

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Jovahn Wiggins, Esq. (SBN 349903)
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
jwiggins@lelawfirm.com

Attorneys for Plaintiff ELIATRIZ BAEZ GONZALEZ,
on behalf of herself and current and former aggrieved employees

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

ELIATRIZ BAEZ GONZALEZ, on behalf of
herself and current and former aggrieved
employees

Plaintiff,

vs.

TALK 4 LESS WIRELESS
COMMUNICATIONS LLC; and DOES 1 to
100, inclusive,

Defendants.

Case No.: **24STCV31665**

PAGA ACTION

**PLAINTIFF ELIATRIZ BAEZ
GONZALEZ'S COMPLAINT FOR:**

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

COMES NOW Plaintiff ELIATRIZ BAEZ GONZALEZ ("Plaintiff"), on behalf of herself
and current and former aggrieved employees, who alleges and complains on information and belief
except as to those allegations relating to plaintiff himself/herself, which are asserted on personal
knowledge, against Defendants TALK 4 LESS WIRELESS COMMUNICATIONS LLC; and
DOES 1 to 100, inclusive (collectively "Defendants") as follows:

1 **I. INTRODUCTION**

2 1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
3 (“PAGA”) representative action brought by Plaintiff on behalf of the State of California,
4 himself/herself and other current and former aggrieved employees of Defendants who worked as
5 hourly non-exempt employees in California during the relevant time period seeking civil penalties
6 associated with Defendants’ violation of the Labor Code based on Defendants’ failure to pay wages
7 for all hours worked at the employees’ minimum wage rate or overtime rate, failure to pay reporting
8 time pay, failure to provide all legally required and legally compliant meal and rest periods,
9 indemnification for all necessary expenditures or losses incurred by employees in direct
10 consequence of discharging their duties, failure to pay wages for accrued paid sick time at the regular
11 rate of pay, failure to timely pay earned wages during employment, failure to provide complete and
12 accurate wage statements, failure to timely pay all unpaid wages following separation of
13 employment. Plaintiff seeks on a representative basis, following notice to the Labor and Workforce
14 Development Agency, civil penalties, reasonable attorneys’ fees pursuant to Labor Code section
15 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

16 **II. JURISDICTION AND VENUE**

17 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
18 former aggrieved California-based hourly non-exempt employees because Plaintiff’s lawsuit seeks
19 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
20 non-exempt employees, and the State of California in excess of thirty-five thousand dollars
21 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-
22 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
23 aggrieved California-based hourly non-exempt employees occurred in locations throughout
24 California, including but not limited to Los Angeles County, at 658 E Arrow Highway, Pomona,
25 CA 91767.

26 **III. PARTIES**

27 3. Plaintiff brings this action as a representative of the Labor and Workforce
28 Development Agency on behalf of himself/herself and other current and former employees subject

1 to violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
2 filed include current, former and/or future employees of Defendants who work, worked, or will work
3 for Defendants as direct employees as well as temporary employees employed through temp
4 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
5 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
6 Defendants in an hourly position at Defendants' location in Los Angeles County from approximately
7 July 5, 2022, until on or about August 27, 2024.

8 4. Defendant TALK 4 LESS WIRELESS COMMUNICATIONS LLC is authorized to
9 do business within the State of California and is doing business in the State of California and/or that
10 Defendants DOES 1-50 are, and at all times relevant hereto were persons acting on behalf of
11 Defendant TALK 4 LESS WIRELESS COMMUNICATIONS LLC in the establishment of, or
12 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant TALK 4
13 LESS WIRELESS COMMUNICATIONS LLC operates in Los Angeles County and employed
14 Plaintiff and aggrieved employees in Los Angeles County, including but not limited to, at 658 E
15 Arrow Highway, Pomona, CA 91767.

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

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

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

1 permitted by law or by the Court. Each fictitiously named defendant is in some manner responsible
2 for the events and allegations set forth in this complaint.

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

6 **FIRST CAUSE OF ACTION**

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

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

11 9. Plaintiff incorporates by reference and re-alleges each and every allegation contained
12 in this pleading as though fully set forth herein.

13 10. During Plaintiff's employment and continuing through the present, Plaintiff alleges
14 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 246, 510, 512, 1194,
15 1197, 2802, and the applicable Wage Orders.

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

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

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

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

1 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved
2 California-based hourly non-exempt employees all wages at the applicable minimum wage for all
3 hours worked due to Defendants' policies, practices, and/or procedures including, but not limited
4 to:

5 (a) Automatically deducting thirty (30) minutes from daily hours worked and attributing
6 that time to a meal break despite that Defendants routinely failing to provide Plaintiff and other
7 current and former aggrieved California-based hourly non-exempt employees legally compliant,
8 duty-free meal breaks of at least 30 minutes in length.

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

16 16. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
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 employee
20 is suffered and permitted to work. This includes the time an employee spends, either directly or
21 indirectly, performing services that inure to the benefit of the employer.

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

25 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
26 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
27 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
28 (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 § 510.

1
2
3 18. In this case, Defendants failed to pay Plaintiff and other current and former aggrieved
4 California-based hourly non-exempt employees overtime wages for all overtime hours worked due
5 to Defendants' policies, practices, and/or procedures including, but not limited to:

6 (a) Automatically deducting thirty (30) minutes from daily hours worked and attributing
7 that time to a meal break despite that Defendants routinely failing to provide Plaintiff and other
8 current and former aggrieved California-based hourly non-exempt employees legally compliant,
9 duty-free meal breaks of at least 30 minutes in length.

10 19. Overtime is based upon an employee's regular rate of pay. "The regular rate at which
11 an employee is employed shall be deemed to include all remuneration for employment paid to, or
12 on behalf, of the employee." *See* Division of Labor Standards Enforcement – Enforcement Policies
13 and Interpretations Manual, § 49.1.2.

14 20. In this case, Plaintiff alleges that when she and other current and former aggrieved
15 California-based hourly non-exempt employees earned overtime wages, Defendants sometimes
16 failed to pay them overtime wages at the proper overtime rate of pay due to Defendants' failure to
17 include all remuneration when calculating the overtime rate of pay. Specifically, Defendants
18 maintained a policy, practice, and/or procedure of failing to include all remuneration such as
19 commission pay and bonus pay, for example, when calculating Plaintiff's and other current and
20 former aggrieved California-based hourly non-exempt employees' regular rate of pay for the
21 purpose of paying overtime.

22 21. The foregoing policies, practices, and/or procedures resulted in time during each
23 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
24 employees were under the control of Defendants but were not compensated. To the extent that the
25 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
26 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
27 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
28 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.

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

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

17 24. If an employer fails to provide an employee a meal period in accordance with the
18 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
19 for each workday that a legally required and compliant meal period was not provided. Labor Code
20 §§ 226.7 and 1198; Wage Order 4 at § 11.

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

25 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
26 hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes
27 for every five hours worked.
28

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

7 27. Finally, on occasions when Defendants paid Plaintiff and/or other current and former
8 aggrieved California-based hourly non-exempt employees a “premium” wage for late, missed, short,
9 on-premise, on-duty, and/or interrupted meal periods, Defendants sometimes failed to pay the one
10 (1) additional hour of pay at Plaintiff’s and/or other current and former aggrieved California-based
11 hourly non-exempt employees’ regular rate of compensation. Specifically, Defendants maintained
12 a policy, practice, and/or procedure of failing to include all remuneration such as commission pay
13 and bonus pay, , for example, when calculating Plaintiff’s and/or other current and former aggrieved
14 California-based hourly non-exempt employees’ regular rate of pay for the purpose of paying meal
15 period premium wages.

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

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

24 30. California law requires every employer to authorize and permit an employee a rest
25 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
26 § 226.7; Wage Order 4 at § 12. Under California law, “[e]mployees are entitled to 10 minutes’ rest
27 for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours
28 up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker*

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

7
8 31. If the employer fails to authorize or permit a required rest period, the employer must
9 pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the
10 employer did not authorize or permit a legally required rest period. Labor Code § 226.7; Wage Order
11 4 at § 12.

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

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

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

24 34. Finally, on occasions when Defendants did pay Plaintiff and other current and former
25 aggrieved California-based hourly non-exempt employees a “premium” wage for late, missed, short,
26 on-premise, on-duty, and/or interrupted rest periods, Defendants occasionally failed to pay the one
27 (1) additional hour of pay at Plaintiff’s and other current and former aggrieved California-based
28 hourly non-exempt employees’ regular rate of compensation. Specifically, Defendants maintained
a policy, practice, and/or procedure of failing to include all remuneration such as commission pay

1 and bonus pay, for example, when calculating Plaintiff's and other current and former aggrieved
2 California-based hourly non-exempt employees' regular rate of pay for the purpose of paying rest
3 period premiums.

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

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

13 37. Defendants violated Labor Code Section 2802 by failing to indemnify Plaintiff and
14 other current and former aggrieved California-based non-exempt hourly employees' necessary
15 expenditures they incurred in the discharge of their duties. Specifically, Defendants employed a
16 policy, practice, and procedure,

17 (a) requiring Plaintiff and other current and former aggrieved California-based hourly
18 non-exempt employees to use or purchase their own tools and/or resources in order to work for
19 Defendants, including but not limited to cellphone usage to clock in and out using the Paycom
20 application and mileage to travel to employer merchandise for work-related purposes - without
21 always reimbursing Plaintiff and other current and former aggrieved California-based hourly non-
22 exempt employees for such use.

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

27 39. Therefore, Defendants are liable to Plaintiff and aggrieved employees for their
28 employment related expenses, including but not limited to costs related to use of their personal cell

1 phones and costs associated with their uniforms pursuant to Labor Code section 2802.

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

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

10 42. Here, Plaintiff and other current and former aggrieved California-based hourly non-
11 exempt employees were employed by Defendants for 30 or more days and were entitled to paid sick
12 days. Defendants, however, lacked a policy, practice, and/or procedure whereby Plaintiffs and other
13 current and former aggrieved California-based hourly non-exempt employees who were employed
14 by Defendants for 30 days or more could accrue paid sick days at the rate of no-less-than one (1)
15 hour per every thirty (30) hours worked, beginning at the commencement of employment as required
16 by Labor Code section 246(b).

17 43. In this case, Plaintiff alleges that when she and other current and former aggrieved
18 California-based hourly non-exempt employees elected to use paid sick time, Defendants failed to
19 pay them sick time wages at the proper sick time rate of pay due to Defendants’ failure to include
20 all remuneration when calculating the sick time rate of pay. Specifically, Defendants maintained a
21 policy, practice, and/or procedure of failing to include all remuneration including but not limited to
22 commission pay and bonus pay, for example, when calculating Plaintiff and other current and former
23 aggrieved California-based hourly non-exempt employees’ regular rate of pay for the purpose of
24 paying sick time.

25 44. Defendants’ foregoing policy, practice, and/or procedure resulted in Defendants
26 failing to provide Plaintiff and other current and former aggrieved California-based hourly non-
27 exempt employees’ paid sick days, in violation of Labor Code section 246.

28 45. **Failure to timely pay earned wages during employment:** In California, wages

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

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

17 47. **Secret payment of lower wages than designated by statute:** Labor Code section
18 223 provides that, where any statute or contract requires an employer to maintain the designated
19 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
20 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
21 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
22 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
23 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
24 Code section 1198, Defendants secretly paid a lower wage than designated by statute while
25 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

26 48. **Failure to provide complete and accurate wage statements:** Labor Code section
27 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee
28 his or her wages, the employer must "furnish each of his or her employees ... an itemized statement
in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any

1 employee whose compensation is solely based on a salary and who is exempt from payment of
2 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
3 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee
4 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders
5 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
6 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her
7 social security number, (8) the name and address of the legal entity that is the employer, and (9) all
8 applicable hourly rates in effect during the pay period and the corresponding number of hours
9 worked at each hourly rate by the employee.”

10 49. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
11 and other current and former aggrieved California-based hourly non-exempt employees all wages
12 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period
13 premium wages) rendered Plaintiff’s and other current and former aggrieved California-based
14 hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code section
15 226(a)(1, 2, 5 & 9).

16 50. **Failure to pay employees all wages due at time of termination/resignation:** An
17 employer is required to pay all unpaid wages timely after an employee’s employment ends. The
18 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
19 hours of resignation (Labor Code section 202).

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

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

1 53. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
2 section 2699.3. On September 25, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA and
3 provided notice to Defendants by certified mail which provided notice of the specific provisions of
4 the Labor Code alleged to have been violated, including the facts and theories to support the
5 violations alleged.

6 54. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
7 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
8 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
9 parties notice within 65 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
10 to investigate Plaintiff's claims.

11 55. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
12 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
13 246, 510, 512, and 1194, During Plaintiff's employment and continuing through the present,
14 preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the
15 following amounts:

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

20 b. For violations of Labor Code section 226(a), alternatively, two hundred fifty
21 dollars (\$250) for each employee for each pay period for the initial violation, and one thousand
22 dollars (\$1,000) for each subsequent violation, for each underpaid employee for each pay period
23 [penalty amounts established by Labor Code section 226.3].

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

28 d. For violations of Labor Code section 204, one hundred dollars (\$100) for

1 each failure to pay each employee in any initial violation, and two hundred dollars (\$200) for each
2 subsequent violation, or any willful or intentional violation, for each failure to pay each employee,
3 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code
4 section 210].

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

10 56. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
11 reasonable attorneys' fees and costs in connection with his/her claims for civil penalties.

12 **PRAYER FOR RELIEF**

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

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

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

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

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: December 2, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP



By:

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Jovahn Wiggins, Esq.
Attorneys for Plaintiff
ELIATRIZ BAEZ GONZALEZ,
on behalf of herself and current and former aggrieved
employees