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Attorneys for Plaintiff AMY DIANA LLANOS,
on behalf of herself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

AMY DIANA LLANOS, on behalf of herself
and current and former aggrieved employees

Plaintiff,

vs.

WIRELESS VISION HOLDINGS, LLC; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: **25STCV05977**

PAGA ACTION

**PLAINTIFF AMY DIANA LLANOS'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff AMY DIANA LLANOS ("Plaintiff"), who alleges and complains
against Defendants WIRELESS VISION HOLDINGS, LLC; and DOES 1 to 100, inclusive
(collectively "Defendants") as follows:

I. INTRODUCTION

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

1 Defendants' violation of the Labor Code based on Defendants' failure to pay the minimum wages
2 rate of pay for all hours worked at the minimum wage; failure to pay overtime wages at the proper
3 overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal periods
4 or pay meal period premium wages; failure to authorize or permit all legally required and/or
5 compliant rest periods or pay rest period premium wages; failure to pay wages for accrued paid sick
6 time at the regular rate of pay; failure to indemnify employees for all necessary expenditures or
7 losses incurred by employees in direct consequence of discharging their duties; statutory penalties
8 for failure to timely pay earned wages during employment; statutory penalties for failure to provide
9 accurate wage statements; statutory waiting time penalties in the form of continuation wages for
10 failure to timely pay employees all wages due upon separation of employment.

11 2. Plaintiff experienced these violations personally, as well as is informed and believes
12 other aggrieved employees did as well. Plaintiff seeks on a representative basis, following notice
13 to the Labor and Workforce Development Agency, civil penalties, reasonable attorneys' fees
14 pursuant to Labor Code § 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California,
15 and others aggrieved.

16 **II. JURISDICTION AND VENUE**

17 3. 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 twenty-five thousand dollars
21 (\$25,000); 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 1818 Durfee Ave Ste 2C South El
25 Monte, CA 91733.

26 **III. PARTIES**

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

1 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
2 filed include current, 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 in or around
7 March 7, 2022 until on or about September 17, 2024.

8 5. Plaintiff is informed and believes and thereon alleges that Defendant WIRELESS
9 VISION HOLDINGS, LLC is authorized to do business within the State of California and is doing
10 business in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant
11 hereto were persons acting on behalf of Defendant WIRELESS VISION HOLDINGS, LLC in the
12 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
13 Defendant WIRELESS VISION HOLDINGS, LLC operates in Los Angeles County and employed
14 Plaintiff and aggrieved employees in Los Angeles County, including but not limited to, at 1818
15 Durfee Ave Ste 2C South El Monte, CA 91733.

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

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

27 8. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
28 sues said defendants by said fictitious names, and will amend this complaint when the true names

1 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
2 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
3 named defendants is in some manner responsible for the events and allegations set forth in this
4 complaint.

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

8 **FIRST CAUSE OF ACTION**

9 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
10 **2004, LABOR CODE §§ 2698, ET SEQ.**

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

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

14 11. During Plaintiff's employment and continuing through the present, Plaintiff alleges
15 Defendants violated Labor Code §§ 201, 202, 203, 204, 223, 226, 226.7, 246, 510, 512, 1194, 1197,
16 2802, and the applicable Wage Orders.

17 12. Specifically, Defendants have committed the following violations of California
18 Labor Code:

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

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

28 15. In this case, Plaintiff and other current and former aggrieved California-based hourly

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

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

9 (b) Requiring Plaintiff and other current and former aggrieved California-based
10 hourly non-exempt employees to attend manager meetings and complete end-of-day reports while
11 off-the-clock.

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

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

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

28 19. Labor Code sections 510 and 1194 require an employer to compensate employees a

1 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty (40)
2 hours in a workweek, and on any seventh consecutive day of work in a workweek:

3 Any work in excess of eight (8) hours in one workday, any work in excess of
4 forty (40) hours in any one (1) workweek, and the first eight (8) hours worked on
5 the seventh day of work in any one (1) workweek, shall be compensated at the
6 rate of no less than one-and-one-half (1.5) times the regular rate of pay for an
7 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.

8 Labor Code section 510.

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

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

15 (b) Requiring Plaintiff and other current and former aggrieved California-based
16 hourly non-exempt employees to attend manager meetings and complete end-of-day reports while
17 off-the-clock.

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

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

25 23. In this case, Plaintiff alleges that when she and other current and former aggrieved
26 California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay
27 them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all
28 remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a

1 policy, practice, and/or procedure of failing to include all remuneration such as “Commission” and
2 “Spiff Payout” for example, when calculating Plaintiff’s and other current and former aggrieved
3 California-based hourly non-exempt employees’ regular rate of pay for the purpose of paying
4 overtime.

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

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

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

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

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

9 (a) Requiring Plaintiff and other current and former aggrieved California-based
10 hourly non-exempt employees to clock out for their meal periods and continue to work through their
11 off-the-clock meal periods – resulting in meal periods that were late, interrupted, and/or shortened;
12 and

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

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

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

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

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

7 32. Employee is further informed and believes, and based thereon alleges, that
8 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.
9 Employer would further be liable for civil penalties pursuant to Labor Code § 2699(f)(2)(B)(ii).

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

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

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

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

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

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

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

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

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

1 40. Employee is further informed and believes, and based thereon alleges, that
2 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.
3 Employer would further be liable for civil penalties pursuant to Labor Code § 2699(f)(2)(B)(ii).

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

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

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

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

27 45. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants
28 failing to provide Plaintiff and other current and former aggrieved California-based hourly non-

1 exempt employees' paid sick days, in violation of Labor Code § 246.

2 46. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
3 Employer would further be liable for civil penalties pursuant to Labor Code § 2699(f)(2)(B)(ii).

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

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

13 (a) Requiring Plaintiff and other current and former aggrieved California-based
14 hourly non-exempt employees to use or purchase their own tools and/or resources in order to work
15 for Defendants, including but not limited to cellphone usage for work-related purposes - without
16 reimbursing Plaintiff and other current and former aggrieved California-based hourly non-exempt
17 employees for such use.

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

22 50. Therefore, Defendants are liable to Plaintiff and aggrieved employees for their
23 employment related expenses, including but not limited to costs related to use of their personal cell
24 phones and costs associated with their uniforms pursuant to Labor Code § 2802.

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

28 52. **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 53. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
10 timely pay Plaintiff's and other current and former aggrieved California-based hourly non-exempt
11 employees' earned wages (including minimum wages, overtime wages, meal period premium wages
12 and/or rest period premium wages), in violation of Labor Code § 204. Defendants' aforementioned
13 policies, practices, and/or procedures resulted in their failure to pay Plaintiff's and other current and
14 former aggrieved California-based hourly non-exempt employees' their earned wages within the
15 applicable time frames outlined in Labor Code § 204.

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

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

27 56. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
28 Employer would further be liable for civil penalties pursuant to Labor Code § 2699(f)(2)(B)(ii).

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

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

20 59. Plaintiff believes these failures were willful and intentional.

21 60. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
22 Employer would further be liable for civil penalties pursuant to Labor Code § 2699(f)(2)(B)(ii).

23 61. **Failure to pay employees all wages due at time of termination/resignation:** An
24 employer is required to pay all unpaid wages timely after an employee’s employment ends. The
25 wages are due immediately upon termination (Labor Code § 201) or within seventy-two (72) hours
26 of resignation (Labor Code § 202).

27 62. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay
28 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all

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

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

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

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

11 66. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
12 § 2699.3. On December 16, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA and
13 provided notice to Defendants by certified mail which provided notice of the specific provisions of
14 the Labor Code alleged to have been violated, including the facts and theories to support the
15 violations alleged.

16 67. Pursuant to Labor Code § 2699.3, the LWDA must give written notice by certified
17 mail to the parties that it intends to investigate the alleged violations of the Labor Code within 60
18 days of the date of the complainant's written notice. The LWDA failed to provide the parties notice
19 within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends to investigate
20 Plaintiff's claims.

21 68. Pursuant to Labor Code §§ 2699(a) and (f), Plaintiff is entitled to recover civil
22 penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 246,
23 510, 512, and 1194. During Plaintiff's employment and continuing through the present, preceding
24 Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following
25 amounts:

26 a. For violations of Labor Code §§ 201, 202, 203, 226(a), 226.7, and 2802; one
27 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
28 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation

[penalty amounts established by Labor Code § 2699(f)(2)].

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

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

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

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

69. Pursuant to Labor Code § 2699(g), Plaintiff is entitled to an award of reasonable attorneys' fees and costs in connection with her claims for civil penalties.

PRAYER FOR RELIEF

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

ON THE FIRST CAUSE OF ACTION:

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

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

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

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

5
6 Dated: March 4, 2025

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP



By: _____

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employees