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as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

VERCIA MCCOWAN, as an Aggrieved
Employee, and on behalf of all other
Aggrieved Employees under the Labor Code
Private Attorneys' General Act of 2004,

Plaintiff

v.

WE CARE COMMUNITY SERVICE LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 26STCV05931

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1
and 2699**

[Amount in Controversy Greater Than
\$35,000.00]

1 Plaintiff VERCIA MCCOWAN (“Plaintiff”), as an Aggrieved Employee, and on behalf of
2 all other Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004,
3 alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against WE CARE
7 COMMUNITY SERVICE LLC, a California limited liability company and any of its respective
8 subsidiaries or affiliated companies within the State of California (“WE CARE COMMUNITY
9 SERVICE” hereinafter, collectively, with DOES 1 through 100, as further defined below,
10 “Defendants”) as a proxy of the Labor and Workforce Development Agency of the State of
11 California (“LWDA”), on behalf of Plaintiff and all Aggrieved Employees that worked for
12 Defendants during the PAGA Period. Specifically, in connection with any alleged claims for failure
13 to comply with Labor Code sections 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 233, 234,
14 245, 246, 432, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197,
15 1197.1, 2800, 2802, 2699, as well as applicable Wage Orders, Plaintiff seeks to represent all current
16 and former employees that worked for Defendants during the PAGA Period. On all other claims
17 mentioned herein, Plaintiff seeks to represent only non-exempt current and former employees that
18 worked for Defendants during the PAGA Period. Collectively, these employees are herein referred
19 to as “Aggrieved Employees.” The “PAGA Period” refers to three years preceding the date notice
20 was submitted to the LWDA, continuing past the date of notice to the LWDA into perpetuity.

21 **PARTIES**

22 2. Plaintiff VERCIA MCCOWAN is a resident of the State of California. At all
23 relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 employed Plaintiff as a non-exempt employee. Plaintiff worked as a job coach with duties that
25 included, but were not limited to, picking up and dropping off disabled people and placing them
26 back in the job force. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff
27 VERCIA MCCOWAN worked for Defendants from approximately April of 2023 through
28 approximately December of 2024.

3. Plaintiff is informed and believes and based thereon alleges that defendant WE CARE COMMUNITY SERVICE is, and at all times relevant hereto was, a limited liability company organized and existing under and by virtue of the laws of the State of California and doing business in the County of Los Angeles, State of California. At all relevant times herein, WE CARE COMMUNITY SERVICE employed Plaintiff and Aggrieved Employees within the State of California.

4. The true names and capacities, whether individual, corporate, associate, or otherwise, of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff is informed and believes and based thereon alleges that each of the defendants designated herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this complaint to reflect the true names and capacities of the defendants designated hereinafter as DOES when such identities become known.

JOINT LIABILITY ALLEGATIONS

5. Plaintiff is informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall include WE CARE COMMUNITY SERVICE, and any of their parent, subsidiary, or affiliated companies within the State of California, as well as DOES 1 through 100 identified herein.

6. Plaintiff is informed and believes and based thereon alleges that all the times mentioned herein, each of the Defendants was the agent, principal, employee, employer, representative, joint venture or co-conspirator of each of the other defendants, either actually or ostensibly, and in doing the things alleged herein acted within the course and scope of such agency, employment, joint venture, and conspiracy.

7. All of the acts and conduct described herein of each and every corporate defendant was duly authorized, ordered, and directed by the respective and collective defendant corporate

1 employers, and the officers and management-level employees of said corporate employers. In
2 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
3 their said employees, agents, and representatives, and each of them; and upon completion of the
4 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
5 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
6 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
7 aforementioned corporate employees, agents and representatives.

8 8. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
9 thereon alleges that Defendants, and each of them, are joint employers.

10 **JURISDICTION**

11 9. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
12 of Civil Procedure section 410.10.

13 10. Venue is proper in Los Angeles County, California pursuant to Code of Civil
14 Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where the
15 causes of action complained of herein arose; the county in which the employment relationship
16 began; the county in which performance of the employment contract, or part of it, between Plaintiff
17 and Defendants was due to be performed; the county in which the employment contract, or part of
18 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
19 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff
20 and Aggrieved Employees in Los Angeles County, and Defendants employ Aggrieved Employees
21 in Los Angeles County.

22 **PAGA REPRESENTATIVE ALLEGATIONS**

23 11. Plaintiff is an “Aggrieved Employee” under PAGA, as Plaintiff was employed by
24 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein, even
25 if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks to
26 recover civil penalties under PAGA, plus reasonable attorneys’ fees and costs, for Plaintiff and all
27 other Aggrieved Employees of Defendants during the PAGA Period.

28 12. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative

1 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
2 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
3 PAGA allegations described herein is not required.

4 13. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
5 such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified
6 in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the
7 PAGA Period.

8 14. Pursuant to Labor Code section 2699.3, on or around January 23, 2025, Plaintiff
9 provided written notice of Defendants' violation of various provisions of the Labor Code to the
10 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

11 15. Pursuant to Labor Code section 2699.3, on or around February 25, 2025, Plaintiff
12 provided an amended written notice of Defendants' violation of various provisions of the Labor
13 Code to the LWDA online and by certified mail, with return receipt requested, to Defendants
14 ("PAGA Notice").

15 16. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
16 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
17 calendar days of the PAGA Notice.

18 17. To the extent Defendants, or either of them, previously used the notice and cure
19 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
20 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
21 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
22 conference process pursuant to section 2699.3(f).

23 18. In the event that Defendants, or either of them, is/are determined to have satisfied
24 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
25 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
26 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

27 19. In the event that Defendants, or either of them, is/are determined to have, prior to
28 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff

1 and/or Plaintiff's counsel, adequately taken all reasonable steps to be in compliance with all
2 provisions identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to
3 section 2699(g)(1)-(3).

4 20. In the event that Defendants, or either of them is/are deemed to have adequately taken
5 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
6 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
7 Code section 2699(h)(1)-(3).

8 21. In the event, the LWDA and/or a court issued a finding or determination to the
9 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
10 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
11 any of them, would be subject to heightened penalties pursuant to Labor Code sections
12 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either
13 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving
14 of the PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations
15 as detailed herein was and is malicious, fraudulent, and/or oppressive. Thus, Defendants, or any of
16 them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack
17 eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

18 **FACTUAL ALLEGATIONS**

19 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew,
20 or should have known, that Plaintiff and Aggrieved Employees are entitled to receive wages for all
21 time worked, including regular, overtime, and double times wages, and that Plaintiff and Aggrieved
22 Employees were not receiving all wages owed for work that was required to be performed.

23 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
24 and have a policy or practice of requiring Plaintiff and other Aggrieved Employees to work more
25 than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a
26 workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime
27 wages.

1 24. Upon information and belief, Defendants failed to accurately track and/or pay for all
2 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
3 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
4 including, without limitation, by requiring Plaintiff and Aggrieved Employees to make or receive
5 phone calls off the clock and to drive off the clock all under Defendants' control.

6 25. In addition, Defendants failed to include all forms of remuneration, into the regular
7 rate of pay during pay periods where overtime was worked. Moreover, upon information and belief,
8 Defendants detrimentally rounded, edited and/or manipulated time entries so the hours recorded
9 were less than the hours actually worked.

10 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
12 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
13 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
14 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiff is further
15 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
16 violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
17 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
18 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
19 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

20 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
21 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
22 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
23 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
24 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
25 Aggrieved Employees lawful meal periods by, without limitation, failing to provide meal periods
26 all together; failing to provide a suitable break area; interrupting meal periods; not providing timely
27 meal periods; failing to provide second meal periods; providing short meal periods, including
28 without, limitation meal periods that that may appear on the record to be thirty minutes or longer

1 but in practice were shorter than thirty minutes; requiring that employees carry cellular telephones
2 or walkie-talkies during meal periods; otherwise requiring on-duty/on-call meal periods; and auto-
3 deducting meal periods that could not be auto-deducted by law or during which employees worked.
4 Plaintiff and other Aggrieved Employees personally suffered these violations. Consequently,
5 Plaintiff is informed and believes, and based thereon alleges, that Defendants violated Labor Code
6 sections 512 and 1198 each day for each Aggrieved Employee during the PAGA Period, and thus
7 each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each
8 day worked during the PAGA Period under Labor Code section 226.7. However, Plaintiff is
9 informed and believes that those premium payments under Labor Code section 226.7 were not made
10 for these non-compliant meal periods, either at all or at the proper regular rate of pay. Defendants
11 would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely
12 pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant meal
13 periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief
14 under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon
15 alleges, that Defendants' conduct that gave rise to such violations and was malicious, fraudulent, or
16 oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code section
17 2699(f)(2)(B)(ii).

18 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
20 including, without limitation, work over four-hour periods (or major fractions thereof) without
21 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
22 and complete ten-minute rest periods in which the employees are completely relieved of all of their
23 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
24 rest periods by, without limitation, failing to provide rest periods all together; failing to provide a
25 suitable rest facility; failing to provide rest periods that were at least ten minutes in length, including
26 rest periods that may have encompassed a total of ten minutes but were in practice less than ten
27 uninterrupted minutes due to, without limitation, requiring that rest periods be bundled and taken
28 together and/or with meal periods; interrupting rest periods; requiring Aggrieved Employees carry

1 cellular telephones or walkie-talkies during rest periods; not providing rest periods in a timely
2 fashion; not permitting Aggrieved Employees to leave the premises during rest periods; and
3 otherwise requiring on-duty/on-call rest periods. Plaintiff and other Aggrieved Employees
4 personally suffered these violations. Consequently, Plaintiff is informed and believes, and based
5 thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each Aggrieved
6 Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour
7 of premium pay at their regular rate of pay for each day worked during the PAGA Period under
8 Labor Code section 226.7. However, Plaintiff is informed and believes that those premium
9 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
10 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
11 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
12 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking
13 of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7,
14 or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
15 and based thereon alleges, that Defendants' conduct above gave rise to such violations and was
16 malicious, fraudulent, or oppressive. As such, Defendants are further liable for civil penalties
17 pursuant to Labor Code section 2699(f)(2)(B)(ii).

18 29. As a result of, among other things, Defendants' herein-described policy or practice
19 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
20 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
21 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
22 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
23 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
24 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
25 inclusive dates of the period for which the employee is paid; the name of the employee and only the
26 last four digits of their social security number or an employee identification number other than a
27 social security number; all deductions; all applicable hourly rates in effect during the pay period and
28 the corresponding number of hours worked at each hourly rate by the employee; the legal name and

1 address of the employer, and other such information as required by Labor Code section 226,
2 subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized
3 wage statements that accurately reflect the hours worked by Plaintiff and other Aggrieved
4 Employees and the rates of pay at which they were or should have been paid (including due to failure
5 to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and
6 paid at each rate, as well. Consequently, Plaintiff is informed and believes, and based thereon
7 alleges, that Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved
8 Employee during the PAGA Period, and that, thus Plaintiff and each Aggrieved Employee
9 personally suffered these violations and was owed penalties under Labor Code section 226 for each
10 pay period worked during the PAGA Period. Plaintiff is informed and believes that those penalties
11 under Labor Code section 226 were not paid for these violations of Labor Code section 226.
12 Defendants would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558,
13 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
14 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
15 violations and was malicious, fraudulent, or oppressive. Thus, Defendants would further be liable
16 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

17 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
18 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
19 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
20 failing to pay all overtime wages owed, including for failure to pay at overtime the proper rate of
21 pay; all minimum wages; all premium pay owed; and all paid sick leave, as set forth above, among
22 other things. Consequently, Plaintiff is informed and believes, and based thereon alleges, that
23 Defendants violated Labor Code sections 201, 202 203, and 1198 each pay period for each
24 Aggrieved Employee during the PAGA Period, and thus Plaintiff and each Aggrieved Employee
25 personally suffered these violations and was owed penalties under Labor Code section 203 for each
26 pay period worked during the PAGA Period. However, Plaintiff is informed and believes that those
27 penalties under Labor Code section 203 were not made for these violations of Labor Code sections
28 201, 202, and 203. Defendants would thus be liable for civil penalties pursuant to Labor Code

1 sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Plaintiff is
2 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
3 to such violations and was malicious, fraudulent, or oppressive. As such, Defendants would further
4 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

5 31. Plaintiff is informed and believes, and based thereon alleges that Defendants also
6 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
7 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal
8 vehicles (*i.e.*, mileage and gas), and for the purchase and maintenance of cellular phones and cellular
9 phone plans, in direct consequence of the discharge of their duties, or of their obedience to the
10 directions of Defendants, as required by Labor Code sections 1198, 2800, 2802, and other statutory
11 and common law offenses. As a result, Plaintiff and other Aggrieved Employees have personally
12 suffered these violations and Defendants are liable to reimburse Plaintiff and other Aggrieved
13 Employees for these costs incurred in furtherance of work duties. Defendants would thus be liable
14 for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under
15 sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon
16 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
17 or oppressive. As such, Defendants would further be liable for civil penalties pursuant to Labor
18 Code section 2699(f)(2)(B)(ii).

19 32. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
20 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
21 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
22 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
23 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
24 any calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
25 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
26 and other Aggrieved Employees all wages owed every day and every workweek in accordance with
27 Labor Code sections 204 and 1198. Plaintiff is informed and believes, and based thereon alleges,
28 that Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees

1 have personally suffered these violations. As such, Defendants would be liable for civil penalties
2 pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections
3 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that
4 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
5 oppressive. Therefore, Defendants would further be liable for civil penalties pursuant to Labor Code
6 section 2699(f)(2)(B)(ii).

7 33. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
8 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
9 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
10 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
11 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
12 the sick pay was not provided at the proper regular of pay as required under California law due to
13 failure to properly calculate the regular rate. Plaintiff is further informed and believes that
14 Defendants also did not permit its use upon request by Defendants and other Aggrieved Employees
15 as contemplated under California and local laws, including, without limitation, under Labor Code
16 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
17 without retaliation. Plaintiff is additionally informed and believes that the notice requirement of
18 Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace
19 injury reporting. Plaintiff is thus informed and believes that Defendants violated these Labor Code
20 sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees
21 have personally suffered violations under these sections and Defendants would be liable for civil
22 penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699,
23 as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.
24 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above
25 gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would further
26 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 34. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
28 that Defendants failed and continue to fail to keep adequate or accurate time records including wage

1 statements and similar payroll documents under Labor Code section 226, documents signed to
2 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
3 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
4 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiff
5 and the Aggrieved Employees personally suffered these violations, which in turn would entitle
6 Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and
7 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558,
8 1174.5, and 2699. Plaintiff further informed and believes, and based thereon alleges, that
9 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
10 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
11 2699(f)(2)(B)(ii).

12 35. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
13 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
14 the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
15 Employees pursuant to PAGA.

16 **FIRST AND ONLY CAUSE OF ACTION**

17 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

18 36. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
19 preceding paragraphs as though fully set forth hereat.

20 **Civil Penalties Under Labor Code § 210**

21 37. At all relevant times herein, Labor Code section 204, requires and required that:
22 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
23 between the 16th and 26th day of the month during which the labor was performed, and labor
24 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
25 between the 1st and 10th day of the following month.”

26 38. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
27 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
28 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,

1 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
2 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
3 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
4 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

5 39. At all relevant times herein, Defendants have had a consistent policy or practice of
6 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
7 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
8 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
9 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
10 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
11 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
12 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
13 violation in connection with each payment that was made in violation of Labor Code section 204.

14 Civil Penalties Under Labor Code § 226.3

15 40. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
16 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
17 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
18 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
19 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

20 41. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
21 this section are in addition to any other penalty provided by law.”

22 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
23 and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
24 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements
25 that accurately reflect gross wages earned; total hours worked; net wages earned; the name and
26 address of each employer with whom they have been placed to work; all applicable hourly rates in
27 effect during the pay period and the corresponding number of hours worked at each hourly rate; the
28 legal name of the employer; and other such information as required by Labor Code section 226,

1 subdivision (a).

2 43. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
3 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
4 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
5 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
6 period for each subsequent violation.

7 Violation of Labor Code § 558

8 44. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
9 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
10 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil
11 penalty as follows:

12 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
13 pay period for which the employee was underpaid in addition to an amount sufficient
14 to recover underpaid wages;

15 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
16 employee for each pay period for which the employee was underpaid in addition to
17 an amount sufficient to recover underpaid wages;

18 (3) Wages recovered pursuant to this section shall be paid to the affected employee."

19 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
20 each of them, violated, or caused to be violated, the Labor Code sections and Wage Orders
21 regulating wages, hours and days of work described herein, including but not limited to Labor Code
22 sections 201-204, 223, 226.7, 510, 511, 512, 551, 552, 1182.12, 1194, 1197, 1198, and 2802.

23 46. As a direct and proximate result of the herein-described Labor Code violations,
24 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
25 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
26 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
27 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

28 Violation of Labor Code § 1174.5

1 47. At all times mentioned herein, Labor Code section 1174, subdivision (b) has
2 required every person employing labor in California to “[a]llow any member of the commission or
3 the employees of the Division of Labor Standards Enforcement free access to the place of business
4 or employment of the person to secure any information or make any investigation that they are
5 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
6 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
7 or papers of the person.”

8 48. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
9 every person employing labor in California to “[k]eep a record showing the names and addresses of
10 all employees employed and the ages of all minors.”

11 49. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
12 every person employing labor in California to “[k]eep, at a central location in the state or at the
13 plants or establishments at which employees are employed, payroll records showing the hours
14 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
15 piece rate paid to, employees employed at the respective plants or establishments. These records
16 shall be kept in accordance with rules established for this purpose by the commission, but in any
17 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
18 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
19 earned.”

20 50. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
21 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
22 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
23 member of the commission or employees of the division to inspect records pursuant to subdivision
24 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

25 51. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
26 willfully failed to keep adequate or accurate time records including wage statements and similar
27 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
28 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records

1 under Labor Code section 1174.

2 52. As a direct and proximate result of the herein-described Labor Code violations,
3 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
4 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
5 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

6 Violation of Labor Code § 1197.1

7 53. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
8 person acting either individually or as an officer, agent, or employee of another person, who pays
9 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
10 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
11 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
12 Section 203 as follows:

- 13 (1) For any initial violation that is intentionally committed, one hundred dollars
14 (\$100) for each underpaid employee for each pay period for which the
15 employee is underpaid. This amount shall be in addition to an amount
16 sufficient to recover underpaid wages, liquidated damages pursuant to Section
17 1194.2, and any applicable penalties imposed pursuant to Section 203.
- 18 (2) For each subsequent violation for the same specific offense, two hundred fifty
19 dollars (\$250) for each underpaid employee for each pay period for which the
20 employee is underpaid regardless of whether the initial violation is
21 intentionally committed. This amount shall be in addition to an amount
22 sufficient to recover underpaid wages, liquidated damages pursuant to Section
23 1194.2, and any applicable penalties imposed pursuant to Section 203.
- 24 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
25 Section 203, recovered pursuant to this section shall be paid to the affected
26 employee."

27 54. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
28 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants

1 routinely failing to accurately track and/or pay for all minutes actually worked by Plaintiff and
2 Aggrieved Employees at the proper rates of pay, as described above.

3 55. As a direct and proximate result of the herein-described Labor Code violations,
4 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
5 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of one
6 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
7 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
8 subsequent violation.

9 Civil Penalties Under Labor Code § 2699

10 56. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
11 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
12 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
13 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
14 action brought by an Aggrieved Employee on behalf of himself or herself and other current or former
15 employees pursuant to the procedures specified in Labor Code section 2699.3.

16 57. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
17 each of them, violated the Labor Code sections described in the preceding paragraphs.

18 58. As such, Plaintiff and Aggrieved Employees are entitled to injunctive relief, one
19 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
20 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
21 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

22 59. Moreover, Plaintiff and other Aggrieved Employees within the State of California
23 whom Plaintiff seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
24 connection with their herein-described claims for civil penalties.

1 **PRAYER**

2 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
3 judgment against Defendants as follows:

- 4 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
5 1174.5, 1197.1, and 2699;
- 6 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
7 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 8 C. For equitable, including, without limitation, injunctive relief;
- 9 C. Pre-judgment and post-judgment interest;
- 10 D. For costs of suit incurred herein; and
- 11 E. Such other and further relief as the Court deems just and proper.

12 Dated: February 20, 2026

BIBIYAN LAW GROUP, P.C.

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14 BY: /s/ Gayane Ghandilyan

15 MOLLY DESARIO

16 GAYANE GHANDILYAN

17 Attorneys for Plaintiff VERCIA MCCOWAN
18 and on behalf of all other Aggrieved
19 Employees
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