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Attorneys for Plaintiff ALICIA ALVAREZ,
on behalf of herself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ALICIA ALVAREZ, on behalf of herself and
current and former aggrieved employees

Plaintiff,

vs.

JAVIER'S-DTLA, LLC; JAVIER'S-LA, LLC;
JAVIER'S-CC, LLC; JAVIER'S-PASADENA,
LLC; JAVIER'S-SD, LLC; JAVIER'S-UTC,
LLC; MARCOS & JAVIERS, LLC; and DOES 1
to 100, inclusive,

Defendants.

Case No.: **26STCV25216**

PAGA ACTION

**PLAINTIFF ALICIA ALVAREZ'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff ALICIA ALVAREZ ("Plaintiff"), who alleges and complains
against Defendants JAVIER'S-DTLA, LLC; JAVIER'S-LA, LLC; JAVIER'S-CC, LLC;
JAVIER'S-PASADENA, LLC; JAVIER'S-SD, LLC; JAVIER'S-UTC, LLC; MARCOS &
JAVIERS, 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, herself

1 and other current and former aggrieved employees of Defendants who worked as hourly non-exempt
2 employees in California during the relevant time period seeking civil penalties associated with
3 Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all hours
4 worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to
5 authorize or permit all legally required and/or compliant meal periods or pay meal period premium
6 wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest
7 period premium wages; statutory penalties for failure to provide accurate wage statements; statutory
8 waiting time penalties in the form of continuation wages for failure to timely pay employees all
9 wages due upon separation of employment. Plaintiff experienced these violations personally, as well
10 as is informed and believes other aggrieved employees did as well. Plaintiff seeks on a
11 representative basis, following notice to the Labor and Workforce Development Agency, civil
12 penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought
13 on behalf of Plaintiff, the State of California, and others 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 Los Angeles County, at 1200 Figueroa Street, unit C, Los
23 Angeles, California 90015.

24 **III. PARTIES**

25 3. Plaintiff brings this action as a representative of the Labor and Workforce
26 Development Agency on behalf of herself 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 Los Angeles County from in or around
5 April 2, 2025, until on or around July 6, 2025.

6 4. Plaintiff is informed and believes and thereon alleges that Defendant JAVIER'S-
7 DTLA, LLC is authorized to do business within the State of California and is doing business in the
8 State of California and/or that Defendants DOES 1-15 are, and at all times relevant hereto were
9 persons acting on behalf of Defendant JAVIER'S-DTLA, LLC in the establishment of, or
10 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
11 JAVIER'S-DTLA, LLC operates in Los Angeles County and employed Plaintiff and aggrieved
12 employees in Los Angeles County, including but not limited to, at 1200 Figueroa Street, unit C, Los
13 Angeles, California 90015.

14 5. Plaintiff is informed and believes and thereon alleges that Defendant JAVIER'S-LA,
15 LLC is authorized to do business within the State of California and is doing business in the State of
16 California and/or that Defendants DOES 16-30 are, and at all times relevant hereto were persons
17 acting on behalf of Defendant JAVIER'S-LA, LLC in the establishment of, or ratification of, the
18 aforementioned illegal wage and hour practices or policies. Defendant JAVIER'S-LA, LLC
19 operates in Los Angeles County and employed Plaintiff and aggrieved employees in Los Angeles
20 County, including but not limited to, at 1200 Figueroa Street, unit C, Los Angeles, California 90015.

21 6. Plaintiff is informed and believes and thereon alleges that Defendant JAVIER'S-CC,
22 LLC is authorized to do business within the State of California and is doing business in the State of
23 California and/or that Defendants DOES 31-45 are, and at all times relevant hereto were persons
24 acting on behalf of Defendant JAVIER'S-CC, LLC in the establishment of, or ratification of, the
25 aforementioned illegal wage and hour practices or policies. Defendant JAVIER'S-CC, LLC
26 operates in Los Angeles County and employed Plaintiff and aggrieved employees in Los Angeles
27 County, including but not limited to, at 10250 Santa Monica Blvd, Space #1005, Los Angeles, CA
28 90067.

1 7. Plaintiff is informed and believes and thereon alleges that Defendant JAVIER'S-
2 PASADENA, LLC is authorized to do business within the State of California and is doing business
3 in the State of California and/or that Defendants DOES 46-60 are, and at all times relevant hereto
4 were persons acting on behalf of Defendant JAVIER'S-PASADENA, LLC in the establishment of,
5 or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
6 JAVIER'S-PASADENA, LLC operates in Los Angeles County and employed Plaintiff and
7 aggrieved employees in Los Angeles County, including but not limited to, at 24 W Union St,
8 Pasadena, CA 91103.

9 8. Plaintiff is informed and believes and thereon alleges that Defendant JAVIER'S-SD,
10 LLC is authorized to do business within the State of California and is doing business in the State of
11 California and/or that Defendants DOES 61-75 are, and at all times relevant hereto were persons
12 acting on behalf of Defendant JAVIER'S-SD, LLC in the establishment of, or ratification of, the
13 aforementioned illegal wage and hour practices or policies. Defendant JAVIER'S-SD, LLC operates
14 in San Diego County and employed Plaintiff and aggrieved employees in San Diego County,
15 including but not limited to, at 4301 La Jolla Village Dr, Suite 1000 San Diego, CA 92122.

16 9. Plaintiff is informed and believes and thereon alleges that Defendant JAVIER'S-
17 UTC, LLC is authorized to do business within the State of California and is doing business in the
18 State of California and/or that Defendants DOES 76-90 are, and at all times relevant hereto were
19 persons acting on behalf of Defendant JAVIER'S-UTC, LLC in the establishment of, or ratification
20 of, the aforementioned illegal wage and hour practices or policies. Defendant JAVIER'S-UTC, LLC
21 operates in San Diego County and employed Plaintiff and aggrieved employees in San Diego
22 County, including but not limited to, at 4545 La Jolla Village Drive, Suite E-25, San Diego CA
23 92122.

24 10. Plaintiff is informed and believes and thereon alleges that Defendant MARCOS &
25 JAVIERS, LLC is authorized to do business within the State of California and is doing business in
26 the State of California and/or that Defendants DOES 91-100 are, and at all times relevant hereto
27 were persons acting on behalf of Defendant MARCOS & JAVIERS, LLC in the establishment of,
28 or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant

1 MARCOS & JAVIERS, LLC operates in California.

2 11. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
3 through 50 are corporations, or are other business entities or organizations of a nature unknown to
4 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
5 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and working
6 conditions of employment of Plaintiff and aggrieved employees.

7 12. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
8 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
9 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
10 supervisor, independent contractor and/or employee of each defendant who violated or caused to be
11 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the
12 Industrial Welfare Commission's wage orders regulating hours and days of work.

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

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

22 **FIRST CAUSE OF ACTION**

23 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
24 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

27 15. Plaintiff incorporates all paragraphs above as though fully set forth herein.

28 16. During Plaintiff's employment and continuing through the present, Plaintiff alleges

Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 227.3, 510, 512, 1194, 1197, and the applicable Wage Orders.

17. Specifically, Defendants have committed the following violations of California Labor Code:

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

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

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

(a) Sometimes requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to clock out for their meal breaks but remain on-duty subject to the control of Employers.

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

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

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

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

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

Labor Code section 510.

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

(a) Sometimes requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to clock out for their meal breaks but remain on-duty subject to the control of Employers.

26. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Defendant would further be liable for civil penalties pursuant to Labor Code section

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

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

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

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

26 30. If an employer fails to provide an employee a meal period in accordance with the
27 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
28 for each workday that a legally required and compliant meal period was not provided. Labor Code

1 sections 226.7 and 1198; Wage Order 5 at §11.

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

6 (a) Sometimes failing to provide Plaintiff and other current and former aggrieved
7 California-based hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at
8 least 30 minutes for every five hours worked, due to work workload coupled with understaffing.

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

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

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

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

25 36. California law requires every employer to authorize and permit an employee a rest
26 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
27 section 226.7; Wage Order 5 at §12. Under California law, "[e]mployees are entitled to 10 minutes'
28 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six

1 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker*
2 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7;
3 Wage Order 5 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.
4 Wage Order 5 at §12. Additionally, the rest period requirement ““obligates employers to permit –
5 and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*
6 (2016) 2 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
7 duties and relinquish control over how employees spend their time. *Id.*

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

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

16 (a) Sometimes failing to provide Employee and other current and former aggrieved
17 California-based hourly non-exempt employees with net ten (10) minute rest breaks for every four
18 (4) hours worked or major fraction thereof, due to workload coupled with understaffing.

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

24 40. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff and
25 other current and former aggrieved California-based hourly non-exempt employees not receiving
26 wages to compensate them for workdays in which Defendants did not provide them with rest periods
27 in compliance with California law.

28 41. Plaintiff is further informed and believes, and based thereon alleges, that Defendant’s

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

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

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

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

22 45. **Secret payment of lower wages than designated by statute:** Labor Code section
23 223 provides that, where any statute or contract requires an employer to maintain the designated
24 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
25 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
26 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
27 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
28 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor

1 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while
2 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

3 46. 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 47. **Failure to provide complete and accurate wage statements:** Labor Code section
7 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee
8 his or her wages, the employer must “furnish each of his or her employees ... an itemized statement
9 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any
10 employee whose compensation is solely based on a salary and who is exempt from payment of
11 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
12 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee
13 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders
14 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
15 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her
16 social security number, (8) the name and address of the legal entity that is the employer, and (9) all
17 applicable hourly rates in effect during the pay period and the corresponding number of hours
18 worked at each hourly rate by the employee.”

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

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

26 50. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
27 Defendant would further be liable for civil penalties pursuant to Labor Code section
28 2699(f)(2)(B)(ii).

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

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

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

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

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

18 56. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
19 section 2699.3. On June 3, 2026, Plaintiff filed a PAGA Claim Notice with the LWDA and provided
20 notice to Defendants by certified mail which provided notice of the specific provisions of the Labor
21 Code alleged to have been violated, including the facts and theories to support the violations alleged.

22 57. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
23 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
24 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
25 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
26 to investigate Plaintiff's claims.

27 58. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
28 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,

1 510, 512, and 1194: During Plaintiff's employment and continuing through the present, preceding
2 Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following
3 amounts:

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

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

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

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

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

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

28 ///

1 **PRAYER FOR RELIEF**

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

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

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

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

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

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

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15 Dated: August 10, 2026

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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17 By:



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