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9 Attorneys for Plaintiff LEIDY SOLORZANO TESHE,
10 on behalf of herself and current and former aggrieved employees

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

13
14 LEIDY SOLORZANO TESHE, on behalf of
15 herself and current and former aggrieved
16 employees

17 Plaintiff,

18 vs.

19 KINGDOM ANIMALIA, LLC dba
20 HOURGLASS COSMETICS; FAIRWAY
21 STAFFING SERVICES; and DOES 1 to 100,
22 inclusive,

23 Defendants.

Case No.: 26STCV18482

PAGA ACTION

**PLAINTIFF LEIDY SOLORZANO
TESHE'S COMPLAINT FOR:**

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

24 **COMES NOW** Plaintiff LEIDY SOLORZANO TESHE ("Plaintiff"), who alleges and
25 complains against Defendants KINGDOM ANIMALIA, LLC dba HOURGLASS COSMETICS;
26 FAIRWAY STAFFING SERVICES; and DOES 1 to 100, inclusive (collectively "Defendants") as
27 follows:

28 **I. INTRODUCTION**

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

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

14 **II. JURISDICTION AND VENUE**

15 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
16 former aggrieved California-based hourly non-exempt employees because Plaintiff’s lawsuit seeks
17 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
18 non-exempt employees, and the State of California in excess of thirty-five thousand dollars
19 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-
20 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
21 aggrieved California-based hourly non-exempt employees occurred in locations throughout
22 California, including but not limited to Los Angeles County, at 17110 Main Street, Gardena, CA
23 90248.

24 **III. PARTIES**

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

1 for Defendants as direct employees as well as temporary employees employed through temp
2 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
3 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
4 Defendants in an hourly position at Defendants' location in Los Angeles from in or around July
5 2023, until on or about September 15, 2025.

6 4. Plaintiff is informed and believes and thereon alleges that Defendant KINGDOM
7 ANIMALIA, LLC dba HOURGLASS COSMETICS is authorized to do business within the State
8 of California and is doing business in the State of California and/or that Defendants DOES 1-25 are,
9 and at all times relevant hereto were persons acting on behalf of Defendant KINGDOM
10 ANIMALIA, LLC dba HOURGLASS COSMETICS in the establishment of, or ratification of, the
11 aforementioned illegal wage and hour practices or policies. Defendant KINGDOM ANIMALIA,
12 LLC dba HOURGLASS COSMETICS operates in Los Angeles County and employed Plaintiff and
13 aggrieved employees in Los Angeles County, including but not limited to, at 17110 Main Street,
14 Gardena, CA 90248.

15 5. Plaintiff is informed and believes and thereon alleges that Defendant FAIRWAY
16 STAFFING SERVICES is authorized to do business within the State of California and is doing
17 business in the State of California and/or that Defendants DOES 26-50 are, and at all times relevant
18 hereto were persons acting on behalf of Defendant FAIRWAY STAFFING SERVICES in the
19 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
20 Defendant FAIRWAY STAFFING SERVICES operates in Los Angeles County and employed
21 Plaintiff and aggrieved employees in Los Angeles County, including but not limited to, at 17110
22 Main Street, Gardena, CA 90248.

23 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
24 through 33 are corporations, or are other business entities or organizations of a nature unknown to
25 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
26 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and working
27 conditions of employment of Plaintiff and aggrieved employees.

28 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 36

1 through 66 are individuals unknown to Plaintiff. Each of the individual defendants is sued
2 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
3 supervisor, independent contractor and/or employee of each defendant who violated or caused to be
4 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the
5 Industrial Welfare Commission's wage orders regulating hours and days of work.

6 8. Plaintiff is unaware of the true names of Defendants DOES 67 through 100. Plaintiff
7 sues said defendants by said fictitious names, and will amend this complaint when the true names
8 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
9 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
10 named defendants is in some manner responsible for the events and allegations set forth in this
11 complaint.

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

15 **FIRST CAUSE OF ACTION**

16 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
17 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

21 11. During Plaintiff's employment and continuing through the present, Plaintiff alleges
22 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1197,
23 6401.7, 6401.9, and the applicable Wage Orders.

24 12. Specifically, Defendants have committed the following violations of California
25 Labor Code:

26 13. **Failure to pay wages for all hours worked at the legal minimum wage:**
27 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
28 employees. In California, an employer is required to pay hourly employees for all "hours worked,"

1 which includes all time that an employee is under control of the employer and all time the employee
2 is suffered and permitted to work. This includes the time an employee spends, either directly or
3 indirectly, performing services which inure to the benefit of the employer.

4 14. Labor Code sections 1194 and 1197 require an employer to compensate employees
5 for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the
6 Wage Orders.

7 15. In this case, Plaintiff and other current and former aggrieved California-based hourly
8 non-exempt employees worked more minutes per shift than Defendants credited them with having
9 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved
10 California-based hourly non-exempt employees all wages at the applicable minimum wage for all
11 hours worked due to Defendants’ policies, practices, and/or procedures including, but not limited
12 to:

13 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
14 non-exempt employees to remain on-duty during their off-the-clock meal periods due to
15 Defendant’s requirement that Plaintiff and other current and former aggrieved California-based
16 hourly non-exempt employees were to wash their hands during their off-the-meal periods prior to
17 clocking back in from their meal periods and returning to work.

18 16. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
19 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants’
20 control without paying wages for that time. This resulted in Plaintiff and other current and former
21 aggrieved California-based hourly non-exempt employees working time for which they were not
22 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
23 Wage Order.

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

27 18. **Failure to pay wages for overtime hours worked at the overtime rate of pay**
28 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of

1 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer
2 is required to pay hourly employees for all “hours worked,” which includes all time that an employee
3 is under control of the employer and all time the employee is suffered and permitted to work. This
4 includes the time an employee spends, either directly or indirectly, performing services that inure to
5 the benefit of the employer.’

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

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

17 Labor Code section 510.

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

21 (a) 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 due to
23 Defendant’s requirement that Plaintiff and other current and former aggrieved California-based
24 hourly non-exempt employees were to wash their hands during their off-the-meal periods prior to
25 clocking back in from their meal periods and returning to work.

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

29 22. The foregoing policies, practices, and/or procedures resulted in time during each
30 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt

1 employees were under the control of Defendants but were not compensated. To the extent that the
2 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
3 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
4 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
5 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
6 sections 510, 1194 and 1198, and the applicable Wage Order.

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

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

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

27 26. In this case, Defendants failed to authorize or permit legally required and compliant
28 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-

1 exempt employees due to Defendants' policies, practices, and/or procedures, including but not
2 limited to:

3 (a) Failing to provide Plaintiff and other current and former aggrieved California based
4 hourly non-exempt employees timely, uninterrupted, duty-free meal periods of at least 30 minutes
5 for every five hours worked as a result of short and/or on-duty meal periods, due to Defendant's
6 requirement that Plaintiff and other current and former aggrieved California-based hourly non-
7 exempt employees wash their hands during their off-the-clock meal periods prior to clocking back
8 in from their meal periods and returning to work.

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

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

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

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

25 31. California law requires every employer to authorize and permit an employee a rest
26 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
27 section 226.7; Wage Order 1 at §12. Under California law, "[e]mployees are entitled to 10 minutes'
28 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six

1 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker*
2 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7;
3 Wage Order 1 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.
4 Wage Order 1 at §12. Additionally, the rest period requirement ““obligates employers to permit –
5 and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*
6 (2016) 2 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
7 duties and relinquish control over how employees spend their time. *Id.*

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

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

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

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

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

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

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

19 38. On December 30, 2026, Plaintiff sent a written request through her counsel to
20 Defendants for her payroll records, timecards, and personnel records pursuant to Labor Code
21 sections 226 and 1198.5. However, Defendants failed to timely produce the requested employment
22 records, in violation of Labor Code sections 226 and 1198.5. Defendants have not produced any of
23 the requested employment records as of the date of this Complaint.

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

27 40. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
28 Employer would further be liable for civil penalties pursuant to Labor Code section

1 2699(f)(2)(B)(ii).

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

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

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

21 44. **Secret payment of lower wages than designated by statute:** Labor Code section
22 223 provides that, where any statute or contract requires an employer to maintain the designated
23 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
24 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
25 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
26 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
27 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
28 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while

1 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

2 45. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
3 Defendant would further be liable for civil penalties pursuant to Labor Code section
4 2699(f)(2)(B)(ii).

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

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

21 47. **Failure to provide complete and accurate wage statements:** Labor Code section
22 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee
23 his or her wages, the employer must "furnish each of his or her employees ... an itemized statement
24 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any
25 employee whose compensation is solely based on a salary and who is exempt from payment of
26 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
27 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee
28 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders

1 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
2 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her
3 social security number, (8) the name and address of the legal entity that is the employer, and (9) all
4 applicable hourly rates in effect during the pay period and the corresponding number of hours
5 worked at each hourly rate by the employee.”

6 48. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
7 and other current and former aggrieved California-based hourly non-exempt employees all wages
8 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period
9 premium wages) rendered Plaintiff’s and other current and former aggrieved California-based
10 hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code section
11 226(a)(1, 2, 5 & 9).

12 49. Plaintiff believes these failures were willful and intentional.

13 50. 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 51. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee,
17 on behalf of himself or herself and other current or former employees, to bring a civil action to
18 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code
19 section 2699.3.

20 52. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
21 section 2699.3. On April 2, 2026, Plaintiff filed a PAGA Claim Notice with the LWDA and provided
22 notice to Defendants by certified mail which provided notice of the specific provisions of the Labor
23 Code alleged to have been violated, including the facts and theories to support the violations alleged.

24 53. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
25 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
26 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
27 parties notice within 60 days of the date of Plaintiff’s PAGA Claim Notice that the LWDA intends
28 to investigate Plaintiff’s claims.

1 54. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
2 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
3 510, 512, 1194, 6401.7 and 6401.9: During Plaintiff's employment and continuing through the
4 present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in
5 the following amounts:

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

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

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

18 d. For violations of Labor Code section 204, one hundred dollars (\$100) for
19 each failure to pay each employee in any initial violation, and for each subsequent violation, or any
20 willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee,
21 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code
22 section 210].

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

28 55. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of

reasonable attorneys' fees and costs in connection with her claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, ON BEHALF OF HERSELF 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: June 10, 2026

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By:



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LEIDY SOLORZANO TESHE,
on behalf of herself and current and former aggrieved employees