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Amanda Toste
Clerk of the Superior Court
By: Norma CastanedaMarquez, Deputy

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Jeffrey D. Klein, Esq. (SBN 297296)
Jovahn Wiggins, Esq. (SBN 349903)
Tina Petrosian, Esq. (SBN 352752)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
jklein@lelawfirm.com
jwiggins@lelawfirm.com
tpetrosian@lelawfirm.com

ASSIGNED FOR ALL PURPOSES
Judge: Jamieson, Stephanie

Attorneys for Plaintiff JOVANI GAYTAN-PAEZ,
on behalf of himself and current and former aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MERCED

JOVANI GAYTAN-PAEZ, on behalf of himself
and current and former aggrieved employees

Case No.: 26CV-03081

PAGA ACTION

**PLAINTIFF JOVANI GAYTAN-
PAEZ’S COMPLAINT FOR:**

Plaintiff,

vs.

RAZZARI CDJR; RAZZARI NISSAN;
RAZZARI-DODGE, INC.; TIM RAZZARI
MOTORS, INC.; and DOES 1 to 100, inclusive,

Defendants.

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

COMES NOW Plaintiff JOVANI GAYTAN-PAEZ ("Plaintiff"), who alleges and
complains against Defendants RAZZARI CDJR; RAZZARI NISSAN; RAZZARI-DODGE, INC.;
TIM RAZZARI MOTORS, INC.; and DOES 1 to 100, inclusive (collectively "Defendants") as
follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, himself

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

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over the claims of Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks civil penalties on behalf of herself, all other current and former aggrieved California-based hourly non-exempt employees, and the State of California in excess of thirty-five thousand dollars (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees occurred in locations throughout California, including but not limited to Merced County, at 1605 Auto Center Dr Merced, CA 95340.

III. PARTIES

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

1 filed include current, former and/or future employees of Defendants who work, worked, or will work
2 for Defendants as direct employees as well as temporary employees employed through temp
3 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
4 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
5 Defendants in an hourly position at Defendants' location in Merced County from in or around April
6 of 2025 until on or about October 17, 2025.

7 4. Plaintiff is informed and believes and thereon alleges that Defendant RAZZARI
8 CDJR is authorized to do business within the State of California and is doing business in the State
9 of California and/or that Defendants DOES 1-20 are, and at all times relevant hereto were persons
10 acting on behalf of Defendant RAZZARI CDJR in the establishment of, or ratification of, the
11 aforementioned illegal wage and hour practices or policies. Defendant RAZZARI CDJR operates in
12 Merced County and employed Plaintiff and aggrieved employees in Merced County, including but
13 not limited to, at 1605 Auto Center Dr Merced, CA 95340.

14 5. Plaintiff is informed and believes and thereon alleges that Defendant RAZZARI
15 NISSAN is authorized to do business within the State of California and is doing business in the State
16 of California and/or that Defendants DOES 21-40 are, and at all times relevant hereto were persons
17 acting on behalf of Defendant RAZZARI NISSAN in the establishment of, or ratification of, the
18 aforementioned illegal wage and hour practices or policies. Defendant RAZZARI NISSAN operates
19 in Merced County and employed Plaintiff and aggrieved employees in Merced County, including
20 but not limited to, at 1605 Auto Center Dr Merced, CA 95340.

21 6. Plaintiff is informed and believes and thereon alleges that Defendant RAZZARI-
22 DODGE, INC. is authorized to do business within the State of California and is doing business in
23 the State of California and/or that Defendants DOES 41-60 are, and at all times relevant hereto were
24 persons acting on behalf of Defendant RAZZARI-DODGE, INC. in the establishment of, or
25 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
26 RAZZARI-DODGE, INC. operates in Merced County and employed Plaintiff and aggrieved
27 employees in Merced County, including but not limited to, at 1605 Auto Center Dr Merced, CA
28 95340.

1 7. Plaintiff is informed and believes and thereon alleges that Defendant TIM RAZZARI
2 MOTORS, INC. is authorized to do business within the State of California and is doing business in
3 the State of California and/or that Defendants DOES 61-80 are, and at all times relevant hereto were
4 persons acting on behalf of Defendant TIM RAZZARI MOTORS, INC. in the establishment of, or
5 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant TIM
6 RAZZARI MOTORS, INC. operates in Merced County and employed Plaintiff and aggrieved
7 employees in Merced County, including but not limited to, at 1605 Auto Center Dr Merced, CA
8 95340.

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

14 9. Plaintiff is informed and believes and thereon alleges that Defendants DOES 81
15 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
16 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
17 supervisor, independent contractor and/or employee of each defendant who violated or caused to be
18 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the
19 Industrial Welfare Commission's wage orders regulating hours and days of work.

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

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

FIRST CAUSE OF ACTION

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

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

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

13. During Plaintiff's employment and continuing through the present, Plaintiff alleges Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 246, 512, 1194, 1197, 2802, 6401.7, 6401.9, and the applicable Wage Orders.

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

15. **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.

16. 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.

17. 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) Failing to separately compensate Plaintiff and other current and former aggrieved California-based hourly non-exempt employees who were compensated on a piece rate basis for

1 non-productive time, rest breaks, and while remaining on-duty while off-the-clock during meal
2 breaks at least at the minimum wage rate.

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

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

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

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

22 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
23 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
24 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
25 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
26 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a
workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
employee.

27 Labor Code section 510.

28 22. In this case, Defendants failed to pay Plaintiff and other current and former aggrieved

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

3 (a) Failing to separately compensate Plaintiff and other current and former aggrieved
4 California-based hourly non-exempt employees who were compensated on a piece rate basis for
5 non-productive time, rest breaks, and while remaining on-duty while off-the-clock during meal
6 breaks at least at the minimum wage rate.

7 23. Employee is further informed and believes, and based thereon alleges, that
8 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.
9 Defendant would further be liable for civil penalties pursuant to Labor Code section
10 2699(f)(2)(B)(ii).

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

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

24 26. California law requires an employer to authorize or permit an employee an
25 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
26 all duties and the employer relinquishes control over the employee's activities prior to the
27 employee's sixth hour of work. Labor Code sections 226.7, 512, and 1198; Wage Order 7 at §11;
28 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ

1 an employee for a work period of more than ten (10) hours per day without providing the employee
2 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
3 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
4 shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal
5 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
6 of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

7 27. If an employer fails to provide an employee a meal period in accordance with the
8 law, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay
9 for each workday that a legally required and compliant meal period was not provided. Labor Code
10 sections 226.7 and 1198; Wage Order 7 at §11.

11 28. In this case, Defendants failed to authorize or permit legally required and compliant
12 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
13 exempt employees due to Defendants’ policies, practices, and/or procedures, including but not
14 limited to:

15 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
16 hourly non-exempt employees timely, uninterrupted, duty-free meal periods of at least 30 minutes
17 for every five hours worked due to missed, late, short and/or on-duty meal periods, as a result of
18 Employers’ requirement that Plaintiff and other current and former aggrieved California-based
19 hourly non-exempt employees remain on-duty and ready to service customers at all times during
20 their shift including during meal breaks; and/or

21 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
22 non-exempt employees to remain on-duty during their off-the-clock meal periods because Plaintiff
23 and other current and former aggrieved California-based hourly non-exempt employees were
24 required to always keep their personal cell phones on them during their shift to monitor and respond
25 to calls, including during their off-the-clock meal periods.

26 29. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
27 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
28 hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each workday that

1 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees did
2 not receive legally required and compliant meal periods, in violation of Labor Code section 226.7.

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

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

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

14 33. California law requires every employer to authorize and permit an employee a rest
15 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
16 section 226.7; Wage Order 7 at §12. Under California law, "[e]mployees are entitled to 10 minutes'
17 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
18 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker*
19 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7;
20 Wage Order 7 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.
21 Wage Order 7 at §12. Additionally, the rest period requirement "“obligates employers to permit –
22 and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*
23 (2016) 2 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
24 duties and relinquish control over how employees spend their time. *Id.*

25 34. If the employer fails to authorize or permit a required rest period, the employer must
26 pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the
27 employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage
28 Order 7 at § 12.

1 35. In this case, Defendants failed to authorize or permit all legally required and
2 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
3 non-exempt employees due to Defendants' policies, practices, and/or procedures including, but not
4 limited to:

5 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
6 hourly non-exempt employees a rest period of ten (10) net minutes for every four (4) hours worked
7 or major fraction thereof due to missed, late, short and/or on-duty rest periods, as a result of
8 Employer requirement that Plaintiff and other current and former aggrieved California-based hourly
9 non-exempt employees remain on-duty and ready to service customers at all times during their shift
10 including during rest breaks to always service customers.; and/or

11 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
12 non-exempt employees to remain on-duty during their rest periods because Plaintiff and other
13 current and former aggrieved California-based hourly non-exempt employees were required to keep
14 their personal cell phones on them at all times always keep their personal cell phones on them during
15 their shift to monitor and respond to calls, including during rest periods.

16 36. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
17 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
18 hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday
19 they did not receive legally required and compliant rest periods, in violation of Labor Code section
20 226.7.

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

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

28 **39. Failure to Indemnify for Losses and Expenditures Incurred as Part of**

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

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

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

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

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

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

22 44. **Failure to provide sick pay wages:** Defendants had a policy and/or procedure where
23 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
24 accrued paid sick time.

25 45. Labor Code section 246, subdivision (a), states in relevant part "[a]n employee
26 who...works in California for the same employer for 30 or more days within a year from the
27 commencement of employment is entitled to paid sick days." Additionally, an employee accrues
28 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked, beginning

1 at the commencement of employment. Labor Code section 246(b).

2 46. Here, Plaintiff and other current and former aggrieved California-based hourly non-
3 exempt employees were employed by Defendants for 30 or more days and were entitled to paid sick
4 days. Defendants, however, lacked a policy, practice, and/or procedure whereby Plaintiffs and other
5 current and former aggrieved California-based hourly non-exempt employees who were employed
6 by Defendants for 30 days or more could accrue paid sick days at the rate of no-less-than one (1)
7 hour per every thirty (30) hours worked, beginning at the commencement of employment as required
8 by Labor Code section 246(b).

9 47. In this case, Plaintiff alleges that when he and other current and former aggrieved
10 California-based hourly non-exempt employees elected to use paid sick time, Defendants failed to
11 pay them sick time wages at the proper sick time rate of pay due to Defendants' failure to include
12 all remuneration when calculating the sick time rate of pay. Specifically, Defendants maintained a
13 policy, practice, and/or procedure of failing to include all remuneration including but not limited to
14 commissions for example, when calculating Plaintiff and other current and former aggrieved
15 California-based hourly non-exempt employees' regular rate of pay for the purpose of paying sick
16 time.

17 48. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants
18 failing to provide Plaintiff and other current and former aggrieved California-based hourly non-
19 exempt employees' paid sick days, in violation of Labor Code section 246.

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

23 50. **Failure to timely pay earned wages during employment:** In California, wages
24 must be paid at least twice during each calendar month on days designated in advance by the
25 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages earned
26 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
27 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
28 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18 62. Plaintiff believes these failures were willful and intentional.

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

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

26 65. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
27 section 2699.3. On March 17, 2026, Plaintiff filed a PAGA Claim Notice with the LWDA and
28 provided notice to Defendants by certified mail which provided notice of the specific provisions of

1 the Labor Code alleged to have been violated, including the facts and theories to support the
2 violations alleged.

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

8 67. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
9 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
10 246, 510, 512, 1194, 6401.7 and 6401.9: During Plaintiff's employment and continuing through the
11 present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in
12 the following amounts:

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

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

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

25 d. For violations of Labor Code section 204, one hundred dollars (\$100) for
26 each failure to pay each employee in any initial violation, and for each subsequent violation, or any
27 willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee,
28 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code

section 210].

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

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

PRAYER FOR RELIEF

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

ON THE FIRST CAUSE OF ACTION:

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

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

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

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

Dated: May 22, 2026

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By:



Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Jeffrey D. Klein, Esq.
Jovahn Wiggins, Esq.
Tina Petrosian, Esq.
Attorneys for Plaintiff
JOVANI GAYTAN-PAEZ,
on behalf of himself and current and former
aggrieved employees