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Superior Court of California,
County of Alameda

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Attorneys for Plaintiff ANTHONY FIELDS,
on behalf of himself and current and former aggrieved employees

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

ANTHONY FIELDS, on behalf of himself and
current and former aggrieved employees

Plaintiff,

vs.

PONY.AI, INC.; HIREART INC.; HA
TRANSPORTATION SERVICES, LLC; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: **26CV202833**

PAGA ACTION

**PLAINTIFF ANTHONY FIELDS'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff ANTHONY FIELDS ("Plaintiff"), who alleges and complains
against Defendants PONY.AI, INC.; HIREART INC.; HA TRANSPORTATION SERVICES,
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, 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

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

12 **II. JURISDICTION AND VENUE**

13 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
14 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
15 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
16 non-exempt employees, and the State of California in excess of thirty-five thousand dollars
17 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-
18 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
19 aggrieved California-based hourly non-exempt employees occurred in locations throughout
20 California, including but not limited to Alameda County, at 3501 Gateway Blvd., Fremont, CA
21 94538.

22 **III. PARTIES**

23 3. Plaintiff brings this action as a representative of the Labor and Workforce
24 Development Agency on behalf of himself and other current and former employees subject to
25 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
26 filed include current, former and/or future employees of Defendants who work, worked, or will work
27 for Defendants as direct employees as well as temporary employees employed through temp
28 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently

1 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
2 Defendants in an hourly position at Defendants' location in Alameda from in or around August
3 2025, until on or around February 6, 2026.

4 4. Plaintiff is informed and believes and thereon alleges that Defendant PONY.AI, INC.
5 is authorized to do business within the State of California and is doing business in the State of
6 California and/or that Defendants DOES 1-24 are, and at all times relevant hereto were persons
7 acting on behalf of Defendant PONY.AI, INC. in the establishment of, or ratification of, the
8 aforementioned illegal wage and hour practices or policies. Defendant PONY.AI, INC. operates in
9 Alameda County and employed Plaintiff and aggrieved employees in Alameda County, including
10 but not limited to, at 3501 Gateway Blvd., Fremont, CA 94538.

11 5. Plaintiff is informed and believes and thereon alleges that Defendant HIREART INC.
12 is authorized to do business within the State of California and is doing business in the State of
13 California and/or that Defendants DOES 25-49 are, and at all times relevant hereto were persons
14 acting on behalf of Defendant HIREART INC. in the establishment of, or ratification of, the
15 aforementioned illegal wage and hour practices or policies. Defendant HIREART INC. operates in
16 Alameda County and employed Plaintiff and aggrieved employees in Alameda County, including
17 but not limited to, at 3501 Gateway Blvd., Fremont, CA 94538.

18 6. Plaintiff is informed and believes and thereon alleges that Defendant HA
19 TRANSPORTATION SERVICES, LLC is authorized to do business within the State of California
20 and is doing business in the State of California and/or that Defendants DOES 50-74 are, and at all
21 times relevant hereto were persons acting on behalf of Defendant HA TRANSPORTATION
22 SERVICES, LLC in the establishment of, or ratification of, the aforementioned illegal wage and
23 hour practices or policies. Defendant HA TRANSPORTATION SERVICES, LLC operates in
24 Alameda County and employed Plaintiff and aggrieved employees in Alameda County, including
25 but not limited to, at 3501 Gateway Blvd., Fremont, CA 94538.

26 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
27 through 74 are corporations, or are other business entities or organizations of a nature unknown to
28 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted

1 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and working
2 conditions of employment of Plaintiff and aggrieved employees.

3 8. Plaintiff is informed and believes and thereon alleges that Defendants DOES 75
4 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
5 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
6 supervisor, independent contractor and/or employee of each defendant who violated or caused to be
7 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the
8 Industrial Welfare Commission's wage orders regulating hours and days of work.

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

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

18 **FIRST CAUSE OF ACTION**

19 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
20 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

24 12. During Plaintiff's employment and continuing through the present, Plaintiff alleges
25 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 1194, 1197,
26 2802, 6401.7, 6401.9, and the applicable Wage Orders.

27 13. Specifically, Defendants have committed the following violations of California
28 Labor Code:

1 14. **Failure to pay wages for all hours worked at the legal minimum wage:**
2 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
3 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
4 which includes all time that an employee is under control of the employer and all time the employee
5 is suffered and permitted to work. This includes the time an employee spends, either directly or
6 indirectly, performing services which inure to the benefit of the employer.

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

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

16 (a) Sometimes Defendants paid Plaintiff and other current and former aggrieved
17 California-based hourly non-exempt employees based on their scheduled hours rather than the actual
18 hours that they worked despite that Plaintiff and other current and former aggrieved California-
19 based hourly non-exempt employees routinely worked beyond their scheduled hours.

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

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

1 19. **Failure to pay wages for overtime hours worked at the overtime rate of pay**
2 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of
3 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer
4 is required to pay hourly employees for all “hours worked,” which includes all time that an employee
5 is under control of the employer and all time the employee is suffered and permitted to work. This
6 includes the time an employee spends, either directly or indirectly, performing services that inure to
7 the benefit of the employer.’

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

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

19 Labor Code section 510.

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

23 (a) Sometimes Defendants paid Plaintiff and other current and former aggrieved
24 California-based hourly non-exempt employees based on their scheduled hours rather than the actual
25 hours that they worked despite that Plaintiff and other current and former aggrieved California-
26 based hourly non-exempt employees routinely worked beyond their scheduled hours.

27 22. Employee is further informed and believes, and based thereon alleges, that
28 Employer’s conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.
29 Defendant would further be liable for civil penalties pursuant to Labor Code section
30 2699(f)(2)(B)(ii).

31 23. The foregoing policies, practices, and/or procedures resulted in time during each

workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt employees were under the control of Defendants but were not compensated. To the extent that the foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved California-based hourly non-exempt employees worked more than eight (8) hours in a workday, 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, 1198, and the applicable Wage Order.

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

25. California law requires every employer to authorize and permit an employee a rest period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code section 226.7; Wage Order 9 at §12. Under California law, “[e]mployees are entitled to 10 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7; Wage Order 9 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period. Wage Order 9 at §12. Additionally, the rest period requirement ““obligates employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

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

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

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

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

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

10 28. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
11 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
12 hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday
13 they did not receive legally required and compliant rest periods, in violation of Labor Code section
14 226.7.

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

19 30. 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 31. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**
23 **Employment:** California law requires that every employer must indemnify its employees for all
24 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at the
25 obedience of the directions of the employer. Moreover, an employer is prohibited from passing the
26 ordinary business expenses and losses of the employer onto the employee. (Lab. Code, § 2802.)

27 32. Defendants have violated Labor Code Section 2802 by failing to indemnify Plaintiff
28 and other current and former aggrieved California-based non-exempt hourly employees' necessary

1 expenditures they incurred in the discharge of their duties. Specifically, Defendants employed
2 policies, practices, and/or procedures included, but not limited to:

3 (a) Sometimes requiring Plaintiff and other current and former aggrieved California-
4 based hourly non-exempt employees the use of their personal cell phone (including both telephone
5 use and cellular data use) for work-related purposes - without reimbursing Plaintiff and other current
6 and former aggrieved California-based hourly non-exempt employees for such use.

7 33. Moreover, Defendants employed policies and procedures which ensured Plaintiff and
8 aggrieved employees would not receive indemnification for their employment related expenses.
9 This practice resulted in Plaintiff and aggrieved employees not receiving such indemnification in
10 compliance with California law.

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

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

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

26 37. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
27 timely pay Plaintiff's and other current and former aggrieved California-based hourly non-exempt
28 employees' earned wages (including minimum wages, overtime wages, and/or rest period premium

wages), in violation of Labor Code section 204. Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees' their earned wages within the applicable time frames outlined in Labor Code section 204.

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

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

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

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

Plaintiff alleges that Defendant did not comply with Defendant's responsibilities and duties under Labor Code sections 6401.7 and 6401.9. Plaintiff is informed and believes and thereon alleges

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

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

21 **43.** As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
22 and other current and former aggrieved California-based hourly non-exempt employees all wages
23 earned (including minimum wages, overtime wages, and/or rest period premium wages) rendered
24 Plaintiff’s and other current and former aggrieved California-based hourly non-exempt employees’
25 wage statements inaccurate, in violation of Labor Code section 226(a)(1, 2, 5 & 9).

26 **44.** Plaintiff believes these failures were willful and intentional.

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

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

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

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

11 48. Plaintiff believes these failures were willful and intentional.

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

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

19 51. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
20 section 2699.3. On May 27, 2026, Plaintiff filed a PAGA Claim Notice with the LWDA and
21 provided notice to Defendants by certified mail which provided notice of the specific provisions of
22 the Labor Code alleged to have been violated, including the facts and theories to support the
23 violations alleged.

24 52. 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 53. 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, 1194, 6401.7 and 6401.9: During Plaintiff's employment and continuing through the present,
4 preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the
5 following amounts:

6 a. For violations of Labor Code sections 201, 202, 203, 226(a), 226.7, and 2802;
7 one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
8 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
9 violation [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, 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 54. 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: August 3, 2026

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By:



Joseph Lavi, Esq.
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on behalf of himself and current and former
aggrieved employees