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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 LOS ANGELES**

SONIA C. PEREZ, on behalf of herself and
current and former aggrieved employees

Plaintiff,

vs.

SBARRO LLC; and DOES 1 to 100, inclusive,
Defendants.

Case No.: **26STCV18889**

PAGA ACTION

**PLAINTIFF SONIA C. PEREZ'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff SONIA C. PEREZ ("Plaintiff"), who alleges and complains against
Defendants SBARRO LLC; 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
Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all hours

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

13 **II. JURISDICTION AND VENUE**

14 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
15 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
16 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
17 non-exempt employees, and the State of California in excess of thirty-five thousand dollars
18 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-
19 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
20 aggrieved California-based hourly non-exempt employees occurred in locations throughout
21 California, including but not limited to Los Angeles County, at 127 Los Cerritos Center, Cerritos,
22 CA 90701.

23 **III. PARTIES**

24 3. Plaintiff brings this action as a representative of the Labor and Workforce
25 Development Agency on behalf of herself and other current and former employees subject to
26 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
27 filed include current, former and/or future employees of Defendants who work, worked, or will work
28 for Defendants as direct employees as well as temporary employees employed through temp

1 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
2 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
3 Defendants in an hourly position at Defendants' location in Los Angeles from in or around June
4 2024, until on or about October 16, 2025.

5 4. Plaintiff is informed and believes and thereon alleges that Defendant SBARRO LLC
6 is authorized to do business within the State of California and is doing business in the State of
7 California and/or that Defendants DOES 1-50 are, and at all times relevant hereto were persons
8 acting on behalf of Defendant SBARRO LLC in the establishment of, or ratification of, the
9 aforementioned illegal wage and hour practices or policies. Defendant SBARRO LLC operates in
10 Los Angeles County and employed Plaintiff and aggrieved employees in Los Angeles County,
11 including but not limited to, at 127 Los Cerritos Center, Cerritos, CA 90701.

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

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

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

8. Plaintiff makes the allegations in this complaint without any admission that, as to any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff 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)**

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

10. During Plaintiff's employment and continuing through the present, Plaintiff alleges Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1197, 1198.5, 2802, 6401.7, 6401.9, and the applicable Wage Orders.

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

12. **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.

13. 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.

14. 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

1 to:

2 (a) Sometimes requiring Plaintiff and other current and former aggrieved California-
3 based hourly non-exempt employees to continue working after clocking out for the end of their shift,
4 including but limited to cleaning pans, organizing materials, and locking up the store, without being
5 paid for this time.

6 (b) Sometimes requiring Plaintiff and other current and former aggrieved California-
7 based hourly non-exempt employees to clock out for their meal periods and continue to work
8 through their off-the-clock meal periods.

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

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

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

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

28 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours

1 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
2 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
3 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
4 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
5 for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a
6 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
7 employee.

8 Labor Code section 510.

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

12 (a) Sometimes requiring Plaintiff and other current and former aggrieved California-
13 based hourly non-exempt employees to continue working after clocking out for the end of their shift,
14 including but limited to cleaning pans, organizing materials, and locking up the store, without being
15 paid for this time.

16 (b) Sometimes requiring Plaintiff and other current and former aggrieved California-
17 based hourly non-exempt employees to clock out for their meal periods and continue to work
18 through their off-the-clock meal periods.

19 20. Employee is further informed and believes, and based thereon alleges, that
20 Employer's conduct above that gave rise to such violations was 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 21. The foregoing policies, practices, and/or procedures resulted in time during each
24 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
25 employees were under the control of Defendants but were not compensated. To the extent that the
26 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
27 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
28 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
sections 510, 1194 and 1198, and the applicable Wage Order.

22. **Failure to pay wages to hourly non-exempt employees for workdays that**

1 **Defendants failed to provide legally required and compliant meal periods and/or failure to**
2 **pay period premium wages:** Plaintiff and other current and former aggrieved California-based
3 hourly non-exempt employees regularly worked shifts of more than five (5) hours in length and
4 shifts of more than ten (10) hours in length.

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

16 24. If an employer fails to provide an employee a meal period in accordance with the
17 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
18 for each workday that a legally required and compliant meal period was not provided. Labor Code
19 sections 226.7 and 1198; Wage Order 5 at §11.

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

24 (a) Sometimes requiring Plaintiff and other current and former aggrieved California-
25 based hourly non-exempt employees to clock out for their meal periods and continue to work
26 through their off-the-clock meal periods.

27 (b) Sometimes failing to provide Plaintiff and other current and former aggrieved
28 California-based hourly non-exempt employees with timely, uninterrupted, duty-free meal periods

1 of at least 30 minutes for every five hours worked, due to late meal periods beyond the fifth (5) hour
2 of work.

3 (c) Sometimes failing to provide Plaintiff and other current and former aggrieved
4 California-based hourly non-exempt employees with a second uninterrupted duty-free meal period
5 of no less than thirty (30) minutes for each workday that Plaintiff and other current and former
6 aggrieved California-based hourly non-exempt employees work shifts over ten (10) hours.

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

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

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

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

23 30. California law requires every employer to authorize and permit an employee a rest
24 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
25 section 226.7; Wage Order 5 at §12. Under California law, "[e]mployees are entitled to 10 minutes'
26 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
27 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker*
28 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7;

1 Wage Order 5 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.
2 Wage Order 5 at §12. Additionally, the rest period requirement ““obligates employers to permit –
3 and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*
4 (2016) 2 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
5 duties and relinquish control over how employees spend their time. *Id.*

6 31. If the employer fails to authorize or permit a required rest period, the employer must
7 pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the
8 employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage
9 Order 5 at § 12.

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

14 (a) Sometimes failing to provide Plaintiff and other current and former aggrieved
15 California-based hourly non-exempt employees with net ten (10) minute rest breaks for every four
16 (4) hours worked or major fraction thereof.

17 (b) Sometimes failing to provide Plaintiff and other current and former aggrieved
18 California-based hourly non-exempt employees with a third uninterrupted duty-free rest period of
19 no less than ten (10) net minutes on each workday that Plaintiff and other current and former
20 aggrieved California-based hourly non-exempt employees work shifts over ten (10) hours.

21 33. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
22 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
23 hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday
24 they did not receive legally required and compliant rest periods, in violation of Labor Code section
25 226.7.

26 34. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff and
27 other current and former aggrieved California-based hourly non-exempt employees not receiving
28 wages to compensate them for workdays in which Defendants did not provide them with rest periods

1 in compliance with California law.

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

5 36. **Failure to produce requested employment records:** An employer must afford
6 current and former employees the right to inspect or receive a copy of records pertaining to their
7 employment, upon reasonable request to the employer. Labor Code section 226(b). An employer
8 who receives a request to inspect or receive a copy of records pertaining to a current or former
9 employee must comply with the request as soon as practicable, but no later than twenty-one (21)
10 calendar days from the date of the request. Labor Code section 226(c). Additionally, every current
11 and former employee, or his or her representative, has the right to inspect and receive a copy of the
12 personnel records that the employer maintains relating to the employee's performance or to any
13 grievance concerning the employee. Labor Code section 1198.5(a). Upon written request from a
14 current or former employee or his or her representative, an employer must make the contents of
15 those personnel records available for inspection or provide a copy of the personnel records to the
16 current or former employee, or his or her representative, not later than thirty (30) calendar days from
17 the date the employer receives the written request, subject to some limited exceptions. Labor Code
18 §1198.5(b)(1). Failure to comply with these requests allows for a civil penalty seven hundred fifty
19 dollars (\$750), pursuant to Labor Code sections 1198.5(k) and 226(f).

20 37. On January 27, 2026, Plaintiff sent a written request through her counsel to
21 Defendants for her payroll records, timecards, and personnel records pursuant to Labor Code
22 sections 226 and 1198.5. However, Defendants failed to timely produce the requested employment
23 records, in violation of Labor Code sections 226 and 1198.5. Defendants have not produced any of
24 the requested employment records as of the date of this Complaint.

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

28 39. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.

1 Employer would further be liable for civil penalties pursuant to Labor Code section
2 2699(f)(2)(B)(ii).

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

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

12 (a) Cell phone usage and uniforms for work-related purposes - without reimbursing
13 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees for
14 such use.

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

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

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

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

1 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
2 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll
3 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
4 calendar days following the close of the payroll period in which wages were earned. Labor Code
5 section 204(d).

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

13 47. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
14 Defendant would further be liable for civil penalties pursuant to Labor Code section
15 2699(f)(2)(B)(ii).

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

25 49. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
26 Defendant would further be liable for civil penalties pursuant to Labor Code section
27 2699(f)(2)(B)(ii).

28 50. **Failure to Establish, Implement, and Maintain a Workplace Violence and**

1 **Injury Prevention Program in Compliance with Labor Code Sections 6401.7 and 6401.9:**

2 California Labor Code Section 6401.7 requires every employer to establish, implement, and
3 maintain an effective injury prevention program. California Labor Code Section 6401.9 requires
4 California employers to adopt a comprehensive Workplace Violence Prevention Plan (WVPP), train
5 employees on workplace violence, log safety incidents, and conduct periodic inspections to evaluate
6 workplace violence hazards.

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

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

1 52. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
2 and other current and former aggrieved California-based hourly non-exempt employees all wages
3 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period
4 premium wages) rendered Plaintiff's and other current and former aggrieved California-based
5 hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code section
6 226(a)(1, 2, 5 & 9).

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

8 54. Plaintiff also believes these failures were 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 55. **Failure to pay employees all wages due at time of termination/resignation:** An
12 employer is required to pay all unpaid wages timely after an employee's employment ends. The
13 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
14 hours of resignation (Labor Code section 202).

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

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

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

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

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

1 section 2699.3. On April 7, 2026, Plaintiff filed a PAGA Claim Notice with the LWDA and provided
2 notice to Defendants by certified mail which provided notice of the specific provisions of the Labor
3 Code alleged to have been violated, including the facts and theories to support the violations alleged.

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

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

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

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

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

26 d. For violations of Labor Code section 204, one hundred dollars (\$100) for
27 each failure to pay each employee in any initial violation, and for each subsequent violation, or any
28 willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee,

1 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code
2 section 210].

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

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

10 **PRAYER FOR RELIEF**

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

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

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

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

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

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

23 Dated: June 12, 2026

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

24
25 By:



Joseph Lavi, Esq.
Jovahn Wiggins, Esq.
Cathryn Howell, Esq.
Attorneys for Plaintiff
SONIA C. PEREZ
on behalf of herself and current and former aggrieved
employees