dominance over the business such that individuality or separateness did not truly exist. Therefore, in the PAGA action, Claimant will seek to hold each said individual and/or entity jointly and severally liable for any and/or all violations committed by the other above-referenced individuals and/or entities.

It should further be noted that the Employer and its parent companies, subsidiaries, successors, owners, officers, directors, and/or managing agents have been engaged in a joint enterprise. Moreover, said persons/individuals are joint employers of Aggrieved Employees for the following reasons: 1) Said entities/individuals directly and/or indirectly exercised control over the wages, hours or working conditions of Aggrieved Employees; 2) Said entities/individuals had knowledge (either personally or through officers, directors and/or managing agents) of the work Aggrieved Employees were doing for them while supposedly being employed by another entity/individual and failed to prevent the work from occurring; and 3) Said entities retained or assumed a general right of control over hiring, direction, supervision, discipline, discharge, and relevant day-to-day aspects of the workplace behavior of Aggrieved Employees.

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Violations/Supporting Facts and Theories

TeamVision manages and operates numerous optometric offices throughout the country, including in California. TeamVision is a Delaware limited liability company with its principal place of business located in New York City, New York. TeamVision operates in multiple cities, including Los Angeles, Downey, Whittier, West Covina, Playa Del Rey, Marina Del Rey, South Gate, Burbank, and Manhattan Beach.

Mr. Greene was employed by TeamVision in Los Angeles County from approximately 2000 to January 2026 as a non-exempt, hourly-paid Optician. Throughout Mr. Greene's employment, Mr. Greene was subjected to TeamVision's common policy, frequently preventing Mr. Greene from taking duty-free meal periods and from taking uninterrupted rest breaks. TeamVision also failed to provide Mr. Greene with premium pay for each workday in which he did not receive a timely or compliant meal period. TeamVision also failed to provide Mr. Greene with premium pay for each workday in which he did not receive a timely or compliant rest period. TeamVision also failed to provide Mr. Greene with accurate and compliant wage statements, in that the wage statements failed to include all premium pay owed. TeamVision also failed to record, keep, and maintain accurate payroll records for Mr. Greene. TeamVision also failed to pay Mr. Greene all wages owed upon his separation of employment, in that TeamVision failed to provide Mr. Greene with all premium wages owed to him in a timely manner.

At all relevant times, at least one year prior to the date of this Notice, TeamVision subjected Mr. Greene and other Aggrieved Employees to policies and practices that caused violations of the Labor Code as described herein. Mr. Greene now seeks civil penalties on behalf of all Aggrieved Employees and the State of California, based on alleged violations of the Labor Code and applicable IWC Wage Order(s), including civil penalties pursuant to Labor Code § 558(a). Mr. Greene's claims are set forth in further detail below.

For reasons set forth herein, Mr. Greene alleges the following violations of the Labor Code and applicable IWC Wage Order on behalf of himself and all other non-exempt Aggrieved Employees of Employer:

1. Failure to Provide Meal Periods (Lab. Code § 512)
2. Failure to Provide Rest Periods (Lab. Code § 226.7)
3. Failure to Timely Pay All Wages Upon Separation of Employment (Lab. Code §§ 201–204)
4. Failure to Maintain Payroll Records (Lab. Code §§ 1174, 1174.5)
5. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226(a))

TeamVision's Labor Code violations, thus, include the following:

Failure to Provide Meal Periods (Lab. Code § 512)

Labor Code § 512 and the applicable IWC Wage Order impose a non-waivable duty on TeamVision to provide timely, uninterrupted meal periods of at least thirty minutes for qualifying shifts and to ensure that employees are relieved of all duty during such periods. This obligation prohibits policies or practices that deny, delay, interrupt, or discourage meal breaks in violation of

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statutory or IWC requirements. Mr. Greene asserts this Cause of Action solely for civil penalties under PAGA, as provided by Labor Code § 2699(a), on a representative basis and subject to all prefiling steps outlined in Labor Code § 2699.3.

Mr. Greene and Aggrieved Employees worked long shifts but could not take uninterrupted meal periods because TeamVision required them to remain on duty, stay alert, and respond to work needs throughout their shifts. TeamVision failed to provide timely or compliant meal periods during which Mr. Greene and Aggrieved Employees were completely relieved of all work duties. Even while eating, they continued working and were never relieved of all responsibilities. TeamVision adopted and maintained a policy that made compliant meal periods impossible.

This Cause of Action seeks civil penalties on a representative basis. TeamVision and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Mr. Greene intends to seek civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Provide Rest Periods (Lab. Code § 226.7)

Labor Code § 226.7 and the applicable IWC Wage Order impose a non-waivable duty on TeamVision to authorize and permit all employees to take compliant rest periods, free of work obligations, as required by law for every four hours or significant fraction thereof worked. TeamVision must not require, encourage, or allow employees to skip or shorten rest periods, and is prohibited from adopting or maintaining any policy, practice, or system that fails to ensure the provision of legally compliant rest breaks. Mr. Greene brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to the prefiling requirements set forth in Labor Code § 2699.3.

Mr. Greene and Aggrieved Employees were not permitted to take uninterrupted rest breaks because TeamVision required Mr. Greene and the Aggrieved Employees to work throughout their shifts without stopping, including during times that should otherwise be designated as rest periods. TeamVision did not provide Mr. Greene and Aggrieved Employees with rest periods of at least 10 minutes for every 4 hours worked during which they were completely relieved of all work duties. TeamVision knew these working conditions prevented compliant rest periods, yet did nothing to correct them.

This Cause of Action seeks civil penalties on a representative basis. TeamVision and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Mr. Greene intends to seek civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Timely Pay All Wages Upon Separation of Employment (Lab. Code §§ 201–204)

Labor Code §§ 201 through 204, along with the applicable IWC Wage Order, impose a non-waivable duty on TeamVision to pay all earned final wages, including accrued but unpaid compensation, immediately upon discharge or within seventy-two hours after voluntary separation without notice. This requirement prohibits any policy or practice that causes delay, underpayment, or nonpayment of final wages at separation. Mr. Greene brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to all prefiling steps outlined in Labor Code § 2699.3.

Mr. Greene and Aggrieved Employees were not paid all final wages at separation because TeamVision failed to include the unpaid break-premium wages owed at the end of employment. Mr. Greene separated from employment without being paid for all premium wages earned throughout his employment. Other Aggrieved Employees who are former employees of TeamVision likewise were not paid all premium wages earned throughout their employment in a timely manner after separating their employment. TeamVision knew its pay practices failed to provide required compensation, yet issued final pay without correcting these violations.

This Cause of Action seeks civil penalties on a representative basis. TeamVision and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Mr. Greene intends to seek civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Maintain Payroll Records (Lab. Code §§ 1174, 1174.5)

Labor Code § 1174 and Labor Code § 1174.5, as well as the applicable IWC Wage Order, impose a non-waivable duty on employers to accurately keep, maintain, and preserve complete payroll records showing hours worked, wages paid, and other required data for each employee for a period of at least three years. This duty includes ensuring that such records are available for inspection and copying by employees and state officials upon request. Any policy or practice that causes records to be missing, incomplete, inaccurate, or not produced as required constitutes a violation of this policy. Mr. Greene brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to the prefiling steps set forth in Labor Code § 2699.3.

Mr. Greene and Aggrieved Employees were subject to payroll practices that failed to accurately record, capture, and maintain all wages owed. TeamVision failed to accurately record, capture, and maintain all wages earned as a result of routine failure to pay premium wages for meal and rest period violations. These omissions resulted in incomplete and inaccurate payroll records. TeamVision knowingly failed to maintain accurate records of all hours worked and all wages owed.

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This Cause of Action seeks civil penalties on a representative basis. TeamVision and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Mr. Greene intends to seek civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226(a))

Labor Code § 226(a) and the applicable IWC Wage Order impose a non-waivable duty on employers to furnish each employee with accurate, itemized wage statements that set forth all required information, including hours worked, wages earned, pay periods, deductions, and employer identification details. TeamVision must not adopt any policy or practice that results in missing, incomplete, or inaccurate wage statements, or otherwise frustrates employees' ability to verify and understand their compensation. Mr. Greene asserts this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to all prefiling steps outlined in Labor Code § 2699.3.

Mr. Greene and Aggrieved Employees received wage statements that did not accurately reflect all hours worked because TeamVision excluded premium wages earned for non-compliant meal and rest periods. The wage statements provided by TeamVision herefore failed to accurately reflect all wages owed, including premium wages, gross wages, and net wages. These omissions prevented Mr. Greene and the Aggrieved Employees from verifying whether they were fully paid for all of their work. TeamVision knew that the statements were incomplete because they mirrored the inaccurate payroll records it maintained.

This Cause of Action seeks civil penalties on a representative basis. TeamVision and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Mr. Greene intends to seek civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Attorneys' Fees, Costs, Interest, and Penalties

Labor Code §§ 218.6, 226(e), 1194, 1194.2, and 2699, *et seq.*, give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, damages, liquidated damages, and penalties, including interest thereon, reasonable attorney's fees, and costs of suit.

Pursuant to Labor Code § 2699(m), Aggrieved Employees are entitled to collect 35% of the civil penalty assessment. Accordingly, TeamVision is liable for these items in addition to the

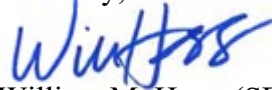
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unpaid wages. Mr. Greene has already incurred actual damages, costs, and attorney's fees and will continue to incur costs because of TeamVision's unlawful actions.

Conclusion

If the State of California intends to investigate the matters set forth herein, please notify our offices as soon as possible, as prompt administrative action will enable the unlawful identified practices to be rectified in a timely manner. If the State of California does not send notification of its intent to investigate the alleged violations set forth herein, then pursuant to Labor Code §§ 2698, *et seq.* (PAGA), Mr. Greene reserves the right to file a PAGA cause of action seeking all available damages, penalties, and remedies as well as attorneys' fees, interest, and costs against Employer, as permitted under the PAGA. Should the State of California require any additional information, please do not hesitate to contact the undersigned.

Sincerely,



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