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Attorneys for Plaintiff HARLEY FIRESTONE,  
on behalf of himself and current and former aggrieved employees

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

HARLEY FIRESTONE, on behalf of himself and  
current and former aggrieved employees

Plaintiff,

vs.

EFUEL, LLC; RAMOS OIL CO., INC.; and  
DOES 1 to 100, inclusive,

Defendants.

Case No.: CV2026-2354

**PAGA ACTION**

**PLAINTIFF HARLEY FIRESTONE'S  
COMPLAINT FOR:**

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

**COMES NOW** Plaintiff HARLEY FIRESTONE ("Plaintiff"), who alleges and complains  
against Defendants EFUEL, LLC; RAMOS OIL CO., INC.; and DOES 1 to 100, inclusive  
(collectively "Defendants") as follows:

**I. INTRODUCTION**

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

Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to pay overtime wages at the proper overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages; statutory penalties for failure to timely produce requested employment records; failure to pay wages for accrued paid sick time at the regular rate of pay; statutory penalties for failure to provide accurate wage statements; statutory waiting time penalties in the form of continuation wages for failure to timely pay employees all wages due upon separation of employment; failure to timely pay earned wages during employment; secret payment of wages lower than designated by statute. Plaintiff experienced these violations personally, as well as is informed and believes other aggrieved employees did as well. Plaintiff seeks on a representative basis, following notice to the Labor and Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

## **II. JURISDICTION AND VENUE**

2. This Court has jurisdiction over the claims of Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks civil penalties on behalf of himself, all other current and former aggrieved California-based hourly non-exempt employees, and the State of California in excess of thirty-five thousand dollars (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees occurred in locations throughout California, including but not limited to Yolo County, at 1515 South River Road, West Sacramento, California 95691.

## **III. PARTIES**

3. Plaintiff brings this action as a representative of the Labor and Workforce Development Agency on behalf of himself 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 and former aggrieved California-based hourly non-exempt employees of  
3 Defendants. At all times mentioned herein, the currently named Plaintiff is and was domiciled and  
4 a resident and citizen of California and was employed by Defendants in an hourly position at  
5 Defendants' location in Yolo from in or around June of 2025 until on or about February 19, 2026.

6 4. Plaintiff is informed and believes and thereon alleges that Defendant EFUEL, LLC  
7 is authorized to do business within the State of California and is doing business in the State of  
8 California and/or that Defendants DOES 1-33 are, and at all times relevant hereto were persons  
9 acting on behalf of Defendant EFUEL, LLC in the establishment of, or ratification of, the  
10 aforementioned illegal wage and hour practices or policies. Defendant EFUEL, LLC operates in  
11 Yolo County and employed Plaintiff and aggrieved employees in Yolo County, including but not  
12 limited to, at 1515 South River Road, West Sacramento, California 95691.

13 5. Plaintiff is informed and believes and thereon alleges that Defendant RAMOS OIL  
14 CO., INC. is authorized to do business within the State of California and is doing business in the  
15 State of California and/or that Defendants DOES 34-66 are, and at all times relevant hereto were  
16 persons acting on behalf of Defendant RAMOS OIL CO., INC. in the establishment of, or  
17 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant RAMOS  
18 OIL CO., INC. operates in Yolo County and employed Plaintiff and aggrieved employees in Yolo  
19 County, including but not limited to, at 1515 South River Road, West Sacramento, California 95691.

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

25 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 67  
26 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued  
27 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,  
28 supervisor, independent contractor and/or employee of each defendant who violated or caused to be

1 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the  
2 Industrial Welfare Commission's wage orders regulating hours and days of work.

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

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

12 **FIRST CAUSE OF ACTION**

13 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**  
14 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

15 **(Against all Defendants by Plaintiff on behalf of Himself, the State of California, and Other**  
16 **Current and Former Aggrieved Employees)**

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

18 11. During Plaintiff's employment and continuing through the present, Plaintiff alleges  
19 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 246, 510, 512, 1194,  
20 1197, 1198, 6401.7, 6401.9, 1198.5, and the applicable Wage Orders.

21 12. Specifically, Defendants have committed the following violations of California  
22 Labor Code:

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

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

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

10               (a) Requiring Plaintiff and other current and former aggrieved California-based hourly  
11 non-exempt employees to always remain on duty during their shift by requiring Plaintiff and other  
12 current and former aggrieved California-based hourly non-exempt employees to always keep their  
13 work phones on them and monitored during their shift, including when off the clock during meal  
14 breaks.

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

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

24           18. **Failure to pay wages for overtime hours worked at the overtime rate of pay**  
25 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of  
26 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer  
27 is required to pay hourly employees for all “hours worked,” which includes all time that an employee  
28 is under control of the employer and all time the employee is suffered and permitted to work. This

1 includes the time an employee spends, either directly or indirectly, performing services that inure to  
2 the benefit of the employer.

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

6 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours  
7 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in  
8 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half  
9 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours  
10 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay  
11 for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a  
12 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an  
13 employee.

14 Labor Code section 510.

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

18 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly  
19 non-exempt employees to always remain on duty during their shift by requiring Plaintiff and other  
20 current and former aggrieved California-based hourly non-exempt employees to always keep their  
21 work phones on them and monitored during their shift, including when off the clock during meal  
22 breaks.

23 21. Employee is further informed and believes, and based thereon alleges, that  
24 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.  
25 Defendant would further be liable for civil penalties pursuant to Labor Code section  
26 2699(f)(2)(B)(ii).

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

23. In this case, Plaintiff alleges that when he and other current and former aggrieved

1 California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay  
2 them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all  
3 remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a  
4 policy, practice, and/or procedure of failing to include all remuneration such as, "annual bonus based  
5 on company performance", for example, when calculating Plaintiff's and other current and former  
6 aggrieved California-based hourly non-exempt employees' regular rate of pay for the purpose of  
7 paying overtime.

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

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

21 26. California law requires an employer to authorize or permit an employee an  
22 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of  
23 all duties and the employer relinquishes control over the employee's activities prior to the  
24 employee's sixth hour of work. Labor Code sections 226.7, 512, and 1198; Wage Order 4 at §11;  
25 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ  
26 an employee for a work period of more than ten (10) hours per day without providing the employee  
27 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh  
28 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period

1 shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal  
2 period is only permitted when: (1) the nature of the work prevents an employee from being relieved  
3 of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

4 27. If an employer fails to provide an employee a meal period in accordance with the  
5 law, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay  
6 for each workday that a legally required and compliant meal period was not provided. Labor Code  
7 sections 226.7 and 1198; Wage Order 4 at §11.

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

12 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly  
13 non-exempt employees to always remain on duty during their shift by requiring Plaintiff and other  
14 current and former aggrieved California-based hourly non-exempt employees to always keep their  
15 work phones on them and monitored during their shift, including when off the clock during meal  
16 breaks resulting in meal breaks that were on duty.

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

22 30. Finally, on occasions when Defendants paid 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 meal 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, “annual bonus based on  
28 company performance”, for example, when calculating Plaintiff’s and other current and former

1 aggrieved California-based hourly non-exempt employees' regular rate of pay for the purpose of  
2 paying meal period premium wages.

3 31. 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 during which Defendants did not provide them with meal  
6 periods in compliance with California law.

7 32. 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 33. **Failure to pay wages to hourly non-exempt employees for workdays that**  
11 **Defendants failed to provide legally required and compliant rest periods and/or failure to pay**  
12 **rest period premium:** Plaintiff and other current and former aggrieved California-based hourly  
13 non-exempt employees regularly worked shifts of more than three-and-a-half (3.5) hours.

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

25 35. If the employer fails to authorize or permit a required rest period, the employer must  
26 pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the  
27 employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage  
28 Order 4 at § 12.

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

5           (a) Requiring Plaintiff and other current and former aggrieved California-based hourly  
6 non-exempt employees to always remain on duty during their shift by requiring Plaintiff and other  
7 current and former aggrieved California-based hourly non-exempt employees to always keep their  
8 work phones on them and monitored during their shift, including during rest breaks resulting in rest  
9 breaks that were on duty.

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

15           38. Finally, on occasions when Defendants did pay Plaintiff and other current and former  
16 aggrieved California-based hourly non-exempt employees a "premium" wage for late, missed, short,  
17 on-premise, on-duty, and/or interrupted rest periods, Defendants failed to pay the one (1) additional  
18 hour of pay at Plaintiff's and other current and former aggrieved California-based hourly non-  
19 exempt employees' regular rate of compensation. Specifically, Defendants maintained a policy,  
20 practice, and/or procedure of failing to include all remuneration such as, "annual bonus based on  
21 company performance", for example, when calculating Plaintiff's and other current and former  
22 aggrieved California-based hourly non-exempt employees' regular rate of pay for the purpose of  
23 paying rest period premiums.

24           39. 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           40. 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       41.     **Failure to produce requested employment records:** An employer must afford  
4 current and former employees the right to inspect or receive a copy of records pertaining to their  
5 employment, upon reasonable request to the employer. Labor Code section 226(b). An employer  
6 who receives a request to inspect or receive a copy of records pertaining to a current or former  
7 employee must comply with the request as soon as practicable, but no later than twenty-one (21)  
8 calendar days from the date of the request. Labor Code section 226(c). Additionally, every current  
9 and former employee, or his or her representative, has the right to inspect and receive a copy of the  
10 personnel records that the employer maintains relating to the employee's performance or to any  
11 grievance concerning the employee. Labor Code section 1198.5(a). Upon written request from a  
12 current or former employee or his or her representative, an employer must make the contents of  
13 those personnel records available for inspection or provide a copy of the personnel records to the  
14 current or former employee, or his or her representative, not later than thirty (30) calendar days from  
15 the date the employer receives the written request, subject to some limited exceptions. Labor Code  
16 §1198.5(b)(1). Failure to comply with these requests allows for a civil penalty of seven hundred  
17 fifty dollars (\$750), pursuant to Labor Code sections 1198.5(k) and 226(f).

18       42.     On April 10, 2026, Plaintiff sent a written request through his counsel to Defendants  
19 for his payroll records, timecards, and personnel records pursuant to Labor Code sections 226 and  
20 1198.5. However, Defendants failed to timely produce the requested employment records, in  
21 violation of Labor Code sections 226 and 1198.5. Defendants had not produced any of the requested  
22 employment records as of June 1, 2026.

23       43.     Plaintiff is informed and believes and thereon alleges that other current and former  
24 aggrieved California-based hourly non-exempt employees also sent written requests for their  
25 employment records, but Defendants failed to timely produce the required and requested records, in  
26 violation of Labor Code sections 226 and 1198.5.

27       44.     Plaintiff also believes these failures were malicious, fraudulent, or oppressive.  
28 Employer would further be liable for civil penalties pursuant to Labor Code section

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

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

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

10 47. Here, Plaintiff and other current and former aggrieved California-based hourly non-  
11 exempt employees were employed by Defendants for 30 or more days and were entitled to paid sick  
12 days.

13 48. In this case, Plaintiff alleges that when he and other current and former aggrieved  
14 California-based hourly non-exempt employees elected to use paid sick time, Defendants failed to  
15 pay them sick time wages at the proper sick time rate of pay due to Defendants’ failure to include  
16 all remuneration when calculating the sick time rate of pay. Specifically, Defendants maintained a  
17 policy, practice, and/or procedure of failing to include all remuneration including but not limited to,  
18 “annual bonus based on company performance”, for example, when calculating Plaintiff and other  
19 current and former aggrieved California-based hourly non-exempt employees’ regular rate of pay  
20 for the purpose of paying sick time.

21 49. Defendants’ foregoing policy, practice, and/or procedure resulted in Defendants  
22 failing to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt  
23 employees sick time wages at the proper regular rate of pay, in violation of Labor Code section 246.

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

27 51. **Failure to timely pay earned wages during employment:** In California, wages  
28 must be paid at least twice during each calendar month on days designated in advance by the

1 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages earned  
2 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and  
3 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any  
4 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll  
5 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)  
6 calendar days following the close of the payroll period in which wages were earned. Labor Code  
7 section 204(d).

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

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

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

27         55. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.  
28 Defendant would further be liable for civil penalties pursuant to Labor Code section

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

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

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

22       **58.** Plaintiff believes these failures were willful and intentional.

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

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

1 hours of resignation (Labor Code section 202).

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

7 62. Plaintiff believes these failures were willful and intentional.

8 63. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.  
9 Employer would further be liable for civil penalties pursuant to Labor Code section  
10 2699(f)(2)(B)(ii).

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

15 65. For claims subject to Labor Code section 2699.3(a) or (c), Plaintiff has complied  
16 with the procedures for bringing suit specified in Labor Code section 2699.3. On June 1, 2026,  
17 Plaintiff filed a PAGA Claim Notice with the LWDA and provided notice to Defendants by certified  
18 mail that identified the specific provisions of the Labor Code alleged to have been violated,  
19 including the facts and theories to support the violations alleged.

20 66. For alleged violations subject to Labor Code section 2699.3(a) or (c), the LWDA  
21 must notify the parties by certified mail that it intends to investigate the alleged violations of the  
22 Labor Code within 65 calendar days of the postmark date of the PAGA Claim Notice. The LWDA  
23 failed to provide the parties notice within 65 calendar days of the postmark date of Plaintiff's PAGA  
24 Claim Notice that it intended to investigate Plaintiff's claims.

25 67. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil  
26 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226, 226.7,  
27 246, 510, 512, 1194, 1197, 1198, 1198.5, 6401.7 and 6401.9 for violations occurring during  
28 Plaintiff's employment and continuing through the present, in the following amounts:

1           a.       For violations of Labor Code sections 201, 202, 203, 226(a), 226.7, and 1198;  
2 one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and  
3 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent  
4 violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

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

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

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

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

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1 **PRAYER FOR RELIEF**

2 **WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF AND ON BEHALF OF OTHER**  
3 **AGGRIEVED 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.

14  
15 Dated: August 6, 2026

Respectfully submitted,  
**LAVI & EBRAHIMIAN, LLP**

16  
17 By:

  
\_\_\_\_\_  
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