

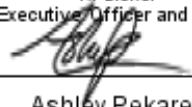
Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Jeffrey D. Klein, Esq. (SBN 297296)
Kacey E. Cook, Esq. (SBN 337905)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
jklein@lelawfirm.com
kcook@lelawfirm.com

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Superior Court of California
County of Ventura

08/21/2026

K. Bieker
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By:  Deputy Clerk

Ashley Pekarek

Attorneys for Plaintiff BRIANNE WEAKLEY,
on behalf of herself and current and former aggrieved employees

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

BRIANNE WEAKLEY, on behalf of herself and
current and former aggrieved employees

Plaintiff,

vs.

BEENA BEAUTY HOLDING, INC. dba
PLANET BEAUTY; PLANET BEAUTY, INC.;
and DOES 1 to 100, inclusive,

Defendants.

Case No.: 2026CUOE071844

PAGA ACTION

**PLAINTIFF BRIANNE WEAKLEY'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff BRIANNE WEAKLEY ("Plaintiff"), who alleges and complains
against Defendants BEENA BEAUTY HOLDING, INC. dba PLANET BEAUTY; PLANET
BEAUTY, 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, herself
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 pay
4 overtime wages at the proper overtime rate of pay; failure to authorize or permit all legally required
5 and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit
6 all legally required and/or compliant rest periods or pay rest period premium wages; indemnification
7 for all necessary expenditures or losses incurred by employees in direct consequence of discharging
8 their duties; failure to pay wages for accrued paid sick time at the regular rate of pay; statutory
9 penalties for failure to provide accurate wage statements; statutory waiting time penalties in the
10 form of continuation wages for failure to timely pay employees all wages due upon separation of
11 employment. Plaintiff experienced these violations personally, as well as is informed and believes
12 other aggrieved employees did as well. Plaintiff seeks on a representative basis, following notice
13 to the Labor and Workforce Development Agency, civil penalties, reasonable attorneys' fees
14 pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of
15 California, and others aggrieved.

16 **II. JURISDICTION AND VENUE**

17 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
18 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
19 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
20 non-exempt employees, and the State of California in excess of thirty-five thousand dollars
21 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-
22 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
23 aggrieved California-based hourly non-exempt employees occurred in locations throughout
24 California, including but not limited to Ventura County, at 111 S. Westlake Blvd, Suite 108,
25 Thousand Oaks, California 91362.

26 **III. PARTIES**

27 3. Plaintiff brings this action as a representative of the Labor and Workforce
28 Development Agency on behalf of herself and other current and former employees subject to

1 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
2 filed include current, former and/or future employees of Defendants who work, worked, or will work
3 for Defendants as direct employees as well as temporary employees employed through temp
4 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
5 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
6 Defendants in an hourly position at Defendants' location in Ventura from in or around September
7 2025, until on or about April 6, 2026.

8 4. Plaintiff is informed and believes and thereon alleges that Defendant BEENA
9 BEAUTY HOLDING, INC. dba PLANET BEAUTY is authorized to do business within the State
10 of California and is doing business in the State of California and/or that Defendants DOES 1-33 are,
11 and at all times relevant hereto were persons acting on behalf of Defendant BEENA BEAUTY
12 HOLDING, INC. dba PLANET BEAUTY in the establishment of, or ratification of, the
13 aforementioned illegal wage and hour practices or policies. Defendant BEENA BEAUTY
14 HOLDING, INC. dba PLANET BEAUTY operates in Ventura County and employed Plaintiff and
15 aggrieved employees in Ventura County, including but not limited to, at 111 S. Westlake Blvd, Suite
16 108, Thousand Oaks, California 91362.

17 5. Plaintiff is informed and believes and thereon alleges that Defendant PLANET
18 BEAUTY, INC. is authorized to do business within the State of California and is doing business in
19 the State of California and/or that Defendants DOES 34-66 are, and at all times relevant hereto were
20 persons acting on behalf of Defendant PLANET BEAUTY, INC. in the establishment of, or
21 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant PLANET
22 BEAUTY, INC. operates in Ventura County and employed Plaintiff and aggrieved employees in
23 Ventura County, including but not limited to, at 111 S. Westlake Blvd, Suite 108, Thousand Oaks,
24 California 91362.

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

1 conditions of employment of Plaintiff and aggrieved employees.

2 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 67
3 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
4 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
5 supervisor, independent contractor and/or employee of each defendant who violated or caused to be
6 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the
7 Industrial Welfare Commission's wage orders regulating hours and days of work.

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

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

17 **FIRST CAUSE OF ACTION**

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

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

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

23 11. During Plaintiff's employment and continuing through the present, Plaintiff alleges
24 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 246, 510, 512, 1194,
25 1197, 2802, and the applicable Wage Orders.

26 12. Specifically, Defendants have committed the following violations of California
27 Labor Code:

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

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

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

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

15 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
16 non-exempt employees to complete off-the-clock opening shift procedures such as unlocking the
17 store, walking to the alarm system in the back, disarming the alarm, and booting up and logging into
18 computer system prior to being permitted to clock in for the start of their shift.

19 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
20 non-exempt employees to complete off-the-clock closing shift procedures such as locking the store,
21 walking to the alarm system in the back, arming the alarm, and logging out of the computer system
22 after clocking out for the end of their shift.

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

1 17. 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 18. **Failure to pay wages for overtime hours worked at the overtime rate of pay**
5 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of
6 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer
7 is required to pay hourly employees for all "hours worked," which includes all time that an employee
8 is under control of the employer and all time the employee is suffered and permitted to work. This
9 includes the time an employee spends, either directly or indirectly, performing services that inure to
10 the benefit of the employer.'

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

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

22 Labor Code section 510.

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

26 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
27 non-exempt employees to complete off-the-clock opening shift procedures such as unlocking the
28 store, walking to the alarm system in the back, disarming the alarm, and booting up and logging into
computer system prior to being permitted to clock in for the start of their shift.

 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
non-exempt employees to complete off-the-clock closing shift procedures such as locking the store,

1 walking to the alarm system in the back, arming the alarm, and logging out of the computer system
2 after clocking out for the end of their shift.

3 21. Employee is further informed and believes, and based thereon alleges, that
4 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.
5 Defendant would further be liable for civil penalties pursuant to Labor Code section
6 2699(f)(2)(B)(ii).

7 22. Furthermore, overtime is based upon an employee's regular rate of pay. "The regular
8 rate at which an employee is employed shall be deemed to include all remuneration for employment
9 paid to, or on behalf, of the employee." *See* Division of Labor Standards Enforcement –
10 Enforcement Policies and Interpretations Manual, Section 49.1.2.

11 23. In this case, Plaintiff alleges that when she and other current and former aggrieved
12 California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay
13 them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all
14 remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a
15 policy, practice, and/or procedure of failing to include all remuneration such as, commissions,
16 contests, spiff, and product of the month, for example, when calculating Plaintiff's and other current
17 and former aggrieved California-based hourly non-exempt employees' regular rate of pay for the
18 purpose of paying overtime.

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

27 25. **Failure to pay wages to hourly non-exempt employees for workdays that**
28 **Defendants failed to provide legally required and compliant meal periods and/or failure to**

1 **pay period premium wages:** Plaintiff and other current and former aggrieved California-based
2 hourly non-exempt employees regularly worked shifts of more than five (5) hours in length and
3 shifts of more than ten (10) hours in length.

4 26. California law requires an employer to authorize or permit an employee an
5 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
6 all duties and the employer relinquishes control over the employee's activities prior to the
7 employee's sixth hour of work. Labor Code sections 226.7, 512, and 1198; Wage Order 7 at §11;
8 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ
9 an employee for a work period of more than ten (10) hours per day without providing the employee
10 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
11 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
12 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
13 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
14 of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

15 27. If an employer fails to provide an employee a meal period in accordance with the
16 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
17 for each workday that a legally required and compliant meal period was not provided. Labor Code
18 sections 226.7 and 1198; Wage Order 7 at §11.

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

23 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
24 hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least thirty (30)
25 minutes for every five (5) hours worked due to understaffing and workload.

26 29. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
27 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
28 hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each workday that

1 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees did
2 not receive legally required and compliant meal periods, in violation of Labor Code section 226.7.

3 30. Finally, on occasions when Defendants paid Plaintiff and other current and former
4 aggrieved California-based hourly non-exempt employees a “premium” wage for late, missed, short,
5 on-premise, on-duty, and/or interrupted meal periods, Defendants failed to pay the one (1) additional
6 hour of pay at Plaintiff’s and other current and former aggrieved California-based hourly non-
7 exempt employees’ regular rate of compensation. Specifically, Defendants maintained a policy,
8 practice, and/or procedure of failing to include all remuneration such as, commissions, contests,
9 spiff, and product of the month, for example, when calculating Plaintiff’s and other current and
10 former aggrieved California-based hourly non-exempt employees’ regular rate of pay for the
11 purpose of paying meal period premium wages.

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

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

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

23 34. California law requires every employer to authorize and permit an employee a rest
24 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
25 section 226.7; Wage Order 7 at §12. Under California law, “[e]mployees are entitled to 10 minutes’
26 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
27 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker*
28 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7;

1 Wage Order 7 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.
2 Wage Order 7 at §12. Additionally, the rest period requirement ““obligates employers to permit –
3 and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*
4 (2016) 2 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
5 duties and relinquish control over how employees spend their time. *Id.*

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

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

14 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
15 hourly non-exempt employees with net ten (10) minute rest breaks for every four (4) hours worked
16 or major fraction thereof due to understaffing and workload.

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

22 38. Finally, on occasions when Defendants did pay Plaintiff and other current and former
23 aggrieved California-based hourly non-exempt employees a “premium” wage for late, missed, short,
24 on-premise, on-duty, and/or interrupted rest periods, Defendants failed to pay the one (1) additional
25 hour of pay at Plaintiff’s and other current and former aggrieved California-based hourly non-
26 exempt employees’ regular rate of compensation. Specifically, Defendants maintained a policy,
27 practice, and/or procedure of failing to include all remuneration such as, commissions, contests,
28 spiff, and product of the month, for example, when calculating Plaintiff’s and other current and

1 former aggrieved California-based hourly non-exempt employees' regular rate of pay for the
2 purpose of paying rest period premiums.

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

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

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

15 42. Defendants have violated Labor Code Section 2802 by failing to indemnify Plaintiff
16 and other current and former aggrieved California-based non-exempt hourly employees' necessary
17 expenditures they incurred in the discharge of their duties. Specifically, Defendants employed
18 policies, practices, and/or procedures included, but not limited to:

19 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
20 non-exempt employees to use their personal cell phone (including both telephone use and cellular
21 data use) for work-related purposes - without reimbursing Plaintiff and other current and former
22 aggrieved California-based hourly non-exempt employees for such use.

23 43. Moreover, Defendants employed policies and procedures which ensured Plaintiff and
24 aggrieved employees would not receive indemnification for their employment related expenses.
25 This practice resulted in Plaintiff and aggrieved employees not receiving such indemnification in
26 compliance with California law.

27 44. Therefore, Defendants are liable to Plaintiff and aggrieved employees for their
28 employment related expenses, including but not limited to costs related to use of their personal cell

1 phones and costs associated with their uniforms pursuant to Labor Code section 2802.

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

5 46. **Failure to provide sick pay wages:** Defendants had a policy and/or procedure where
6 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
7 accrued paid sick time.

8 47. Labor Code section 246, subdivision (a), states in relevant part "[a]n employee
9 who...works in California for the same employer for 30 or more days within a year from the
10 commencement of employment is entitled to paid sick days." Additionally, an employee accrues
11 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked, beginning
12 at the commencement of employment. Labor Code section 246(b).

13 48. Here, Plaintiff and other current and former aggrieved California-based hourly non-
14 exempt employees were employed by Defendants for 30 or more days and were entitled to paid sick
15 days. Defendants, however, lacked a policy, practice, and/or procedure whereby Plaintiffs and other
16 current and former aggrieved California-based hourly non-exempt employees who were employed
17 by Defendants for 30 days or more could accrue paid sick days at the rate of no-less-than one (1)
18 hour per every thirty (30) hours worked, beginning at the commencement of employment as required
19 by Labor Code section 246(b).

20 49. In this case, Plaintiff alleges that when she and other current and former aggrieved
21 California-based hourly non-exempt employees elected to use paid sick time, Defendants failed to
22 pay them sick time wages at the proper sick time rate of pay due to Defendants' failure to include
23 all remuneration when calculating the sick time rate of pay. Specifically, Defendants maintained a
24 policy, practice, and/or procedure of failing to include all remuneration including but not limited to,
25 commissions, contests, spiff, and product of the month, for example, when calculating Plaintiff and
26 other current and former aggrieved California-based hourly non-exempt employees' regular rate of
27 pay for the purpose of paying sick time.

28 50. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants

1 failing to provide Plaintiff and other current and former aggrieved California-based hourly non-
2 exempt employees' paid sick days, in violation of Labor Code section 246.

3 51. 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 52. **Failure to timely pay earned wages during employment:** In California, wages
7 must be paid at least twice during each calendar month on days designated in advance by the
8 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages earned
9 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
10 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
11 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll
12 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
13 calendar days following the close of the payroll period in which wages were earned. Labor Code
14 section 204(d).

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

22 54. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
23 Defendant would further be liable for civil penalties pursuant to Labor Code section
24 2699(f)(2)(B)(ii).

25 55. **Secret payment of lower wages than designated by statute:** Labor Code section
26 223 provides that, where any statute or contract requires an employer to maintain the designated
27 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
28 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by

1 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
2 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
3 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
4 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while
5 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

6 56. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
7 Defendant would further be liable for civil penalties pursuant to Labor Code section
8 2699(f)(2)(B)(ii).

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

22 58. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
23 and other current and former aggrieved California-based hourly non-exempt employees all wages
24 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period
25 premium wages) rendered Plaintiff's and other current and former aggrieved California-based
26 hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code section
27 226(a)(1, 2, 5 & 9).

28 59. Plaintiff believes these failures were willful and intentional.

60. 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).

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

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

63. Plaintiff believes these failures were willful and intentional.

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

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

66. Plaintiff has complied with the procedures for bringing suit specified in Labor Code section 2699.3. On June 16, 2026, Plaintiff filed a PAGA Claim Notice with the LWDA and provided notice to Defendants by certified mail which provided notice of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the violations alleged.

67. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by certified mail to the parties that it intends to investigate the alleged violations of the Labor Code within 60 days of the date of the complainant's written notice. The LWDA failed to provide the

1 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
2 to investigate Plaintiff's claims.

3 68. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
4 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
5 246, 510, 512, and 1194: During Plaintiff's employment and continuing through the present,
6 preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the
7 following amounts:

8 a. For violations of Labor Code sections 201, 202, 203, 226(a), 226.7, and 2802;
9 one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
10 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
11 violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

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

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

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

1 section 225.5].

2 69. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
3 reasonable attorneys' fees and costs in connection with her claims for civil penalties.

4 **PRAYER FOR RELIEF**

5 **WHEREFORE, PLAINTIFF, ON BEHALF OF HERSELF AND ON OTHER AGGRIEVED**
6 **EMPLOYEES, PRAYS AS FOLLOWS:**

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

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

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

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

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

17
18 Dated: August 21, 2026

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP



19
20 By:

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Jeffrey D. Klein, Esq.
Kacey E. Cook, Esq.
Attorneys for Plaintiff
BRIANNE WEAKLEY, on behalf of herself
and current and former aggrieved employees