

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Jeffrey D. Klein, Esq. (SBN 297296)
Jovahn M. Wiggins, Esq. (SBN 349903)
Cathryn L. Howell, Esq. (SBN 346971)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
jklein@lelawfirm.com
jwiggins@lelawfirm.com
chowell@lelawfirm.com

ELECTRONICALLY FILED
Superior Court of California,
County of Placer
07/21/2026 at 02:47:13 PM

By: Ricardo R Chapa
Deputy Clerk

Attorneys for Plaintiff WILLIAM A. WINTON,
on behalf of himself and current and former aggrieved employees

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

WILLIAM A. WINTON, on behalf of himself and
current and former aggrieved employees

Plaintiff,

vs.

INVO PEO, INC. III; HUMAN BEES, INC.;
PENUMBRA, INC.; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: S-CV-0058414

PAGA ACTION

**PLAINTIFF WILLIAM A.
WINTON'S COMPLAINT FOR:**

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

COMES NOW Plaintiff WILLIAM A. WINTON ("Plaintiff"), who alleges and complains
against Defendants INVO PEO, INC. III; HUMAN BEES, INC.; PENUMBRA, INC.; and DOES 1
to 100, inclusive (collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, himself
and other current and former aggrieved employees of Defendants who worked as hourly non-exempt

1 employees in California during the relevant time period seeking civil penalties associated with
2 Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all hours
3 worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to
4 authorize or permit all legally required and/or compliant meal periods or pay meal period premium
5 wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest
6 period premium wages; failure to comply with California quota laws; statutory penalties for failure
7 to provide accurate wage statements; statutory waiting time penalties in the form of continuation
8 wages for failure to timely pay employees all wages due upon separation of employment. Plaintiff
9 experienced these violations personally, as well as is informed and believes other aggrieved
10 employees did as well. Plaintiff seeks on a representative basis, following notice to the Labor and
11 Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor Code
12 section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others
13 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 Placer County, at 630 Roseville Parkway, Roseville,
23 California 95747.

24 **III. PARTIES**

25 3. Plaintiff brings this action as a representative of the Labor and Workforce
26 Development Agency on behalf of himself 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 Placer from in or around August 12,
5 2025 until on or about October 13, 2025.

6 4. Plaintiff is informed and believes and thereon alleges that Defendant INVO PEO,
7 INC. III is authorized to do business within the State of California and is doing business in the State
8 of California and/or that Defendants DOES 1-20 are, and at all times relevant hereto were persons
9 acting on behalf of Defendant INVO PEO, INC. III in the establishment of, or ratification of, the
10 aforementioned illegal wage and hour practices or policies. Defendant INVO PEO, INC. III operates
11 in Placer County and employed Plaintiff and aggrieved employees in Placer County, including but
12 not limited to, at 630 Roseville Parkway, Roseville, California 95747.

13 5. Plaintiff is informed and believes and thereon alleges that Defendant HUMAN
14 BEES, INC. is authorized to do business within the State of California and is doing business in the
15 State of California and/or that Defendants DOES 21-40 are, and at all times relevant hereto were
16 persons acting on behalf of Defendant HUMAN BEES, INC. in the establishment of, or ratification
17 of, the aforementioned illegal wage and hour practices or policies. Defendant HUMAN BEES, INC.
18 operates in Placer County and employed Plaintiff and aggrieved employees in Placer County,
19 including but not limited to, at 630 Roseville Parkway, Roseville, California 95747.

20 6. Plaintiff is informed and believes and thereon alleges that Defendant PENUMBRA,
21 INC. is authorized to do business within the State of California and is doing business in the State of
22 California and/or that Defendants DOES 41-60 are, and at all times relevant hereto were persons
23 acting on behalf of Defendant PENUMBRA, INC. in the establishment of, or ratification of, the
24 aforementioned illegal wage and hour practices or policies. Defendant PENUMBRA, INC. operates
25 in Placer County and employed Plaintiff and aggrieved employees in Placer County, including but
26 not limited to, at 630 Roseville Parkway, Roseville, California 95747.

27 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
28 through 60 are corporations, or are other business entities or organizations of a nature unknown to

1 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
2 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and working
3 conditions of employment of Plaintiff and aggrieved employees.

4 8. Plaintiff is informed and believes and thereon alleges that Defendants DOES 61
5 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
6 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
7 supervisor, independent contractor and/or employee of each defendant who violated or caused to be
8 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the
9 Industrial Welfare Commission's wage orders regulating hours and days of work.

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

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

19 **FIRST CAUSE OF ACTION**

20 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
21 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

25 12. During Plaintiff's employment and continuing through the present, Plaintiff alleges
26 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1197,
27 2100, 6401.7, 6401.9, and the applicable Wage Orders.

28 13. Specifically, Defendants have committed the following violations of California

1 Labor Code:

2 **14. Failure to pay wages for all hours worked at the legal minimum wage:**

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

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

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

17 (a) Sometimes requiring Plaintiff and other current and former aggrieved California-
18 based hourly non-exempt employees to clock out for meal breaks but continue working while off-
19 the-clock during these meal breaks, to maintain compliance with Defendants’ quota system.

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 requiring Plaintiff and other current and former aggrieved California-
24 based hourly non-exempt employees to clock out for meal breaks but continue working while off-
25 the-clock during these meal breaks, to maintain compliance with Defendants’ quota system.

26 22. 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
29 2699(f)(2)(B)(ii).

30 23. The foregoing policies, practices, and/or procedures resulted in time during each
31 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 24. **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 25. 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 26. 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 27. 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) Sometimes discouraging duty-free 30-minute meal breaks by requiring Plaintiff and
4 other current and former aggrieved California-based hourly non-exempt employees to comply with
5 Defendants' quota system.

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

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

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

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

22 32. California law requires every employer to authorize and permit an employee a rest
23 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
24 section 226.7; Wage Order 1 at §12. Under California law, "[e]mployees are entitled to 10 minutes'
25 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
26 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker*
27 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7;
28 Wage Order 1 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.

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

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

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

13 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
14 non-exempt employees to travel to a designated area away from their workstations during their rest
15 periods. Defendants did not elongate or otherwise extend Plaintiff and other current and former
16 aggrieved California-based hourly non-exempt employees rest period times to account for travel
17 time between their workstations and the designated break area resulting in rest breaks that were on-
18 duty and/or less than a net 10-minutes; and

19 (b) Sometimes discouraging duty-free net 10-minute rest breaks by requiring Plaintiff
20 and other current and former aggrieved California-based hourly non-exempt employees to comply
21 with Defendants’ quota system.

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

27 36. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff and
28 other current and former aggrieved California-based hourly non-exempt employees not receiving

1 wages to compensate them for workdays in which Defendants did not provide them with rest periods
2 in compliance with California law.

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

6 38. **Illegal Discipline and Termination under the Quota:** Defendants' quota system is
7 illegal and unenforceable because it prevents meal and rest breaks, and because it does not allot
8 "productive time" to use of the restroom and performance of necessary safety checks on equipment
9 prior to shifts. However, Defendants still disciplined employees, including Plaintiff for failing to
10 perform under the quota. Upon information and belief Defendants disciplined up to and including
11 terminating other employees for failing to perform under the quota. Plaintiffs and other current and
12 former aggrieved California-based hourly non-exempt employees are due lost wages, reinstatement
13 and emotional distress damages.

14 39. Plaintiff is informed and believe that the above practices he experienced were not
15 unique to him but rather were companywide policies and practices at all distribution facilities in the
16 State of California and were suffered by all non-exempt employees.

17 40. Plaintiff is informed and believe that the unlawful wage and hour policies described
18 in this action are set centrally and are applicable through-out California. Plaintiff is informed and
19 believe that the unlawful wage and hour policies described in this action are still ongoing.

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

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

8 43. 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 44. **Secret payment of lower wages than designated by statute:** Labor Code section
12 223 provides that, where any statute or contract requires an employer to maintain the designated
13 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
14 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
15 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
16 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
17 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
18 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while
19 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

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

23 46. **Failure to Establish, Implement, and Maintain a Workplace Violence and**
24 **Injury Prevention Program in Compliance with Labor Code Sections 6401.7 and 6401.9:**
25 California Labor Code Section 6401.7 requires every employer to establish, implement, and
26 maintain an effective injury prevention program. California Labor Code Section 6401.9 requires
27 California employers to adopt a comprehensive Workplace Violence Prevention Plan (WVPP), train
28 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 that Defendant (1) failed to establish, implement, and maintain an effective injury prevention program; (2) failed to adopt a compliant Workplace Violence Prevention Plan; (3); failed to train Employee and other aggrieved California-based hourly non-exempt employees in workplace violence and injury prevention; (4) failed to log safety incidents; and (5) failed to conduct compliant periodic inspections. Plaintiff believes these failures were willful and intentional. 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).

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

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

1 226(a)(1, 2, 5 & 9).

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

3 50. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
4 Defendant would further be liable for civil penalties pursuant to Labor Code section
5 2699(f)(2)(B)(ii).

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

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

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

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

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

23 56. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
24 section 2699.3. On May 14, 2026, Plaintiff filed a PAGA Claim Notice with the LWDA and
25 provided notice to Defendants by certified mail which provided notice of the specific provisions of
26 the Labor Code alleged to have been violated, including the facts and theories to support the
27 violations alleged.

28 57. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by

1 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
2 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
3 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
4 to investigate Plaintiff's claims.

5 58. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
6 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
7 510, 512, 1194, 6401.7 and 6401.9: During Plaintiff's employment and continuing through the
8 present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in
9 the following amounts:

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

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

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

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

27 e. For violations of Labor Code section 223, 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 225.5].

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

6 **PRAYER FOR RELIEF**

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

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

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

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

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

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

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20 Dated: July 21, 2026

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

21
22 By:



Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Jeffrey D. Klein, Esq.
Jovahn M. Wiggins, Esq.
Cathryn L. Howell, Esq.
Attorneys for Plaintiff
WILLIAM A. WINTON
on behalf of himself and current and former
aggrieved employees