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Attorneys for Plaintiff Catherine Chavez, individually,
and on behalf of all other aggrieved employees

Assigned for All purposes:
Judge Layne H. Melzer
Dep. CX102

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

CATHERINE CHAVEZ, individually, and on
behalf of all other aggrieved employees,

Plaintiff,

v.

YAMAHA CORPORATION OF AMERICA;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2026-01593279-CU-OE-CXC

**REPRESENTATIVE COMPLAINT FOR
ENFORCEMENT OF THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004,
LABOR CODE §§ 2698, *ET SEQ.*:**

1 Plaintiff Catherine Chavez (“Plaintiff”), individually and on behalf of all other aggrieved
2 employees, alleges as follows:

3 INTRODUCTION

4 1. Plaintiff brings this representative action against defendants Yamaha Corporation
5 of America and DOES 1 through 50, inclusive (collectively, “Defendants”), on Plaintiff’s own
6 behalf and on behalf of all other employees currently or formerly employed by Defendants in
7 California at any time from June 12, 2025 to the present (“aggrieved employees”).

8 2. Plaintiff is informed and believes, and thereon alleges, that Defendants have
9 violated state wage and hour laws by, among other things:

- 10 (a) failing to reimburse necessary expenditures;
- 11 (b) paying female employees less for performing substantially similar work
12 under substantially similar working conditions than their male counterparts;
13 and
- 14 (c) failing to provide accurate itemized wage statements.

15 3. Plaintiff seeks monetary relief against Defendants on behalf of herself and all other
16 aggrieved employees to recover, among other things, attorneys’ fees, costs and expenses, and civil
17 penalties pursuant to Labor Code §§ 226, 1197.5, 2698, *et seq.*, and 2802.

18 JURISDICTION AND VENUE

19 4. The penalties and other legal and equitable relief sought by Plaintiff exceed the
20 minimal jurisdictional limits of this Court and will be established according to proof at trial.

21 5. This Court has jurisdiction over this action pursuant to Article VI, § 10 of the
22 California Constitution, which grants the superior court “original jurisdiction in all other causes”
23 except those given by statute to other courts. The statutes under which this action is brought do not
24 specify any other basis for jurisdiction.

25 6. This Court has jurisdiction over all Defendants because, upon information and
26 belief, Defendants are citizens of California, have sufficient minimum contacts in California,
27 and/or otherwise intentionally avail themselves of the California market so as to render the exercise
28 of jurisdiction over them by the California courts consistent with traditional notions of fair play

1 and substantial justice.

2 7. Venue is proper in this court because Defendants maintain offices, have agents,
3 employ individuals, and/or transact business in this county.

4 **THE PARTIES**

5 8. Plaintiff is a California citizen and was employed by Defendants in Buena Park,
6 California as a Microsoft software developer from approximately January 2015 to approximately
7 February 2026.

8 9. Defendants were and are subject to the Labor Code and IWC Wage Orders as
9 employers whose employees were and are engaged to work throughout this county and the State
10 of California.

11 10. Plaintiff is unaware of the true names or capacities of the Defendant sued herein
12 under the fictitious names DOES 1 through 50 but will amend the complaint and serve such
13 fictitiously named Defendants once their names and capacities become known.

14 11. Plaintiff is informed and believes and thereon alleges that each and all of the acts
15 and omissions alleged herein were performed by, or are attributable, to each Defendant acting as
16 the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the
17 other co-Defendants and within the course and scope of such agency, employment, joint venture,
18 or concerted activity with legal authority to act on the others' behalf.

19 12. Plaintiff is informed and believes and thereon alleges that during the relevant time
20 period, DOES 1 through 50 were the employers of Plaintiff and the other aggrieved employees
21 within the meaning of all applicable state laws and statutes. Plaintiff is informed and believes and
22 thereon alleges that DOES 1 through 50 directly or indirectly controlled or affected the working
23 conditions, working hours, and conditions of employment of Plaintiff and the other aggrieved
24 employees so as to make each Defendant an employer liable under the statutory provision set forth
25 herein.

26 13. Plaintiff is informed and believes and thereon alleges that DOES 1 through 50 had
27 the authority to hire and terminate Plaintiff and the other aggrieved employees, to set work rules

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1 and conditions governing Plaintiff and the other aggrieved employees' employment, and to
2 supervise their daily employment activities.

3 14. Plaintiff is informed and believes and thereon alleges that DOES 1 through 50
4 exercise sufficient authority over the terms and conditions of Plaintiff's and the other aggrieved
5 employees' employment for them to be joint employers of Plaintiff and the other aggrieved
6 employees.

7 **GENERAL ALLEGATIONS**

8 15. During the relevant time period, Defendants employed Plaintiff and aggrieved
9 employees as non-exempt employees throughout California at Defendants' California business
10 location(s).

11 16. During the relevant time period, Defendants knew that Plaintiff and aggrieved
12 employees were entitled to reimburse for necessary expenditures. However, Defendants made it
13 necessary for Plaintiff and aggrieved employees to use their personal cell phones to communicate
14 regarding work, and Defendants failed to reimburse Plaintiff and aggrieved employees for these
15 expenses in violation of the Labor Code.

16 17. During the relevant time period, Defendants knew that Plaintiff and other aggrieved
17 employees were entitled to be paid the same as their male counterparts for performing substantially
18 similar work under substantially similar working conditions. However, Defendants paid Plaintiff
19 and female aggrieved employees less for performing substantially similar work under substantially
20 similar working conditions than their male counterparts in violation of the Labor Code. For
21 example, Plaintiff learned that she was paid \$30,000.00 less annually than a male software
22 engineering performing substantially similar work under substantially similar working conditions.
23 The wage differential between Plaintiff and this male employee was not based on a seniority
24 systems, a merit system, a system that measures earnings by quantity or quality of production, or
25 a bona fide factor other than sex, such as education, training, or experience.

26 18. During the relevant time period, Defendants knew that Plaintiff and aggrieved
27 employees were entitled to itemized wage statements that accurately showed, *inter alia*, gross
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wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

19. During the relevant time period, Defendants knew they had a duty to compensate Plaintiff and aggrieved employees, and Defendants had the financial ability to pay such compensation but willfully, knowingly, and/or intentionally failed to do so in order to increase Defendants' profits.

20. Therefore, Plaintiff brings this lawsuit against Defendants on Plaintiff's own behalf and on behalf of all aggrieved employees to recover, among other things, attorneys' fees, civil penalties, costs, and expenses.

FIRST CAUSE OF ACTION

ENFORCEMENT OF LABOR CODE §§ 2698, *ET SEQ.*

(Private Attorneys General Act of 2004)

21. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

22. Labor Code § 2699(a) provides that notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees against whom a violation of the same code provision was committed pursuant to the procedures specified in Section 2699.3.

23. Labor Code § 2699(m) provides that civil penalties recovered by aggrieved employees shall be distributed as follows: 65% to the Labor and Workforce Development Agency for enforcement of labor laws, including the administration of this part, and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and 35% to the aggrieved employees.

24. Plaintiff and all other employees currently or formerly employed by Defendants in

1 California at any time from June 12, 2025 to the present are “aggrieved employees” as defined in
2 Labor Code § 2699(c).

3 25. Defendants’ conduct, as alleged herein, violates numerous Labor Code sections,
4 including the following:

5 (a) Failing to reimburse necessary expenditures in violation of Labor Code §
6 2802;

7 (b) Paying female employees less than their male counterparts in violation of
8 Labor Code § 1197.5; and

9 (c) Failing to provide accurate itemized wage statements in violation of Labor
10 Code § 226.

11 26. Plaintiff personally suffered each of the Labor Code violations alleged in this
12 lawsuit within the one-year period prior to her PAGA notice.

13 27. Plaintiff has exhausted the administrative requirements provided in Labor Code §
14 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on Plaintiff’s own
15 behalf and on behalf of all other aggrieved employees under PAGA.

16 28. Plaintiff is entitled to recover civil penalties pursuant to Labor Code §§ 2699,
17 2699.3, and 2699.5 for the Labor Code violations alleged herein.

18 29. Plaintiff is entitled to recover attorneys’ fees pursuant to Labor Code §§ 218.5,
19 1197.5(h), and 2699(k)(1).

20 PRAYER FOR RELIEF

21 On Plaintiff’s own behalf and on behalf of all other aggrieved employees, Plaintiff prays
22 for relief and judgment against Defendants, jointly and severally, as follows:

23 1. For civil penalties pursuant to PAGA;

24 2. For injunctive relief;

25 3. For reasonable attorneys’ fees and costs of suit and interest, pursuant to Labor Code
26 §§ 1197.5(h), 2699(k)(1), and 2802; and

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1 4. For such other relief as the Court deems just and proper.

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3 Dated: August 17, 2026

ABRAMSON LABOR GROUP

4
5 By: 

6 Fawn F. Bekam
7 Andrew Sandoval
8 Refugio Ortega-Carrillo
9 Attorneys for Plaintiff Catherine Chavez
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