

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Jeffrey M. Schwartz, Esq. (SBN 254916)
Aleksandra Urban, Esq. (SBN 277475)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
jschwartz@lelawfirm.com
aurban@lelawfirm.com

Assigned for All Purposes

Judge Melissa R. McCormick

Cx-104

Attorneys for Plaintiff HECTOR YEE,
on behalf of himself and current and former aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

HECTOR YEE, on behalf of himself and current
and former aggrieved employees

Plaintiff,

vs.

ENVIRONMENT CONTROL – PUENTE
HILLS, INC.; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 30-2024-01406043-CU-OE-CXC

PAGA ACTION

**PLAINTIFF HECTOR YEE'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff HECTOR YEE ("Plaintiff"), who alleges and complains against
Defendants ENVIRONMENT CONTROL – PUENTE HILLS, 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' for failure to pay wages for all

1 hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure
2 to authorize or permit all legally required and/or compliant meal periods or pay meal period
3 premium wages; failure to authorize or permit all legally required and/or compliant rest periods or
4 pay rest period premium wages; indemnification for all necessary expenditures or losses incurred
5 by employees in direct consequence of discharging their duties; statutory penalties for failure to
6 timely pay earned wages during employment; statutory penalties for failure to provide accurate
7 wage statements; statutory waiting time penalties in the form of continuation wages for failure to
8 timely pay employees all wages due upon separation of employment. Plaintiff seeks on a
9 representative basis, following notice to the Labor and Workforce Development Agency, civil
10 penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought
11 on behalf of Plaintiff, the State of California, and others aggrieved.

12 **II. JURISDICTION AND VENUE**

13 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
14 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
15 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
16 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
17 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
18 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
19 aggrieved California-based hourly non-exempt employees occurred in locations throughout
20 California, including but not limited to Orange County, at 570 West Lambert Road Suite A, Brea,
21 CA 92821.

22 **III. PARTIES**

23 3. Plaintiff brings this action as a representative of the Labor and Workforce
24 Development Agency on behalf of himself and other current and former employees subject to
25 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
26 filed include current, former and/or future employees of Defendants who work, worked, or will
27 work for Defendants as direct employees as well as temporary employees employed through temp
28 agencies as hourly non-exempt employees in California. At all times mentioned herein, the

1 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
2 employed by Defendants in an hourly position at Defendants' location in Orange County from in
3 or around August 19, 2022 until on or about currently.

4 4. Plaintiff is informed and believes and thereon alleges that Defendant
5 ENVIRONMENT CONTROL – PUENTE HILLS, INC. is authorized to do business within the
6 State of California and is doing business in the State of California and/or that Defendants DOES
7 1-50 are, and at all times relevant hereto were persons acting on behalf of Defendant
8 ENVIRONMENT CONTROL – PUENTE HILLS, INC. in the establishment of, or ratification of,
9 the aforementioned illegal wage and hour practices or policies. Defendant ENVIRONMENT
10 CONTROL – PUENTE HILLS, INC. operates in Orange County and employed Plaintiff and
11 aggrieved employees in Orange County, including but not limited to, at 570 West Lambert Road
12 Suite A, Brea, CA 92821.

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

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

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

1 complaint.

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

5 **FIRST CAUSE OF ACTION**

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

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

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

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

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

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

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

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

1 wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but
2 not limited to:

3 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
4 non-exempt employees to travel between Defendant's work locations without being paid for that
5 time;

6 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
7 non-exempt employees to clock out for their meal breaks and continue to work through their off-
8 the-clock meal breaks;

9 (c) During certain pay periods, "rounding down" or "shaving down" Plaintiffs' and
10 other current and former aggrieved California-based hourly non-exempt employees' total daily
11 hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal
12 breaks, to the nearest quarter of an hour, to the benefit of Defendants.

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

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

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

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

Labor Code section 510.

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

(a) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to travel between Defendant's work locations without being paid for that time;

(b) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to clock out for their meal breaks and continue to work through their off-the-clock meal breaks;

(c) During certain pay periods, "rounding down" or "shaving down" Plaintiffs' and other current and former aggrieved California-based hourly non-exempt employees' total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants.

19. Furthermore, overtime is based upon an employee's regular rate of pay. "The regular 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.

20. In this case, Plaintiff alleges that when he and other current and former aggrieved California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include all remuneration such as split shift pay, for example, when calculating Plaintiff's and other current and former aggrieved California-based

hourly non-exempt employees' regular rate of pay for the purpose of paying overtime.

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

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

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

24. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay

1 for each workday that a legally required and compliant meal period was not provided. Labor Code
2 sections 226.7 and 1198; Wage Order 5 at §11.

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

7 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
8 non-exempt employees to clock out for their meal breaks and continue to work through their off-
9 the-clock meal breaks;

10 (b) During certain pay periods, "rounding down" or "shaving down" Plaintiffs' and
11 other current and former aggrieved California-based hourly non-exempt employees' total daily
12 hours at the time of their clock-ins and clock-outs for meal breaks, to the nearest quarter of an
13 hour, to the benefit of Defendants.

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

20 27. Finally, on occasions when Defendants paid Plaintiff and other current and former
21 aggrieved California-based hourly non-exempt employees a "premium" wage for late, missed,
22 short, on-premise, on-duty, and/or interrupted meal periods, Defendants failed to pay the one (1)
23 additional hour of pay at Plaintiff's and other current and former aggrieved California-based
24 hourly non-exempt employees' regular rate of compensation. Specifically, Defendants maintained
25 a policy, practice, and/or procedure of failing to include all remuneration such split shift pay, for
26 example, when calculating Plaintiff's and other current and former aggrieved California-based
27 hourly non-exempt employees' regular rate of pay for the purpose of paying meal period premium
28 wages.

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

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

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

20 31. If the employer fails to authorize or permit a required rest period, the employer
21 must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday
22 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;
23 Wage Order 5 at § 12.

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

28 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly

1 non-exempt employees to continue to work through their rest breaks;

2 (b) During certain pay periods, “rounding down” or “shaving down” Plaintiffs’ and
3 other current and former aggrieved California-based hourly non-exempt employees’ total daily
4 hours at the time of their rest breaks, to the nearest quarter of an hour, to the benefit of Defendants.

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

10 34. Finally, on occasions when Defendants did pay Plaintiff and other current and
11 former aggrieved California-based hourly non-exempt employees a “premium” wage for late,
12 missed, short, on-premise, on-duty, and/or interrupted rest periods, Defendants failed to pay the
13 one (1) additional hour of pay at Plaintiff’s and other current and former aggrieved California-
14 based hourly non-exempt employees’ regular rate of compensation. Specifically, Defendants
15 maintained a policy, practice, and/or procedure of failing to include all remuneration such split
16 shift pay, for example, when calculating Plaintiff’s and other current and former aggrieved
17 California-based hourly non-exempt employees’ regular rate of pay for the purpose of paying rest
18 period premiums.

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

23 36. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**
24 **Employment:** California law requires that every employer must indemnify its employees for all
25 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at
26 the obedience of the directions of the employer. Moreover, an employer is prohibited from passing
27 the ordinary business expenses and losses of the employer onto the employee. (Lab. Code, §
28 2802.)

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

5 (a) Failure to reimburse Plaintiff and other current and former aggrieved California-
6 based hourly non-exempt employees for the mileage expenses Defendant required Plaintiff and
7 similarly situated employees to incur associated with traveling between job sites.

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

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

15 40. **Failure to timely pay earned wages during employment:** In California, wages
16 must be paid at least twice during each calendar month on days designated in advance by the
17 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
18 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
19 16th and the 26th day of that month and wages earned between the 16th and the last day,
20 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
21 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
22 paid within seven (7) calendar days following the close of the payroll period in which wages were
23 earned. Labor Code section 204(d).

24 41. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
25 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
26 exempt employees' earned wages (including minimum wages, overtime wages, meal period
27 premium wages and/or rest period premium wages), in violation of Labor Code section 204.
28 Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay

1 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
2 their earned wages within the applicable time frames outlined in Labor Code section 204.

3 42. **Secret payment of lower wages than designated by statute:** Labor Code section
4 223 provides that, where any statute or contract requires an employer to maintain the designated
5 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
6 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including
7 by failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and
8 lawful sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7,
9 246, 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by
10 Labor Code section 1198, the Defendant secretly paid a lower wage than designated by statute
11 while purporting to pay the wages designated by statute, in violation of Labor Code section 223.

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

25 44. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
26 and other current and former aggrieved California-based hourly non-exempt employees all wages
27 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest
28 period premium wages) rendered Plaintiff's and other current and former aggrieved California-

1 based hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code
2 section 226(a)(1, 2, 5 & 9).

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

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

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

16 48. Plaintiff has complied with the procedures for bringing suit specified in Labor
17 Code section 2699.3. On April 5, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA and
18 provided notice to Defendants by certified mail which provided notice of the specific provisions of
19 the Labor Code alleged to have been violated, including the facts and theories to support the
20 violations alleged.

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

26 50. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
27 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a),
28 226.7, 510, 512, and 1194, During Plaintiff's employment and continuing through the present,

1 preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the
2 following amounts:

3 a. For violations of Labor Code sections 201, 202, 203, 226(a), 226.7, and
4 2802; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
5 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
6 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

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

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

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

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

27 **PRAYER FOR RELIEF**

28 **WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF AND ON OTHER**

1 **AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:**

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

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

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

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

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

12
13 Dated: June 12, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

14
15 By:



Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Jeffrey M. Schwartz, Esq.
Aleksandra Urban, Esq.
Attorneys for Plaintiff
HECTOR YEE
on behalf of himself and current and former
aggrieved employees