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Attorneys for Plaintiff DAMIEN M. VALENTINE,
on behalf of himself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

DAMIEN M. VALENTINE, on behalf of himself
and current and former aggrieved employees

Plaintiff,

vs.

MANAGED MOBILE, INC.; EPIKA FLEET
SERVICES, LLC; and DOES 1 to 100, inclusive,

Defendants.

Case No.: CIVRS2606869

PAGA ACTION

**PLAINTIFF DAMIEN M.
VALENTINE'S COMPLAINT FOR:**

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

COMES NOW Plaintiff DAMIEN M. VALENTINE ("Plaintiff"), who alleges and
complains against Defendants MANAGED MOBILE, INC.; EPIKA FLEET 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

Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages; failure to timely pay earned wages during employment; secret payment of lower wages than designated by statute; failure to establish, implement, and maintain a Workplace Violence and Injury Prevention Program; failure to provide complete and accurate wage statements; and failure to timely pay all earned wages and final wages due at time of separation of employment. Plaintiff experienced these violations personally, as well as is informed and believes other aggrieved employees did as well. Plaintiff seeks on a representative basis, following notice to the Labor and Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over the claims of Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks civil penalties on behalf of himself, all other current and former aggrieved California-based hourly non-exempt employees, and the State of California in excess of thirty-five thousand dollars (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees occurred in locations throughout California, including but not limited to San Bernardino County, at 5990 Freedom Drive, Chino CA 91710.

III. PARTIES

3. Plaintiff brings this action as a representative of the Labor and Workforce Development Agency on behalf of himself and other current and former employees subject to violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is 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 Chino from in or around December 1,
5 2025 until on or around December 10, 2025.

6 4. Plaintiff is informed and believes and thereon alleges that Defendant MANAGED
7 MOBILE, INC. is authorized to do business within the State of California and is doing business in
8 the State of California and/or that Defendants DOES 1-33 are, and at all times relevant hereto were
9 persons acting on behalf of Defendant MANAGED MOBILE, INC. in the establishment of, or
10 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
11 MANAGED MOBILE, INC. operates in San Bernardino County and employed Plaintiff and
12 aggrieved employees in San Bernardino County, including but not limited to, at 5990 Freedom
13 Drive, Chino CA 91710.

14 5. Plaintiff is informed and believes and thereon alleges that Defendant EPIKA FLEET
15 SERVICES, LLC is authorized to do business within the State of California and is doing business
16 in the State of California and/or that Defendants DOES 34-66 are, and at all times relevant hereto
17 were persons acting on behalf of Defendant EPIKA FLEET SERVICES, LLC in the establishment
18 of, or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
19 EPIKA FLEET SERVICES, LLC operates in San Bernardino County and employed Plaintiff and
20 aggrieved employees in San Bernardino County, including but not limited to, at 5990 Freedom
21 Drive, Chino CA 91710.

22 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
23 through 66 are corporations, or are other business entities or organizations of a nature unknown to
24 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
25 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and working
26 conditions of employment of Plaintiff and aggrieved employees.

27 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 67
28 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued

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

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

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

14 **FIRST CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

12 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
13 non-exempt employees to perform off-the-clock duties such as reviewing and responding dispatch
14 emails;

15 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
16 non-exempt employees to remain on-duty during their off-the-clock meal breaks because Plaintiff
17 and other current and former aggrieved California-based hourly non-exempt employees were
18 required to always keep their employer-issued phone on them during their shift to monitor and
19 respond to calls from Defendants, including during their off-the-clock meal breaks.

20 16. 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 17. 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 18. **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 19. 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 20. 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) Requiring Plaintiff and other current and former aggrieved California-based hourly
24 non-exempt employees to perform off-the-clock duties such as reviewing and responding dispatch
25 emails;

26 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
27 non-exempt employees to remain on-duty during their off-the-clock meal breaks because Plaintiff
28 and other current and former aggrieved California-based hourly non-exempt employees were
29 required to always keep their employer-issued phone on them during their shift to monitor and
30 respond to calls from Defendants, including during their off-the-clock meal breaks.

31 21. Employee is further informed and believes, and based thereon alleges, that

1 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.
2 Defendant would further be liable for civil penalties pursuant to Labor Code section
3 2699(f)(2)(B)(ii).

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

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

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

28 25. If an employer fails to provide an employee a meal period in accordance with the

1 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
2 for each workday that a legally required and compliant meal period was not provided. Labor Code
3 sections 226.7 and 1198; Wage Order 4 at §11.

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

8 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
9 hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes
10 for every five hours worked.

11 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
12 non-exempt employees to remain on-duty during their off-the-clock meal breaks because Plaintiff
13 and other current and former aggrieved California-based hourly non-exempt employees were
14 required to always keep their employer-issued phone on them during their shift to monitor and
15 respond to calls from Defendants, including during their off-the-clock meal breaks;

16 (c) Failing to provide Plaintiff and other current and former aggrieved California-based
17 hourly non-exempt employees a second uninterrupted duty-free meal period of no less than thirty
18 (30) minutes for each workday that Plaintiff and other current and former aggrieved California-
19 based hourly non-exempt employees work shifts over ten (10) hours.

20 27. 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 one (1) hour of pay at their regular rate of pay for each workday that
23 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees did
24 not receive legally required and compliant meal periods, in violation of Labor Code section 226.7.

25 28. 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 during which Defendants did not provide them with meal
28 periods in compliance with California law.

1 29. 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 30. **Failure to pay wages to hourly non-exempt employees for workdays that**
5 **Defendants failed to provide legally required and compliant rest periods and/or failure to pay**
6 **rest period premium:** Plaintiff and other current and former aggrieved California-based hourly
7 non-exempt employees regularly worked shifts of more than three-and-a-half (3.5) hours.

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

19 32. If the employer fails to authorize or permit a required rest period, the employer must
20 pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the
21 employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage
22 Order 4 at § 12.

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

27 ///

28 ///

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

4 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
5 non-exempt employees to remain on-duty during their rest breaks because Plaintiff and other current
6 and former aggrieved California-based hourly non-exempt employees were required to always keep
7 their employer-issued phone on them during their shift to monitor and respond to calls from
8 Defendants, including during their rest breaks;

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

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

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

22 36. 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 37. **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 38. 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 39. 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 40. **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 41. 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 42. **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 43. **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 44. 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 45. Plaintiff believes these failures were willful and intentional.

8 46. 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 47. **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 48. 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 49. Plaintiff believes these failures were willful and intentional.

21 50. 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 51. 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 52. Plaintiff has complied with the procedures for bringing suit specified in Labor Code

1 section 2699.3. On May 18, 2026, Plaintiff filed a PAGA Claim Notice with the LWDA and
2 provided notice to Defendants by certified mail which provided notice of the specific provisions of
3 the Labor Code alleged to have been violated, including the facts and theories to support the
4 violations alleged.

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

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

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

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

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

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

1 willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee,
2 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code
3 section 210].

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

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

11 **PRAYER FOR RELIEF**

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

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

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

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

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

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

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1 Dated: July 23, 2026

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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4 By:



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DAMIEN M. VALENTINE
on behalf of himself and current and former
aggrieved employees

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