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MARITZA MARTINEZ,
PAYMON LALEHPOUR, and
JESSICA YEE

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MARITZA MARTINEZ, an individual, and on
behalf of all aggrieved employees; PAYMON
LALEHPOUR, an individual, and on behalf of
all aggrieved employees; JESSICA YEE, an
individual, and on behalf of all aggrieved
employees

Plaintiffs,

vs.

CVS PHARMACY, INC., a Rhode Island
corporation; CVS RX SERVICES, INC., a New
York corporation; GARFIELD BEACH CVS,
L.L.C., a California corporation; and DOES 1
through 50 inclusive

Defendants.

Case No. **26STCV28961**

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF;
ENFORCEMENT ACTION UNDER
THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA
LABOR CODE § 2698, ET SEQ:**

- 1. FAILURE TO PAY OVERTIME
COMPENSATION AND
LIQUIDATED DAMAGES (Lab.
Code, §§ 510, 1194, 1194.2, &
1198);**
- 2. FAILURE TO PAY MINIMUM
WAGES AND LIQUIDATED
DAMAGES (Lab. Code, §§ 1182.12,
1194; 1194.2; 1197; 1197.1; & 1198
and Cal. Code Regs., tit 8, § 11040);**
- 3. FAILURE TO PROVIDE MEAL
PERIODS (Lab. Code, § 226.7
& 512, and Cal. Code Regs., tit. 8, §
11040);**
- 4. FAILURE TO PROVIDE REST
PERIODS (Lab. Code, §§ 226.7 &
512, and Cal. Code Regs. tit. 8, §
11040);**
- 5. FAILURE TO PROVIDE
ACCURATE WAGE
STATEMENTS AND MAINTAIN
ACCURATE PAYROLL
RECORDS (Lab. Code, §§ 226,
subd. (a), 1174, subd. (d), & 1198);**

6. **FAILURE TO REIMBURSE BUSINESS EXPENSES (Lab. Code, §§ 2800 & 2802);**
7. **FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT (Lab. Code, § 203);**
8. **VIOLATION OF LABOR CODE SECTION 558;**
9. **UNFAIR COMPETITION (Bus. & Prof. Code, §§ 17200 et seq.);**
10. **CIVIL PENALTIES FOR VIOLATIONS OF THE CALIFORNIA LABOR CODE, PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT (Lab. Code, §§ 2698, et seq.)**

DEMAND FOR A JURY TRIAL

All allegations in this Complaint are based upon information and belief except for those allegations which pertain to the named Plaintiffs and their counsel. Each allegation has evidentiary support, or is likely to have evidentiary support, after a reasonable opportunity for further investigation and discovery.

I.

JURISDICTION AND VENUE

1. The Court has jurisdiction over this Complaint under Code of Civil Procedure section 410.10. Plaintiffs bring this complaint on their own behalf, on behalf of all aggrieved employees, and the State of California.

2. Venue is proper in the court under Code of Civil Procedure sections 395 and 395.5 because the claims made, and the Labor Code violations as against the persons identified herein, occurred in the County of Los Angeles. Further, each of the Defendants operated their businesses in the County of Los Angeles.

3. The Private Attorney Generals Act ("PAGA") authorizes aggrieved employees to sue directly as the proxy of the State of California for civil penalties for violations of various provisions in the California Labor Code.

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II.

THE PARTIES

PLAINTIFFS

4. MARITZA MARTINEZ (referred to as “MARTINEZ”) is, and at all material times mentioned was:

- (a) An individual who resides in the County of Los Angeles, California;
- (b) Jointly employed as an employee by CVS PHARMACY, INC., a Rhode Island corporation; CVS RX SERVICES, INC., a New York corporation; GARFIELD BEACH CVS, L.L.C., a California corporation; and DOES 1 through 50 inclusive (collectively referred to herein as “CVS” and/or “DEFENDANTS”), from on or about November, 2023, to present as a “Pharmacy Technician” at CVS’s Store No. 8871 located at 13171 Mindano Way, Marina del Rey, CA 90292;
- (c) Did not receive compliant meal periods or meal-period premiums;
- (d) Did not receive compliant rest periods or rest-period premiums; and,
- (e) Did not receive accurate itemized wage statements;

5. PAYMON LALEHPOUR (referred to “LALEHPOUR”) is, and at all material times mentioned was:

- (a) An individual who resides in the County of Los Angeles, California;
- (b) Jointly employed as an employee by CVS PHARMACY, INC., a Rhode Island corporation; CVS RX SERVICES, INC., a New York corporation; GARFIELD BEACH CVS, L.L.C., a California corporation; and DOES 1 through 50 inclusive, from, in relevant part, on or about May, 2025, to on or about June 9, 2026, as a “Pharmacy Manager” at CVS’s Store No. 8871 located at 13171 Mindano Way, Marina del Rey, CA 90292;
- (c) Was not properly paid overtime wages for hours worked;

- 1 (d) Was not properly paid minimum wages for hours worked;
2 (e) Did not receive compliant meal periods or meal-period premiums;
3 (f) Did not receive compliant rest periods or rest-period premiums;
4 (g) Did not receive accurate itemized wage statements;
5 (h) Was not reimbursed for necessary business expenses that he incurred;
6 and,
7 (i) When terminated from his employment, was not paid for overtime
8 wages owed, minimum wages owed, meal period wages owed, and
9 rest period wages owed within the time limits prescribed by Labor
10 Code section 201.

11 6. JESSICA YEE (referred to as “YEE”) is, and at all material times mentioned
12 was:

- 13 (a) An individual who resides in the County of Los Angeles, California;
14 (b) Jointly employed as an employee by CVS PHARMACY, INC., a
15 Rhode Island corporation; CVS RX SERVICES, INC., a New York
16 corporation; GARFIELD BEACH CVS, L.L.C., a California
17 corporation; and DOES 1 through 50 inclusive, from on or about
18 December, 2024, to on or about December, 2025, as a “Staff
19 Pharmacist” at CVS’s Store No. 8871 located at 13171 Mindano Way,
20 Marina del Rey, CA 90292, and from on or about January, 2026, to on
21 or about June 9, 2026, as a “Pharmacy Manager” at CVS’s Store No.
22 9531, located at 4501 W. Slauson Ave., Los Angeles, CA 90043;
23 (c) Was not properly paid overtime wages for hours worked;
24 (d) Was not properly paid minimum wages for hours worked;
25 (e) Did not receive compliant meal periods or meal-period premiums;
26 (f) Did not receive compliant rest periods or rest-period premiums;
27 (g) Did not receive accurate itemized wage statements;
28 (h) Was not reimbursed for business expenses that she paid; and

- 1 (i) When terminated from her employment, was not paid for overtime
2 wages owed, minimum wages owed, meal period wages owed, and
3 rest period wages owed within the time limits prescribed by Labor
4 Code section 201.

5 7. MARTINEZ, LALEHPOUR, and YEE are collectively referred to as
6 “PLAINTIFFS” throughout this Complaint.

7 **DEFENDANTS**

8 8. PLAINTIFFS are informed and believe, and based upon that information and
9 belief allege, that CVS PHARMACY, INC., is, and at all times mentioned was:

- 10 (a) A Rhode Island corporation authorized to conduct business, and
11 actually conducting business, in Los Angeles County, California;
12 (b) Along with CVS RX SERVICES, INC., GARFIELD BEACH CVS,
13 L.L.C., and DOES 1 through 50, inclusive, was the former joint
14 employer of PLAINTIFFS, and all aggrieved employees, as CVS
15 PHARMACY, INC., CVS RX SERVICES, INC., GARFIELD
16 BEACH CVS, L.L.C., and DOES 1 through 50 controlled
17 PLAINTIFFS’, and all aggrieved employees’ wages, hours, working
18 conditions, and how PLAINTIFFS, and all aggrieved employees were
19 paid;
20 (c) Failed to properly pay certain PLAINTIFFS, and all aggrieved
21 employees overtime pay, minimum wages, for missed meal periods,
22 for missed rest periods, failed to provide certain PLAINTIFFS and all
23 aggrieved employees with accurate itemized wage statements, failed
24 to reimburse business expenses incurred by certain PLAINTIFFS and
25 all aggrieved employees in their course and scope of employment, and
26 failed to pay certain PLAINTIFFS and all aggrieved employees for
27 wages due upon termination. Each of these transgressions violated the
28 CAL. LAB. CODE.

1 9. PLAINTIFFS are informed and believe, and based upon that information and
2 belief allege, that CVS RX SERVICES, INC., is, and at all times mentioned was:

- 3 a. A New York corporation authorized to conduct business, and actually
4 conducting business, in Los Angeles County, California;
- 5 b. Along with CVS PHARMACY, INC., GARFIELD BEACH CVS, L.L.C.,
6 and DOES 1 through 50, inclusive, was the former joint employer of
7 PLAINTIFFS, and all aggrieved employees, as CVS PHARMACY, INC.,
8 CVS RX SERVICES, INC., GARFIELD BEACH CVS, L.L.C., and DOES 1
9 through 50 controlled PLAINTIFFS', and all aggrieved employees' wages,
10 hours, working conditions, and how PLAINTIFFS, and all aggrieved
11 employees were paid;
- 12 c. Failed to properly pay certain PLAINTIFFS, and all aggrieved employees
13 overtime pay, minimum wages, for missed meal periods, for missed rest
14 periods, failed to provide certain PLAINTIFFS and all aggrieved employees
15 with accurate itemized wage statements, failed to reimburse business
16 expenses incurred by certain PLAINTIFFS and all aggrieved employees in
17 their course and scope of employment, and failed to pay certain
18 PLAINTIFFS and all aggrieved employees for wages due upon termination.
19 Each of these transgressions violated the CAL. LAB. CODE.

20 10. PLAINTIFFS are informed and believe, and based upon that information and
21 belief allege, that GARFIELD BEACH CVS, L.L.C., is, and at all times mentioned was:

- 22 a. A California corporation authorized to conduct business, and actually
23 conducting business, in Los Angeles County, California;
- 24 b. Along with CVS PHARMACY, INC., CVS RX SERVICES, INC., and
25 DOES 1 through 50, inclusive, was the former joint employer of
26 PLAINTIFFS, and all aggrieved employees, as CVS PHARMACY, INC.,
27 CVS RX SERVICES, INC., GARFIELD BEACH CVS, L.L.C., DOES 1
28 through 50 controlled PLAINTIFFS', and all aggrieved employees' wages,

1 hours, working conditions, and how PLAINTIFFS, and all aggrieved
2 employees were paid;

- 3 c. Failed to properly pay certain PLAINTIFFS, and all aggrieved employees
4 overtime pay, minimum wages, for missed meal periods, for missed rest
5 periods, failed to provide certain PLAINTIFFS and all aggrieved employees
6 with accurate itemized wage statements, failed to reimburse business
7 expenses incurred by certain PLAINTIFFS and all aggrieved employees in
8 their course and scope of employment, and failed to pay certain
9 PLAINTIFFS and all aggrieved employees for wages due upon termination.

10 Each of these transgressions violated the CAL. LAB. CODE.

11 11. CVS PHARMACY, INC., CVS RX SERVICES, INC., GARFIELD BEACH
12 CVS, L.L.C., and DOES 1 through 50 are collectively referred to as “DEFENDANTS” or
13 “CVS” throughout this Complaint.

14 12. The true names and capacities, whether individual, corporate, subsidiary,
15 partnership, associate or otherwise of Defendant DOES 1 through 50, inclusive, are unknown to
16 PLAINTIFFS, who therefore sue these Defendants by those fictitious names under CAL. CIV.
17 PROC. § 474. PLAINTIFFS will seek leave to amend the Complaint to allege the true names
18 and capacities of DOES 1 through 50, inclusive, when they are ascertained.

19 13. PLAINTIFFS are informed and believe, and based upon that information and
20 belief allege, that Defendant DOES 1 through 50 are persons, corporations or other entities
21 which reside in, or are otherwise doing business in the State of California. Each of the
22 Defendant DOES 1 through 50 was the managerial agent, employee, predecessor, successor,
23 joint-venturer, co-conspirator, alter ego and/or representative of one or more of the other
24 Defendants named herein, and acted with permission, authorization and/or ratification and
25 consent of other Defendants.

26 14. PLAINTIFFS are informed and believe, and based upon that information and
27 belief allege, that the Defendants named in this Complaint, including DOES 1 through 50,
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1 inclusive, are responsible in some manner for one or more of the events and happenings that
2 proximately caused the injuries and damages hereinafter alleged.

3 15. PLAINTIFFS are informed and believe, and based upon that information and
4 belief allege, that the Defendants named in this Complaint, including DOES 1 through 50,
5 inclusive, are, and at all times mentioned herein were, the agents, servants, and/or employees of
6 each of the other Defendants, and that each Defendant was acting within the course of scope of
7 his, hers, or its authority as the agent, servant and/or employee of each of the other Defendants.
8 Consequently, all the Defendants are jointly and severally liable to PLAINTIFFS, and all
9 aggrieved employees for their damages sustained as a proximate result of Defendants' conduct.

10 16. PLAINTIFFS are informed and believe, and based upon that information and
11 belief allege, that the Defendants named in this Complaint, including DOES 1 through 50,
12 inclusive, knowingly and willfully acted in concert, conspired and agreed together among
13 themselves and entered into a combination and systemized campaign of activity to *inter alia*
14 damage PLAINTIFFS, and all aggrieved employees and to otherwise consciously and/or
15 recklessly act in derogation of PLAINTIFFS', and all aggrieved employees' rights, and the trust
16 reposed by PLAINTIFFS, and all aggrieved employees in each of the Defendants, the acts being
17 negligently and/or intentionally inflicted. Their conspiracy, and Defendants' concerted actions,
18 were such that, to PLAINTIFFS' information and belief, and to all appearances, Defendants
19 represented a unified body so that the actions of one Defendant were accomplished in concert
20 with, and with the knowledge, ratification, authorization and approval of each of the other
21 Defendants.

22 **ALTER-EGO ALLEGATIONS**

23 17. PLAINTIFFS are informed and believe, and based upon that information and
24 belief allege, that:

25 (a) At all relevant times, CVS PHARMACY, INC.; CVS RX SERVICES, INC.;
26 GARFIELD BEACH CVS, L.L.C.; and DOES 1 through 50, and each of them, were and
27 are the alter egos of one another;
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1 (b) DEFENDANTS CVS PHARMACY, INC., CVS RX SERVICES, INC., 1930
2 CVS RX SERVICES, INC., GARFIELD BEACH CVS, L.L.C., 1085 GARFIELD BEACH
3 CVS, L.L.C., and DOES 1 through 50, inclusive, and each of them, share common
4 ownership, common officers and/or directors, common management, commingled funds
5 and assets, and integrated payroll, human-resources, scheduling, and timekeeping policies
6 and practices, and hold themselves out to PLAINTIFFS and all aggrieved employees as a
7 single, integrated enterprise operating under the “CVS” name;

8 (c) DEFENDANTS CVS PHARMACY, INC., CVS RX SERVICES, INC.,
9 GARFIELD BEACH CVS, L.L.C., and DOES 1 through 50, inclusive, were and are
10 completely controlled, dominated, managed and operated by one another, and each of them,
11 so that each was and is a mere shell, instrumentality, and/or conduit through which the
12 others conducted some or all of their business; and

13 (d) Adherence to the fiction of the separate existence of DEFENDANTS CVS
14 PHARMACY, INC., CVS RX SERVICES, INC., GARFIELD BEACH CVS, L.L.C., and
15 DOES 1 through 50, inclusive, as entities distinct from one another would permit an abuse
16 of the corporate and limited-liability privilege and would sanction fraud or promote
17 injustice in that, among other things, it would enable each of these DEFENDANTS to avoid
18 liability and to defraud its creditors, including PLAINTIFFS and all aggrieved employees,
19 the effect of which would be to render each DEFENDANT financially unable to respond to
20 a monetary judgment awarded against each or any of them in this action.

21 18. PLAINTIFFS and all persons employed by DEFENDANTS in California who
22 received at least one wage statement are “aggrieved employees” as defined by CAL. LAB. CODE
23 § 2699 in that they are all current or former employees of DEFENDANTS, and one or more of
24 the alleged violations was committed against them.

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1 III.

2 **PAGA REPRESENTATIVE ALLEGATIONS**

3 19. At all times herein set forth, PAGA provides that any provision of law under
4 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
5 assessed and collected by the LWDA for violations of the Labor Code and applicable IWC
6 Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action
7 brought on behalf of themselves and other current or former employees pursuant to
8 procedures outlined in Labor Code section 2699.3.

9 20. PAGA defines an “aggrieved employee” in Labor Code section 2699,
10 subdivision (c) as “any person who was employed by the alleged violator and against whom
11 one or more of the alleged violations was committed.”

12 21. PLAINTIFFS and other current and former employees of DEFENDANTS are
13 “aggrieved employees” as defined by Labor Code section 2699, subdivision (c) in that they
14 are all Defendants’ current or former employees and one or more of the alleged violations
15 were committed against them.

16 22. On July 3, 2026, PLAINTIFF MARTINEZ, PLAINTIFF LALEHPOUR, and
17 PLAINTIFF YEE each provided written notice by online filing to the LWDA, by Certified
18 Mail to CVS PHARMACY, INC., CVS RX SERVICES, INC., and GARFIELD BEACH
19 CVS, L.L.C., of the specific provisions of the California Labor Code alleged to have been
20 violated, including facts and theories to support the alleged violations, in accordance with
21 Labor Code section 2699.3. PLAINTIFFS’ notices was accompanied with the applicable
22 filing fee of seventy-five dollars (\$75). The LWDA PAGA Administrator confirmed receipt
23 of PLAINTIFFS’ notices and assigned PLAINTIFFS PAGA Case Number LWDA-CM-
24 1188658-26.

25 23. PLAINTIFFS have satisfied the administrative prerequisites under Labor
26 Code sections 2699.3, subdivision (a) and 2699.3, subdivision (c) to recover civil penalties
27 against DEFENDANTS for violations of Labor Code sections 201, 202, 203, 226, 226.7,
28 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802.

1 24. Labor Code section 558, subdivision (a) provides, “Any employer or other
2 person acting on behalf of an employer who violates, or causes to be violated, a section of
3 this chapter or any provision regulating hours and days of work in any order of the
4 Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any
5 initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
6 which the employee was underpaid....(2) For each subsequent violation, one hundred
7 dollars (\$100) for each underpaid employee for each pay period for which the employee
8 was underpaid....” Labor Code section 558, subdivision (d) provides, “The civil penalties
9 provided for in this section are in addition to any other civil or criminal penalty provided
10 by law.”

11 25. DEFENDANTS, at all times relevant to this complaint, were employers or
12 persons acting on behalf of an employer(s) who violated PLAINTIFFS’ and other aggrieved
13 employees’ rights by violating various sections of the Labor Code as set forth above.

14 26. As set forth below, DEFENDANTS have violated numerous provisions of
15 both the Labor Code sections regulating hours and days of work as well as the applicable
16 IWC Wage Order.

17 27. Pursuant to PAGA, and in particular, Labor Code sections 2699, subdivision
18 (a), 2699.3, subdivision (a), 2699.3, subdivision (c), 2699.5, and section 558,
19 PLAINTIFFS, acting in the public interest as a private attorney general, seeks assessment
20 and collection of civil penalties for himself, all other aggrieved employees, and the State of
21 California against DEFENDANTS for violations of Labor Code sections 201, 202, 203,
22 226, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800,
23 and 2802.

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1 IV.

2 **THE CONDUCT**

3 28. DEFENDANTS own and operate a chain of drug stores and pharmacies, with
4 many locations in California. Upon information and belief, CVS implements uniform,
5 standardized policies and practices affecting all of its misclassified, or non-exempt, hourly
6 paid employees in California including PLAINTIFFS.

7 29. DEFENDANTS' business requires the use of "non-exempt" employees as
8 defined by the California Labor Code and IWC Wage Order No. 4-2001 (as amended),
9 including but not limited to pharmacists, staff pharmacists, pharmacy technicians,
10 pharmacy managers, pharmacy clerks, cashiers, and other pharmacy, administrative, and
11 support staff.

12 30. DEFENDANTS jointly employed PLAINTIFF MARTINEZ from on or about
13 November, 2023, to the present, as a "Pharmacy Technician" at CVS's Store No. 8871
14 located at 13171 Mindano Way, Marina del Rey, CA 90292.

15 31. DEFENDANTS paid PLAINTIFF MARTINEZ approximately \$22.95 per hour.
16 PLAINTIFF MARTINEZ's job duties included, without limitation, the preparation, packaging,
17 and dispensing of prescription medications; the processing of prescriptions; customer service;
18 addressing inventory and hazardous waste disposal; and, cashiering, for DEFENDANTS, in
19 California.

20 32. DEFENDANTS jointly employed PLAINTIFF LALEHPOUR from, in
21 relevant part, on or about May, 2025, to on or about June 9, 2026, as a "Pharmacy
22 Manager" at CVS's Store No. 8871 located at 13171 Mindano Way, Marina del Rey, CA
23 90292.

24 33. DEFENDANTS paid PLAINTIFF LALEHPOUR approximately \$84.54 per
25 hour. PLAINTIFF LALEHPOUR's job duties included, without limitation, dispensing
26 prescription medications and provision of advice on their safe use to clients, scheduling staff,
27 assisting with customer complaints and board of pharmacy complaints, and training staff for
28 DEFENDANTS, in California.

1 34. DEFENDANTS jointly employed PLAINTIFF YEE from on or about
2 December, 2024, to on or about December, 2025, as a “Staff Pharmacist” at CVS’s Store
3 No. 8871 located at 13171 Mindano Way, Marina del Rey, CA 90292. From on or about
4 January, 2026, to on or about June 9, 2026, DEFENDANTS jointly employed PLAINTIFF
5 YEE as a “Pharmacy Manager” at CVS’s Store No. 9531, located at 4501 W. Slauson Ave.,
6 Los Angeles, CA 90043.

7 35. DEFENDANTS paid PLAINTIFF YEE approximately \$81.20 per hour.
8 PLAINTIFF YEE’s job duties included, without limitation, dispensing prescription medications
9 and provision of advice on their safe use to clients, scheduling staff, regulatory compliance,
10 inventory, and immunization services for DEFENDANTS, in California.

11 36. DEFENDANTS exercised complete and unfettered control over
12 PLAINTIFFS’, and all aggrieved employees’ work schedules; their hours worked; their
13 rates of pay and methods of payment; dictated how PLAINTIFFS, and all aggrieved
14 employees, would actually perform their jobs; and dictated if and when PLAINTIFFS and
15 all aggrieved employees could take meal or rest breaks. PLAINTIFFS and all aggrieved
16 employees could not exercise discretion and independent judgment regarding the tasks they
17 performed. PLAINTIFFS and all aggrieved employees had to obtain approval on any action
18 taken in the course of working for DEFENDANTS. PLAINTIFFS and all aggrieved
19 employees also did not have authority to hire or fire employees nor did he have any input
20 regarding whether to hire and fire employees. Therefore, under California Code of
21 Regulations, title 8, section 11040, subdivision (1), the provisions of the applicable
22 California Wage Order apply to PLAINTIFFS and all aggrieved employees. PLAINTIFFS
23 and all aggrieved employees were not exempt employees.

24 37. DEFENDANTS typically scheduled and employed PLAINTIFF
25 LALEHPOUR, in store, for at least forty (40) hours per week. In addition, DEFENDANTS
26 required PLAINTIFF LALEHPOUR to perform employee scheduling tasks at home on
27 weekends, for approximately two (2) hours each weekend, unpaid. DEFENDANTS also
28 required PLAINTIFF LALEHPOUR to be constantly available to address scheduling issues

1 and lower-level staff's questions while he was not in the store, requiring PLAINTIFF
2 LALEHPOUR to spend at least one (1) hour each evening, seven (7) nights per week,
3 unpaid, addressing issues and questions that staff posed to him via phone and text message.
4 Much of this time was due to CVS's policy requiring PLAINTIFF LALEHPOUR to set
5 schedules three weeks in advance when most employees had other commitments occur in
6 the meanwhile.

7 38. DEFENDANTS typically scheduled and employed PLAINTIFF YEE, in store,
8 for at least forty (40) hours per week. Additionally, DEFENDANTS required PLAINTIFF YEE
9 to perform employee scheduling tasks [including predictive scheduling and fair workweek
10 paperwork], and address staff questions, at home, for approximately one (1) hour each Saturday,
11 unpaid. DEFENDANTS also required PLAINTIFF YEE to address scheduling issues and staff
12 questions for approximately thirty (30) minutes each evening, six (6) nights per week, unpaid.
13 Much of this time spent was due to CVS's policy requiring PLAINTIFF YEE to set schedules
14 three weeks in advance when most employees had other commitments occur in the meanwhile;
15 DEFENDANTS encouraged PLAINTIFF YEE to do scheduling activities at home due to slow
16 internet in CVS's store.

17 39. DEFENDANTS required PLAINTIFFS LALEHPOUR and YEE, and all
18 aggrieved employees, to work more than eight (8) hours in a day or more than forty (40) hours
19 per week without proper overtime compensation.

20 40. DEFENDANTS required that PLAINTIFFS LALEHPOUR and YEE, and all
21 aggrieved employees, work hours without paying compensation at the minimum wage.

22 41. DEFENDANTS have a policy in their pharmacies of disciplining staff and their
23 respective management when meal periods were missed, were not taken at appropriate times, or
24 were interrupted. DEFENDANTS also allowed low-level "management" to change clock-out
25 and clock-in times for meal periods. DEFENDANTS provided inadequate staffing in their
26 stores, and their employees regularly had to miss meal periods, took meal periods at incorrect
27 times, or had meal periods cut short or interrupted. These policies, when combined, led to
28 DEFENDANTS' employees requesting that "management," or other same-level "management,"

1 change meal-period clock-out and clock-in times to reflect proper meal periods being taken, and
2 management readily approving those requests. DEFENDANTS' employees then did not receive
3 appropriate meal-period penalty wages for non-compliant or non-existent meal periods.

4 42. From on or about November, 2023, to on or about May, 2025, approximately one
5 (1) time per month, PLAINTIFF MARTINEZ would receive her meal periods late [after her
6 fifth hour of work], and DEFENDANTS would change MARTINEZ's meal-period clock-out
7 and clock-in times to reflect a meal period taken at the appropriate time. Additionally, after
8 May, of 2025, on approximately seven (7) occasions, where meal periods were provided, they
9 were either shorter in duration than 30 minutes, were provided at incorrect times, or were
10 interrupted; on those occasions, DEFENDANTS would change PLAINTIFF MATINEZ's meal-
11 period clock-out and clock-in times to reflect compliant meal periods taken.

12 43. DEFENDANTS routinely failed to provide PLAINTIFF LALEHPOUR and all
13 aggrieved employees with compliant thirty (30) minute meal periods during shifts in excess of
14 five (5) hours. Where meal periods were provided, they were either shorter in duration than 30
15 minutes, were provided at incorrect times, or were interrupted. DEFENDANTS effectively
16 maintained control over PLAINTIFF LALEHPOUR during the meal periods that were
17 provided. Additionally, DEFENDANTS would frequently change PLAINTOFF
18 LALEHPOUR's meal-period clock-out and clock-in times to reflect compliant meal periods
19 taken.

20 44. DEFENDANTS routinely failed to provide PLAINTIFF YEE, during her tenure
21 at CVS's Slauson Ave. store, and all aggrieved employees, with compliant thirty (30) minute
22 meal periods during shifts in excess of five (5) hours. Where meal periods were provided, they
23 were either shorter in duration than 30 minutes, were provided at incorrect times, or were
24 interrupted. DEFENDANTS effectively maintained control over PLAINTIFF YEE during the
25 meal periods that were provided. Additionally, DEFENDANTS would frequently change
26 PLAINTIFF YEE's meal-period clock-out and clock-in times to reflect compliant meal periods
27 taken.
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1 45. On each day where a code-compliant thirty (30) minute meal period was not
2 provided to PLAINTIFFS, and all aggrieved employees, DEFENDANTS failed to pay
3 PLAINTIFFS, and all aggrieved employees, one additional hour of pay at their regular rates of
4 pay.

5 46. Approximately twice per week, MARTINEZ is unable to take her second rest
6 period due to understaffing and work demands.

7 47. DEFENDANTS routinely failed to provide PLAINTIFFS LALEHPOUR and
8 YEE, and all aggrieved employees, with a code compliant ten (10) minute net rest period for
9 every four (4) hours or major fraction thereof worked. Where rest periods were provided, they
10 were shorter in duration than 10 minutes, were interrupted, or were not provided every four (4)
11 hours or major fraction thereof worked. DEFENDANTS effectively maintained control over
12 PLAINTIFFS LALEHPOUR AND YEE and all aggrieved employees during rest periods that
13 were provided.

14 48. On each day when code-compliant ten (10) minute rest periods were not
15 provided to PLAINTIFFS and all aggrieved employees, DEFENDANTS failed to pay
16 PLAINTIFFS and all aggrieved employees one additional hour of pay at their regular rates of
17 pay.

18 49. Under California law, an employee who works more than four (4) hours, or
19 major fraction thereof, is entitled to a compensated rest period of 10 minutes. An employee who
20 works more than five (5) hours in a day is entitled to a meal period of at least 30 minutes, and a
21 second meal period of at least 30 minutes if he or she works more than 10 hours in a workday.
22 (CAL. LAB. CODE § 512(a).) An employer that fails to provide a rest or meal period that satisfies
23 the requirements of the applicable IWC Wage Order 4-2001 (as amended) must pay a premium
24 to the employee of one additional hour of pay at the employee's regular rate for each day that a
25 meal or rest period was not provided. (CAL. LAB. CODE § 226.7(b).)

26 50. DEFENDANTS' wage statements for PLAINTIFFS and other aggrieved
27 employees did not conform with CAL. LAB. CODE § 226. DEFENDANTS were required to
28 provide PLAINTIFFS and other aggrieved employees with wage statements that accurately

1 reflected such items as PLAINTIFFS' and other aggrieved employees' hours worked, including
2 overtime wages, minimum wages, missed meal periods, and missed rest periods.

3 51. DEFENDANTS' wage statements for PLAINTIFF MARTINEZ, and other
4 aggrieved employees, fail to accurately reflect MARTINEZ's and other aggrieved employees'
5 hours worked, including missed meal periods, and missed rest periods. Further,
6 DEFENDANTS' wage statements for PLAINTIFF MARTINEZ list the improper employer
7 entity, "1085 Garfield Beach CVS, L.L.C.," which is not believed to exist, whereas "Garfield
8 Beach CVS, L.L.C." does exist.

9 52. DEFENDANTS' wage statements for PLAINTIFFS LALEHPOUR and YEE,
10 and other aggrieved employees, fail to accurately reflect their hours worked, including
11 overtime wages, minimum wages, missed meal periods, and missed rest periods. Further,
12 DEFENDANTS' wage statements for PLAINTIFFS LALEHPOUR and YEE list the
13 improper employer entity, "1930 CVS RX Services, Inc.," which is not believed to exist,
14 whereas "CVS RX Services, Inc." does exist. In addition, upon DEFENDANTS'
15 termination of PLAINTIFFS LALEHPOUR and YEE, each was provided a pre-paid debit
16 card with no corresponding wage statement, and no known method of obtaining a wage
17 statement, as each was already locked out of all portals that would have enabled them to
18 view their wage statements. PLAINTIFF YEE received an additional unidentifiable wage
19 statement from DEFENDANTS, via mail, on or about June 26, 2026.

20 53. DEFENDANTS failed to reimburse PLAINTIFFS LALEHPOUR and YEE,
21 and all aggrieved employees, for all necessary expenditures incurred in their course and
22 scope of employment. In the course and scope of their employment, PLAINTIFF
23 LALEHPOUR incurred necessary business expenses including his personal internet plan,
24 personal cell phone, and personal cell phone plan, and PLAINTIFF YEE incurred necessary
25 business expenses including her personal computer, personal internet plan, personal cell
26 phone, and personal cell phone plan. DEFENDANTS required PLAINTIFFS LALEHPOUR
27 and YEE to use their personal cell phones and personal cell phone plans to communicate,
28 via phone, text message, and applications, with other CVS employees, and to schedule

1 other employees using a computer connected to their personal internet plans.
2 DEFENDANTS did not reimburse PLAINTIFFS LALEHPOUR and YEE, and other
3 aggrieved employees, for these necessary business expenses incurred in the course and
4 scope of their employment, or the reimbursements provided were inadequate.

5 54. CAL. LAB. CODE section 201(a) provides that a discharged employee's unpaid
6 wages are due and payable immediately. Under CAL. LAB. CODE § 202(a), when an employee
7 not having a written contract for a definite period is terminated, his or her wages become
8 immediately due and payable. CAL. LAB. CODE section 203(a) provides, "If an employer
9 willfully fails to pay, without abatement or reduction, in accordance with Sections [201 and
10 202], any wages of an employee who is discharged or who quits, the wages of the employee
11 shall continue as a penalty from the due date thereof at the same rate until paid or until an action
12 therefore is commenced; but the wages shall not continue for more than 30 days."

13 55. Upon DEFENDANTS' June 9, 2026, termination of PLAINTIFFS
14 LALEHPOUR and YEE, DEFENDANTS willfully failed to provide PLAINTIFFS
15 LALEHPOUR and YEE with any payment until at least one day after they were terminated.
16 DEFENDANTS provided PLAINTIFFS LALEHPOUR and YEE with a pre-paid debit card that
17 was not active until, at earliest, June 10, 2026, and did not provide any known option to receive
18 a check or direct deposit of those funds. Then, on June 16, 2026, PLAINTIFFS LALEHPOUR
19 and YEE, were each provided with another unidentifiable payment. PLAINTIFFS
20 LALEHPOUR and YEE, and all aggrieved employees whose employment has been terminated
21 during the applicable statutory period, are entitled to one day's wages for each day they were
22 not timely paid all wages due, up to a maximum of 30 days' wages.

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FIRST CAUSE OF ACTION
FOR FAILURE TO PAY OVERTIME COMPENSATION AND LIQUIDATED
DAMAGES

(Lab. Code, §§ 510, 1194, 1194.2 & 1198)

**(By PLAINTIFFS LALEHPOUR and YEE, on their own behalf, and against all
DEFENDANTS)**

56. PLAINTIFFS repeat and re-allege each and every allegation contained in paragraphs 1 through 55, inclusive, of this Complaint, and incorporate the same herein by this reference as though fully set forth herein.

57. Under the applicable IWC Wage Order 4-2001 (as amended), DEFENDANTS were the joint employers of PLAINTIFFS LALEHPOUR and YEE.

58. Labor Code section 510 provides that employees in California shall not be employed more than 8 hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

59. California Code of Regulations, title 8, section 11040, subdivision (3)(A)(1) provides that overtime hours shall be compensated at: (a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

60. Labor Code section 1194 establishes an employee's right to recover unpaid overtime compensation, interest thereon, together with the costs of suit, and attorneys' fees.

61. Labor Code Section 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

62. Labor Code section 1194.2 establishes an employee's right to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon in an action for payment of a wage less than the minimum wage fixed by the Industrial

1 Welfare Commission or by statute.

2 63. At all times relevant hereto, PLAINTIFFS LALEHPOUR and YEE worked
3 more than eight (8) hours in a workday, and/or 40 hours in a workweek as employees of
4 DEFENDANTS, including the unpaid off-the-clock scheduling and staff-support work
5 described *supra*.

6 64. At all times relevant hereto, DEFENDANTS failed to pay overtime
7 compensation to PLAINTIFFS LALEHPOUR and YEE for the hours they worked in excess
8 of the maximum hours permissible by law as required by Labor Code sections 510, 1194,
9 and 1198.

10 65. DEFENDANTS acted intentionally, oppressively, and maliciously toward
11 PLAINTIFFS LALEHPOUR and YEE, with a conscious disregard of their rights, or the
12 consequences to them, with the intent of depriving them of property and legal rights and
13 otherwise causing their injury. By virtue of DEFENDANTS' unlawful failure to pay
14 overtime wages, PLAINTIFFS LALEHPOUR and YEE have suffered, and will continue to
15 suffer, damages in amounts that are presently unknown to them, but which exceed the
16 jurisdictional limits of the court, and which will be ascertained according to proof at trial.

17 66. PLAINTIFFS LALEHPOUR and YEE seek to recover overtime wages
18 according to proof, interest, and the assessment of all applicable statutory penalties against
19 DEFENDANTS, in a sum as provided by the Labor Code and/or other statutes.
20 PLAINTIFFS also seek to recover liquidated damages as provided by Labor Code section
21 1194.2, and reasonable attorneys' fees and costs.

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SECOND CAUSE OF ACTION
FOR FAILURE TO PAY MINIMUM WAGES AND LIQUIDATED DAMAGES
(Lab. Code, §§ 1182.12, 1194, 1194.2, 1197, 1197.1, & 1198, and Cal. Code Regs., tit. 8,
§ 11040)
(By PLAINTIFFS LALEHPOUR and YEE, on their own behalf, and against all
DEFENDANTS)

67. PLAINTIFFS repeat and re-allege paragraphs 1 through 66, inclusive, of this Complaint and incorporate the same herein by this reference as though fully set forth herein.

68. Labor Code sections 1182.12, 1197, and 1197.1 require employers to pay employees the minimum wage fixed by the California Industrial Welfare Commission. The payment of a lesser wage than the minimum so fixed is unlawful.

69. Compensable work time is defined in Industrial Wage Order No. 4 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” (Cal. Code Regs., tit. 8, § 11040, subd. (2)(K) [defining “Hours Worked”].)

70. Labor Code section 1194 establishes an employee’s right to recover unpaid wage compensation, interest thereon, together with the costs of suit, and attorneys’ fees.

71. Labor Code section 1194.2 establishes an employee’s right to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon in an action for payment of a wage less than the minimum wage fixed by the Industrial Welfare Commission or by statute.

72. DEFENDANTS failed to properly pay PLAINTIFFS LALEHPOUR and YEE for all hours worked at the legal minimum wage.

73. DEFENDANTS acted intentionally, oppressively, and maliciously toward PLAINTIFFS LALEHPOUR and YEE with a conscious disregard of their rights, or the consequences to them, with the intent of depriving them of property and legal rights and otherwise causing their injury. By virtue of DEFENDANTS’ unlawful failure to pay wages, PLAINTIFFS LALEHPOUR and YEE have suffered, and will continue to suffer, damages in an

1 amount that is presently unknown to them, but which exceeds the jurisdictional limits of the
2 court, and which will be ascertained according to proof at trial.

3 74. PLAINTIFFS LALEHPOUR and YEE seek to recover minimum wages
4 according to proof, interest, and the assessment of all applicable statutory penalties against
5 DEFENDANTS, in a sum as provided by the Labor Code and/or other statutes. PLAINTIFFS
6 LALEHPOUR and YEE also seek to recover liquidated damages as provided by Labor Code
7 section 1194.2, and reasonable attorneys' fees and costs.

8 **THIRD CAUSE OF ACTION**

9 **FOR FAILURE TO PROVIDE MEAL PERIODS**

10 **(Lab. Code §§ 226.7 & 512, and Cal. Code Regs., tit. 8, § 11040)**

11 **(By PLAINTIFFS MARTINEZ, LALEHPOUR, and YEE, on their own behalf, and**
12 **against all DEFENDANTS)**

13 75. PLAINTIFFS repeats and re-allege each and every allegation contained in
14 paragraphs 1 through 74, inclusive, of this Complaint and they are incorporated herein by
15 this reference.

16 76. Labor Code sections 226.7 and 512, and California Code of Regulations, title
17 8, section 11040, subdivision (11)(A) provide that an employee who works more than 5
18 hours in a day is entitled to a meal period of at least 30 minutes, and a second meal period
19 of at least 30 minutes if he or she works more than 10 hours in a workday.

20 77. Labor Code section 226.7 and California Code of Regulations, title 8, section
21 11040, subdivision (11)(B) provide that if an employer fails to provide an employee a meal
22 period in accordance with the section, the employer shall pay the employee one hour of pay
23 at the employee's regular rate of compensation for each workday that the meal period is not
24 provided.

25 78. At all times relevant hereto, PLAINTIFFS worked more than five (5) hours
26 in a workday for DEFENDANTS.

27 79. DEFENDANTS failed to provide PLAINTIFFS with compliant 30-minute
28 meal periods during shifts in excess of five (5) hours. When meal periods were provided,

1 they were either shorter in duration than 30 minutes, were provided at incorrect times, or
2 were interrupted, as detailed above with respect to each PLAINTIFF.. DEFENDANTS
3 effectively maintained control over PLAINTIFFS during the meal periods that were
4 provided. On each day where a compliant 30-minute meal period was not provided to
5 PLAINTIFFS, DEFENDANTS failed to pay PLAINTIFFS one additional hour of pay at
6 PLAINTIFFS' regular rate of pay.

7 80. DEFENDANTS intentionally and improperly denied meal periods to
8 PLAINTIFF, in violation of Labor Code sections 226.7 and 512 and California Code of
9 Regulations, title 8, section 11040, subdivision (11)(A) and other regulations and statutes.

10 81. By virtue of the DEFENDANTS' unlawful failure to provide meal periods to
11 PLAINTIFFS, PLAINTIFFS have suffered and will continue to suffer, damages in amounts
12 that are presently unknown to PLAINTIFFS, but which exceed the jurisdictional limits of
13 the court, and which will be ascertained according to proof at trial.

14 82. PLAINTIFFS are informed and believe, and based upon that information and
15 belief allege, that DEFENDANTS purposely elected not to provide meal periods to their
16 hourly paid employees. DEFENDANTS acted intentionally, oppressively, and maliciously
17 toward PLAINTIFFS with a conscious disregard of their rights, or the consequences to
18 PLAINTIFFS, with the intent of depriving PLAINTIFFS of property and legal rights and
19 otherwise causing PLAINTIFFS injury.

20 83. PLAINTIFFS seek to recover meal-period compensation according to proof,
21 interest, and all applicable statutory penalties against DEFENDANTS, in a sum as provided
22 by the Labor Code and/or other statutes, and reasonable attorneys' fees and costs.

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1 **FOURTH CAUSE OF ACTION**

2 **FOR FAILURE TO PROVIDE REST PERIODS**

3 **(Lab. Code, §§ 226.7 & 512, 516, and Cal. Code Regs., tit. 8, § 11040)**

4 **(By PLAINTIFFS MARTINEZ, LALEHPOUR, and YEE, on their own behalf, and**
5 **against all DEFENDANTS)**

6 84. PLAINTIFFS repeats and re-allege each and every allegation contained in
7 paragraphs 1 through 83, inclusive, of this Complaint and they are incorporated herein by
8 this reference.

9 85. Labor Code section 226.7 and California Code of Regulations, title 8, section
10 11040, subdivision (12)(A) provide that employers shall authorize and permit all employees
11 to take rest periods at the rate of 10 minutes net rest time per four (4) hours or major
12 fraction thereof, of work.

13 86. Labor Code section 226.7 and California Code of Regulations, title 8, section
14 11040, subdivision (12)(B) provide that if an employer fails to provide an employee with
15 rest periods in accordance with those statutes, the employer shall pay the employee one
16 hour of pay at the employee's regular rate of compensation for each workday that the rest
17 period was not provided.

18 87. The Wage Order provides a separate remedy for violations of meal-period
19 requirements and violations of rest-period requirements and section 226.7 allows recovery
20 of up to two premium payments per workday – one for each type of violation. (*United*
21 *Parcel Service, Inc. v. Superior Court* (2011) 196 Cal.App.4th 57, 69.)

22 88. At all times relevant, PLAINTIFFS worked more than four (4) hours in a
23 workday for DEFENDANTS.

24 89. At all times relevant, DEFENDANTS failed to provide rest periods to
25 PLAINTIFFS as required by Labor Code section 226.7 and California Code of Regulations,
26 title 8, section 11040, subdivision (12)(A). Among other things, approximately twice per
27 week DEFENDANTS failed to provide PLAINTIFFS LALEHPOUR and YEE with
28 compliant 10-minute rest periods for every four (4) hours or major fraction thereof worked.

1 90. DEFENDANTS effectively maintained control over PLAINTIFFS during rest
2 periods that were provided. On each day where compliant 10-minute rest periods were not
3 provided to PLAINTIFFS, DEFENDANTS failed to pay PLAINTIFFS one additional hour
4 of pay at his regular rate of pay.

5 91. DEFENDANTS have intentionally and improperly denied rest periods to
6 PLAINTIFFS in violation of Labor Code sections 226.7 and 512 and California Code of
7 Regulations, title 8, section 11040, subdivision (12)(A).

8 92. By virtue of the DEFENDANTS' unlawful failure to provide rest periods to
9 PLAINTIFFS, PLAINTIFFS have suffered, and will continue to suffer, damages in
10 amounts that are presently unknown to PLAINTIFFS, but which exceed the jurisdictional
11 limits of the court, and which will be ascertained according to proof at trial.

12 93. PLAINTIFFS are informed and believe, and based upon that information and
13 belief allege, that DEFENDANTS knew or should have known that PLAINTIFFS were
14 entitled to rest periods and purposely elected not to provide compliant rest periods.
15 DEFENDANTS acted intentionally, oppressively, and maliciously toward PLAINTIFFS,
16 with a conscious disregard of their rights or the consequences to PLAINTIFFS, with the
17 intent of depriving PLAINTIFFS of property and legal rights and otherwise causing
18 PLAINTIFFS injury.

19 94. PLAINTIFFS seek to recover rest-period compensation according to proof,
20 interest, and all applicable statutory penalties against DEFENDANTS, in a sum as provided
21 by the Labor Code and/or other statutes, and reasonable attorneys' fees and costs.

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FIFTH CAUSE OF ACTION
FOR FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS AND
MAINTAIN ACCURATE PAYROLL RECORDS

(Lab. Code, 226, subd. (a), 1174, subd. (d), & 1198)

**(By PLAINTIFFS MARTINEZ, LALEHPOUR, and YEE, on their own behalf, and
against all DEFENDANTS)**

95. PLAINTIFFS repeat and re-allege each and every allegation contained in paragraphs 1 through 94, inclusive, of this Complaint and they are incorporated herein by this reference.

96. Labor Code section 226, subdivision (a) requires employers to provide non-exempt employees with detailed and accurate wage statements (*i.e.* “pay stubs”).

Specifically, the statute provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (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 period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her 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, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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 and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and total hours worked for each temporary services assignment.

97. Labor Code section 226, subdivision (e) provides that for each violation of

1 subdivision (a), an employee is entitled to recover the greater of all actual damages or
2 minimum statutory damages of \$50 for the initial pay period in which a violation occurs
3 and \$100 for each subsequent violation, up to a maximum of \$4,000.

4 98. Labor Code section 1174, subdivision (d) provides, “Every person employing
5 labor in this state shall...[k]eep, at a central location in the state or at the plants or
6 establishments at which employees are employed, payroll records showing the hours
7 worked daily by and the wages paid to, and the number of piece-rate units earned by and
8 any applicable piece rate paid to, employees employed at the respective plants or
9 establishments. These records shall be kept in accordance with rules established for this
10 purpose by the commission, but in any case shall be kept on file for not less
11 than three years.”

12 99. Labor Code section 1174.5 provides that employers are subject to a \$500
13 civil penalty if they fail to maintain accurate and complete records as required by section
14 1174, subdivision (d).

15 100. DEFENDANTS intentionally failed to furnish to PLAINTIFFS, upon the
16 payment of wages, itemized wage statements in conformity with Labor Code section 226.
17 The wage statements failed to accurately reflect PLAINTIFFS’ hours worked, including
18 overtime wages, minimum wages, missed meal periods, and missed rest periods, and listed
19 an improper employer entity as detailed above.

20 101. PLAINTIFFS were damaged by these failures because, among other things,
21 the failures led PLAINTIFFS to believe that they were not entitled to be paid for all hours
22 worked even though they was so entitled, and because these failures hindered PLAINTIFFS
23 from determining the amounts of wages owed to them.

24 102. PLAINTIFFS are also informed and believe, and based upon that information
25 and belief allege, that DEFENDANTS willfully failed to maintain accurate payroll records
26 showing the daily hours PLAINTIFFS worked and the wages that should have been paid, as
27 a result of failing to record hours that PLAINTIFFS worked, as well as PLAINTIFFS’
28 missed meal periods, rest periods, overtime wages, and minimum wages.

1 103. PLAINTIFFS seek to recover damages, penalties, and interest under Labor
2 Code sections 226, 1174, and 1198, and reasonable attorneys' fees and costs.

3 **SIXTH CAUSE OF ACTION**
4 **FOR FAILURE TO REIMBURSE BUSINESS EXPENSES**

5 **(Lab. Code, §§ 2800 & 2802)**

6 **(By PLAINTIFFS LALEHPOUR and YEE, on their own behalf, and against all**
7 **DEFENDANTS)**

8 104. PLAINTIFFS repeat and re-allege each and every allegation contained in
9 paragraphs 1 through 103, inclusive, of this Complaint and they are incorporated herein by this
10 reference.

11 105. Labor Code sections 2800 and 2802 provide that an employer must reimburse
12 employees for all necessary expenditures incurred in an employee's course and scope of
13 employment.

14 106. PLAINTIFFS LALEHPOUR and YEE incurred necessary business-related
15 expenses and costs that were not fully reimbursed by DEFENDANTS.

16 107. Necessary unreimbursed business-related expenses included personal internet
17 plans, personal cell phones, and personal cell phone plans, and, for PLAINTIFF YEE, a
18 personal computer. DEFENDANTS required PLAINTIFFS LALEHPOUR and YEE to use
19 their personal cell phones and personal cell phone plans for work-related communications
20 and scheduling matters, and to schedule other employees using a computer connected to
21 their personal internet plans.

22 108. DEFENDANTS intentionally and willfully failed to fully reimburse
23 PLAINTIFFS LALEHPOUR and YEE for necessary business-related expenses and costs in
24 violation of Labor Code sections 2800 and 2802.

25 109. Under Labor Code sections 2800 and 2802, PLAINTIFFS LALEHPOUR and
26 YEE seek to recover their business-related expenses incurred during the course and scope
27 of their employment with DEFENDANTS, plus interest and penalties. PLAINTIFFS
28 LALEHPOUR and YEE also seek reasonable attorneys' fees and costs.

SEVENTH CAUSE OF ACTION

FOR FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT

(Lab. Code, § 203)

(By PLAINTIFFS LALEHPOUR and YEE, on their own behalf, and against all
DEFENDANTS)

110. PLAINTIFFS repeat and re-allege each and every allegation contained in paragraphs 1 through 109, inclusive, of this Complaint and they are incorporated herein by this reference.

111. Labor Code section 201, subdivision (a) provides that a discharged employee's unpaid wages are due and payable immediately.

112. Labor Code section 203, subdivision (a) provides, “If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections [201 and 202], any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.”

113. DEFENDANTS discharged PLAINTIFFS LALEHPOUR and YEE from their employment on or about June 9, 2026, within the applicable statute of limitations.

114. DEFENDANTS willfully failed to pay PLAINTIFFS LALEHPOUR and YEE the wages due to them—without abatement or reduction – including by providing a pre-paid debit card that was not active until at least one day after their termination and by failing to provide overtime wages, minimum wages, meal-period wages, and rest-period wages when due.

115. Under Labor Code section 203, PLAINTIFFS LALEHPOUR and YEE are entitled to one day's wages for each day they were not timely paid all wages due, up to a maximum of 30 days' wages.

116. Because DEFENDANTS failed to pay overtime wages, minimum wages owed, meal-period wages, and rest-period wages owed, PLAINTIFFS LALEHPOUR and YEE seek to recover 30 days' wages and applicable penalties. PLAINTIFFS also seek

1 reasonable attorneys' fees and costs.

2 **EIGHTH CAUSE OF ACTION**

3 **FOR VIOLATION OF CALIFORNIA LABOR CODE SECTION 558**

4 **(Lab. Code, § 558)**

5 **(By PLAINTIFFS MARTINEZ, LALEHPOUR, and YEE, on their own behalf, and**
6 **against all DEFENDANTS)**

7 117. PLAINTIFFS repeat and re-allege each and every allegation contained in
8 paragraphs 1 through 116, inclusive, of this Complaint and they are incorporated herein by
9 this reference.

10 118. Labor Code section 558, subdivision (a) provides, "Any employer or other
11 person acting on behalf of an employer who violates, or causes to be violated, a section of
12 this chapter or any provision regulating hours and days of work in any order of the
13 Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any
14 initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
15 which the employee was underpaid in addition to an amount sufficient to recover underpaid
16 wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
17 employee for each pay period for which the employee was underpaid in addition to an
18 amount sufficient to recover underpaid wages." Section 558, subdivision (d) provides, "The
19 civil penalties provided for in this section are in addition to any other civil or criminal
20 penalty provided by law."

21 119. At all relevant times, DEFENDANTS violated the rights of PLAINTIFFS by
22 violating various sections of the Labor Code. PLAINTIFFS seek the remedies set forth in
23 Labor Code section 558, and reasonable attorneys' fees and costs.

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1 **NINTH CAUSE OF ACTION**

2 **FOR UNFAIR COMPETITION**

3 **(Bus. & Prof. Code, § 17200 et seq.)**

4 **(By PLAINTIFFS MARTINEZ, LALEHPOUR, and YEE, on their own behalf, and**
5 **against all DEFENDANTS)**

6 120. PLAINTIFFS repeat and re-allege each and every allegation contained in
7 paragraphs 1 through 119, inclusive, of this Complaint and they are incorporated herein by
8 this reference.

9 121. Each of the DEFENDANTS is a “person” as that term is defined under
10 Business and Professions Code section 17021.

11 122. Business and Professions Code section 17200 defines unfair competition as
12 any unlawful, unfair, or fraudulent business act or practice. At all relevant times, by and
13 through the conduct described herein, DEFENDANTS have engaged in unfair and unlawful
14 practices by, among other violations, failing to pay overtime wages, failing to pay
15 minimum wages, failing to provide compliant meal periods, failing to provide compliant
16 rest periods, failing to provide accurate wage statements, failing to provide reimbursement
17 of necessary business expenses, and failing to provide wages due upon termination of
18 employment, under the applicable Labor Code and Industrial Welfare Commission
19 requirements in violation of Business and Professions Code section 17200 *et seq.*, and have
20 thereby deprived PLAINTIFFS of fundamental rights and privileges.

21 123. By and through the unfair and unlawful business practices described herein,
22 DEFENDANTS have obtained valuable property, money, and services from PLAINTIFFS
23 and have deprived them of valuable rights and benefits guaranteed by law, all to the
24 detriment of PLAINTIFFS.

25 124. All the acts described herein are violations of, among other things, the Labor
26 Code and Industrial Welfare Commission Wage Order 4; are unlawful and in violation of
27 public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and
28 thereby constitute unfair and unlawful business practices in violation of Business and

1 Professions Code sections 17200, *et seq.*

2 125. PLAINTIFFS are entitled to and seek such relief as may be necessary to
3 restore to them the money and property that DEFENDANTS have acquired, or of which
4 PLAINTIFFS have been deprived, by means of the above-described unfair and unlawful
5 business practices.

6 126. PLAINTIFFS are further entitled to seek a declaration that the above-
7 described business practices are unfair and unlawful, and that injunctive relief should be
8 issued restraining DEFENDANTS from engaging in any of the above-described unfair and
9 unlawful business practices in the future.

10 127. PLAINTIFFS have no plain, speedy, and/or adequate remedy at law to
11 redress the injuries that they have suffered as a consequence of DEFENDANTS' unfair and
12 unlawful business practices. As a result of the unfair and unlawful business practices
13 described above, PLAINTIFFS have suffered and will continue to suffer, irreparable harm
14 unless DEFENDANTS are restrained from continuing to engage in these unfair and
15 unlawful business practices. In addition, DEFENDANTS should be required to disgorge the
16 unpaid moneys to PLAINTIFFS.

17 **TENTH CAUSE OF ACTION**
18 **FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT**

19 **(Lab. Code, § 2698 et seq.)**

20 **(By PLAINTIFFS MARTINEZ, LALEHPOUR, and YEE, on their own behalf, and as**
21 **a Private Attorneys General for all Aggrieved Employees, and against all**
22 **DEFENDANTS)**

23 128. PLAINTIFFS repeat and re-allege each and every allegation contained in
24 paragraphs 1 through 127, inclusive, of this Complaint and they are incorporated herein by this
25 reference.

26 129. Labor Code sections 2698-2699, the Private Attorneys General Act of 2004
27 expressly establishes that any provision of the Labor Code that provides for a civil penalty to be
28 assessed and collected by the Labor and Workforce Development Agency ("LWDA"), or any of

1 its departments, divisions, commissions, boards, agencies or employees for a violation of the
2 Labor Code, may be recovered through a civil action brought by an aggrieved employee on
3 behalf of himself or herself, and other current or former employees.

4 130. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
5 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is
6 authorized to exercise the same discretion, subject to the same limitations and conditions, to
7 assess a civil penalty.

8 131. PLAINTIFFS and all persons employed by DEFENDANTS as hourly paid
9 employees, or misclassified employees, are “aggrieved employees” as defined by Labor Code
10 section 2699 in that they are all current or former employees of DEFENDANTS, and one or
11 more of the alleged violations was committed against them.

12 132. PLAINTIFFS assert all of their PAGA claims in this Complaint on their own
13 behalf and on behalf of all aggrieved employees in their capacities as Private Attorneys General,
14 and seek all statutory penalties available under Labor Code sections 2698-2699.

15 133. On July 3, 2026, PLAINTIFFS MARTINEZ, LALEHPOUR, and YEE each gave
16 written notice by Certified Mail to DEFENDANTS, of the specific code provisions alleged to
17 have been violated, as required by Labor Code section 2699.3, and, on the same date,
18 collectively submitted a “PAGA Claim Notice” to the LWDA through its online portal. Each
19 PAGA Notice Letter and LWDA Claim Submissions indicated that the each respective
20 PLAINTIFF, as an aggrieved employee, on his or her own behalf and on behalf of all other
21 aggrieved employees of CVS PHARMACY, INC., CVS RX SERVICES, INC., GARFIELD
22 BEACH CVS, L.L.C., 1085 GARFIELD BEACH CVS, L.L.C., and any other affiliated entity
23 (collectively “CVS” and/or “Defendants”), intends to avail [themselves] of the protections
24 granted by the CALIFORNIA LABOR CODE PRIVATE ATTORNEY GENERAL ACT OF 2004 (“the
25 Act”) (LAB. CODE, § 2698 et seq.). The statutory waiting period for PLAINTIFFS to add these
26 allegations to the Complaint has expired. As a result, pursuant to Labor Code section 2699.3,
27 PLAINTIFFS, on behalf of themselves and all aggrieved employees, may now commence a
28

1 representative civil action under Labor Code section 2699 as the proxy of the State of
2 California.

3 134. DEFENDANTS' conduct, as alleged herein, violates numerous sections of the
4 Labor Code, including, but not limited to, the following:

- 5 a. Violations of Labor Code sections 510, 1194, 1194.2, and 1198 and California
6 Code of Regulations, title 8, section 11040 for DEFENDANTS' failure to pay
7 overtime wages and liquidated damages to PLAINTIFFS LALEHPOUR AND
8 YEE, and other aggrieved employees;
- 9 b. Violations of Labor Code sections 1182.12, 1194, 1194.2, 1197, 1197.1, and
10 1198 and California Code of Regulations, title 8, section 11040 for
11 DEFENDANTS' failure to pay minimum wages and liquidated damages to
12 PLAINTIFFS LALEHPOUR AND YEE, and other aggrieved employees;
- 13 c. Violations of Labor Code sections 226.7, 512, and 516, 1198, and California
14 Code of Regulations, title 8, section 11040 for DEFENDANTS' failure to
15 provide meal periods to PLAINTIFFS, and other aggrieved employees;
- 16 d. Violations of Labor Code sections 226.7, 512, 516, and 1198, and California
17 Code of Regulations, title 8, section 11040 for DEFENDANTS' failure to
18 provide rest periods to PLAINTIFFS and other aggrieved employees;
- 19 e. Violations of Labor Code sections 226, subdivision (a), 1174, subdivision (d),
20 and 1198 for DEFENDANTS' failure to provide accurate itemized wage
21 statements to PLAINTIFFS and other aggrieved employees and to maintain
22 accurate payroll records for PLAINTIFFS and other aggrieved employees;
- 23 f. Violations of Labor Code sections 2800 and 2802 for DEFENDANTS' failure to
24 reimburse business expenses to PLAINTIFFS LALEHPOUR AND YEE and
25 other aggrieved employees;
- 26 g. Violations of Labor Code sections 201, 202, and 203 for DEFENDANTS' failure
27 to timely pay wages to PLAINTIFFS LALEHPOUR AND YEE and other
28 aggrieved employees;

135. PLAINTIFFS therefore, on their own behalf and on behalf of all aggrieved employees, can and hereby do seeks recovery of all civil penalties as prescribed by the Private Attorneys General Act of 2004, as the representative of the State of California, for the illegal conduct perpetrated on PLAINTIFFS and all aggrieved employees by DEFENDANTS.

PRAAYER

WHEREFORE, PLAINTIFFS, individually and on behalf of all aggrieved employees, pray for judgment against each Defendant, jointly and severally, as follows:

1. ON THE FIRST CAUSE OF ACTION:

- (a) For overtime wage compensation and liquidated damages;
- (b) For an award of interest, including prejudgment interest at the legal rate;
and,
- (c) For statutory penalties, interest, costs of suit and attorneys' fees.

2. ON THE SECOND CAUSE OF ACTION:

- (a) For minimum wage compensation and liquidated damages;
- (b) For an award of interest, including prejudgment interest at the legal rate;
and
- (c) For statutory penalties, interest, costs of suit, and attorneys' fees.

3. ON THE THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, AND EIGHTH,
CAUSES OF ACTION:

- (a) For compensatory damages, including premium wages and lost wages;
- (b) For an award of interest, including prejudgment interest at the legal rate;
and,
- (c) For statutory penalties, interest, costs of suit, and attorneys' fees.

4. ON THE NINTH CAUSE OF ACTION:

- (a) For restitution and disgorgement;
- (b) For injunctive relief ordering the continuing unfair business acts and practices to cease, or as the Court otherwise deems just and proper; and,
- (c) For other injunctive relief ordering DEFENDANTS to notify

1 PLAINTIFFS and aggrieved employees that they have not been paid the
2 proper amounts required in accordance with California law.

3 **5. ON THE TENTH CAUSE OF ACTION:**

4 (a) That the Court declare, adjudge and decree that DEFENDANTS violated
5 the following Labor Code provisions as to PLAINTIFFS and/or other
6 aggrieved employees:

- 7 1. Labor Code sections 510, 1194, 1194.2, and 1198 and
8 California Code of Regulations, title 8, section 11040 for
9 DEFENDANTS' failure to pay overtime compensation and
10 liquidated damages;
- 11 2. Labor Code sections 1182.12, 1194; 1194.2; 1197; 1197.1; and
12 1198 and California Code of Regulations, title 8, section 11040
13 for DEFENDANTS' failure to pay minimum wages and
14 liquidated damages;
- 15 3. Labor Code sections 226.7, 512, 516, and 1198, and California
16 Code of Regulations, title 8, section 11040 for
17 DEFENDANTS' failure to provide meal periods;
- 18 4. Labor Code sections 226.7, 512, 516, and 1198, and California
19 Code of Regulations, title 8, section 11040 for
20 DEFENDANTS' failure to provide rest periods;
- 21 5. Labor Code sections 226, subdivision (a), 1174, subdivision
22 (d), and 1198 for DEFENDANTS' failure to provide accurate
23 itemized wage statements and to maintain accurate payroll
24 records;
- 25 6. Labor Code sections 2800 and 2802 for DEFENDANTS'
26 failure to reimburse business expenses; and
- 27 7. Labor Code sections 201, 202, 203 for DEFENDANTS' failure
28 to timely pay wages; and

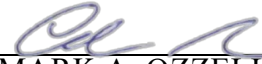
- 1 (b) For civil penalties pursuant to Labor Code sections 210, 226.3, 256, 558,
2 1174.5, 1197.1, and/or 2699, subdivisions (a), (f) and (g), for violations
3 of Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 516, 558,
4 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802;
5 (c) For attorneys' fees and costs pursuant to California Labor Code section
6 2699, subdivision (g)(1), and any and all other relevant statutes, for
7 DEFENDANTS' violations of Labor Code sections 201, 202, 203, 226,
8 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1,
9 1198, 2800, 2802; and
10 (d) For pre-judgment and post-judgment interest as provided by law.

11 **6. ON ALL CAUSES OF ACTION:**

- 12 (a) For reasonable attorneys' fees;
13 (b) For costs of suit;
14 (c) For prejudgment interest; and,
15 (d) For such other and further relief as the Court deems just and proper.
16

17 Dated: September 11, 2026

THE OZZELLO PRACTICE, PC

18
19 By: 
20 MARK A. OZZELLO
21 CALVIN A. MARSHALL
22 *Attorneys for Plaintiffs*

23 **DEMAND FOR JURY TRIAL**

24 PLAINTIFFS demand a jury trial on issues triable to a jury.

25 Dated: September 11, 2026

THE OZZELLO PRACTICE, PC

26 By: 
27 MARK A. OZZELLO
28 CALVIN A. MARSHALL
Attorneys for Plaintiffs