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Case #26CV500719

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

MARIA IBANEZ, on behalf of herself and current
and former aggrieved employees

Plaintiff,

vs.

ROCKETSHIP EDUCATION; and DOES 1 to
100, inclusive,

Defendants.

Case No.: 26CV500719

PAGA ACTION

**PLAINTIFF MARIA IBANEZ'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff MARIA IBANEZ ("Plaintiff"), who alleges and complains against
Defendants ROCKETSHIP EDUCATION; 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
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; secret payment of lower wages than designated by statute; indemnification
7 for all necessary expenditures or losses incurred by employees in direct consequence of discharging
8 their duties; statutory penalties for failure to provide accurate wage statements; statutory waiting
9 time penalties in the form of continuation wages for failure to timely pay employees all wages due
10 upon separation of employment. Plaintiff experienced these violations personally, as well as is
11 informed and believes other aggrieved employees did as well. Plaintiff seeks on a representative
12 basis, following notice to the Labor and Workforce Development Agency, civil penalties, reasonable
13 attorneys' fees pursuant to Labor Code section 2699(k)(1) and costs brought on behalf of Plaintiff,
14 the State of California, and others aggrieved.

15 **II. JURISDICTION AND VENUE**

16 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
17 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
18 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
19 non-exempt employees, and the State of California in excess of thirty-five thousand dollars
20 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-
21 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
22 aggrieved California-based hourly non-exempt employees occurred in locations throughout
23 California, including but not limited to Santa Clara County, at 2001 Gateway Place, Suite 230E, San
24 Jose, California 95110.

25 **III. PARTIES**

26 3. Plaintiff brings this action as a representative of the Labor and Workforce
27 Development Agency on behalf of herself and other current and former employees subject to
28 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is

1 filed include current and former aggrieved employees of Defendants who work or worked for
2 Defendants as California-based hourly non-exempt employees. At all times mentioned herein, the
3 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
4 employed by Defendants in an hourly position at Defendants' location in Santa Clara County from
5 in or around August 12, 2012 until on or about June 13, 2025.

6 4. Plaintiff is informed and believes and thereon alleges that Defendant ROCKETSHIP
7 EDUCATION is authorized to do business within the State of California and is doing business in
8 the State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto were
9 persons acting on behalf of Defendant ROCKETSHIP EDUCATION in the establishment of, or
10 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
11 ROCKETSHIP EDUCATION operates in Santa Clara County and employed Plaintiff and aggrieved
12 employees in Santa Clara County, including but not limited to, at 2001 Gateway Place, Suite 230E,
13 San Jose, California 95110.

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

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

25 7. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
26 sues said defendants by said fictitious names, and will amend this complaint when the true names
27 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
28 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously

1 named defendants is in some manner responsible for the events and allegations set forth in this
2 complaint.

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

6 **FIRST CAUSE OF ACTION**

7 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
8 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

9 **(Against all Defendants by Plaintiff on behalf of Herself, the State of California, and Other**
10 **Current and Former Aggrieved Employees)**

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

12 10. During Plaintiff's employment and continuing through the present, Plaintiff alleges
13 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1197,
14 1198, 2802, and the applicable Wage Orders.

15 11. Specifically, Defendants have committed the following violations of California
16 Labor Code:

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

23 13. Labor Code sections 1194 and 1197 require an employer to compensate employees
24 for all "hours worked" at least at a minimum wage rate of pay as established by the IWC, including
25 Wage Order 5 at section 4.

26 14. In this case, Plaintiff and other current and former aggrieved California-based hourly
27 non-exempt employees worked more minutes per shift than Defendants credited them with having
28 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved

1 California-based hourly non-exempt employees all wages at the applicable minimum wage for all
2 hours worked due to Defendants' policies, practices, and/or procedures including, but not limited
3 to:

4 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
5 non-exempt employees to work off-the-clock before and after clocking in; and

6 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
7 non-exempt employees to remain on-duty after clocking- out for their meal breaks resulting in
8 untimely uninterrupted, duty-free meal breaks of at least 30 minutes for every five hours worked.

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

15 16. 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 17. **Failure to pay wages for overtime hours worked at the overtime rate of pay**
19 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of
20 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer
21 is required to pay hourly employees for all "hours worked," which includes all time that an employee
22 is under control of the employer and all time the employee is suffered and permitted to work. This
23 includes the time an employee spends, either directly or indirectly, performing services that inure to
24 the benefit of the employer.

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

28 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.

19. 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) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to work off-the-clock before and after clocking in; and

(b) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to remain on-duty after clocking-out for their meal breaks resulting in untimely uninterrupted, duty-free meal breaks of at least 30 minutes for every five hours worked.

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

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

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

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

24. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code sections 226.7 and 1198; Wage Order 5 at §11.

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

(a) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to remain on-duty after clocking- out for their meal breaks resulting in untimely uninterrupted, duty-free meal breaks of at least 30 minutes for every five hours worked; and

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

26. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or

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

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

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

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

16 30. California law requires every employer to authorize and permit an employee a rest
17 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
18 section 226.7; Wage Order 5 at §12. Under California law, "[e]mployees are entitled to 10 minutes'
19 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
20 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker*
21 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7;
22 Wage Order 5 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.
23 Wage Order 5 at §12. Additionally, the rest period requirement "obligates employers to permit –
24 and authorizes employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.*
25 (2016) 2 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
26 duties and relinquish control over how employees spend their time. *Id.*

27 31. If the employer fails to authorize or permit a required rest period, the employer must
28 pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the

1 employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage
2 Order 5 at § 12.

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

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

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

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

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

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

26 36. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**
27 **Employment:** California law requires that every employer must indemnify its employees for all
28 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at the

1 obedience of the directions of the employer. Moreover, an employer is prohibited from passing the
2 ordinary business expenses and losses of the employer onto the employee. (Lab. Code, § 2802.)

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

7 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
8 non-exempt employees to use their personal cell phones (including both telephone use and cellular
9 data use) for work-related purposes - without reimbursing Plaintiff and other current and former
10 aggrieved California-based hourly non-exempt employees for such use; and

11 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
12 non-exempt employees to purchase uniforms for work-related purposes - without reimbursing
13 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
14 for those purchases.

15 38. Moreover, Defendants employed policies and procedures which ensured Plaintiff and
16 aggrieved employees would not receive indemnification for their employment related expenses.
17 This practice resulted in Plaintiff and aggrieved employees not receiving such indemnification in
18 compliance with California law.

19 39. Therefore, Defendants are liable to Plaintiff and aggrieved employees for their
20 employment related expenses, including but not limited to costs related to use of their personal cell
21 phones and costs associated with their uniforms pursuant to Labor Code section 2802.

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

25 41. **Failure to timely pay earned wages during employment:** In California, wages
26 must be paid at least twice during each calendar month on days designated in advance by the
27 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages earned
28 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and

1 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
2 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll
3 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
4 calendar days following the close of the payroll period in which wages were earned. Labor Code
5 section 204(d).

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

13 43. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
14 Defendant would further be liable for civil penalties pursuant to Labor Code section
15 2699(f)(2)(B)(ii).

16 44. **Secret payment of lower wages than designated by statute:** Labor Code section
17 223 provides that, where any statute or contract requires an employer to maintain the designated
18 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
19 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
20 failing to pay wages no less than the applicable legal minimum and overtime wages, and meal and
21 rest break premiums, as established by Labor Code sections 226.7, 510, 1194, 1197 and sections 11
22 and 12 of the applicable IWC Wage Orders, as incorporated by Labor Code section 1198,
23 Defendants secretly paid a lower wage than designated by statute while purporting to pay the wages
24 designated by statute, in violation of Labor Code section 223.

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

28 46. **Failure to provide complete and accurate wage statements:** Labor Code section

226, subdivision (a). Labor Code section 226(a) requires an employer to furnish an accurate itemized wage statement in writing showing, among other things, (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 only the last four digits of their social security number or an employee identification number other than a 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.

47. 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 226(a)(1, 2, 5 & 9).

48. Plaintiff believes these failures were willful and intentional.

49. 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).

50. **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).

51. 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

1 their earned wages (including minimum wages, overtime wages, meal period premium wages,
2 and/or rest period premium wages), Defendants failed to pay those employees timely after each
3 employee's termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

4 52. Plaintiff believes these failures were willful and intentional.

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

8 54. Labor Code sections 2699, subdivisions (a) and (k)(1) authorize an aggrieved
9 employee, on behalf of himself or herself and other current or former employees, to bring a civil
10 action to recover civil penalties against all Defendants pursuant to the procedures specified in Labor
11 Code section 2699.3.

12 55. Plaintiff alleges that, on June 3, 2026, she submitted a PAGA Claim Notice through
13 the LWDA's online filing system and provided notice to Defendants by certified mail that identified
14 the specific provisions of the Labor Code alleged to have been violated, including the facts and
15 theories to support the violations alleged.

16 56. Pursuant to Labor Code section 2699.3, if the LWDA intends to investigate the
17 alleged violations, it must notify the employer and aggrieved employee or representative by certified
18 mail within 65 calendar days. Plaintiff alleges that the LWDA did not provide timely notice that it
19 intended to investigate the claims stated in Plaintiff's PAGA Claim Notice.

20 57. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
21 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
22 510, 512, 1194, 1197, 1198, and 2802: During the relevant statute of limitations, subject to any
23 permissible tolling, in the following amounts:

24 a. For violations of Labor Code sections 201, 202, 203, 226(a), 226.7, and 2802,
25 one hundred dollars (\$100) for each aggrieved employee per pay period, subject to the exceptions,
26 reductions, and enhancements set forth in Labor Code section 2699 [penalty amount established by
27 Labor Code section 2699(f)(2)(A)]. For violations of Labor Code section 1197, one hundred dollars
28 (\$100) for each underpaid employee for each pay period for an initial violation that is intentionally

1 committed and two hundred fifty dollars (\$250) for each underpaid employee for each pay period
2 for each subsequent violation of the same specific offense [penalty amounts established by Labor
3 Code section 1197.1(a)(1)-(2)].

4 b. For violations of Labor Code section 226(a), alternatively, two hundred fifty
5 dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per
6 employee for each violation in a subsequent citation [penalty amounts established by Labor Code
7 section 226.3].

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

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

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

22 58. Pursuant to Labor Code section 2699(k)(1), Plaintiff is entitled to an award of
23 reasonable attorneys' fees and costs in connection with her claims for civil penalties.

24 **PRAYER FOR RELIEF**

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

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

28 1. That Defendants be found to have violated the provisions of the Labor Code and the

1 IWC Wage Orders as to the Plaintiff and aggrieved employees;

2 2. For any and all legally applicable penalties during the relevant statute of limitations
3 subject to any permissible tolling, including but not limited to those recoverable under the California
4 Labor Code, including but not limited to sections 210, 225.5, 226.3, 558, 1197.1, and 2699(f);

5 3. For attorneys' fees and costs of suit, including but not limited to those recoverable
6 under California Labor Code section 2699(k)(1); and

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

9
10 Dated: August 11, 2026

LAVI & EBRAHIMIAN, LLP

11
12 By:



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employees