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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 PLACER

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

Plaintiff

v.

ULMUS HOLDINGS, LLC, a California
limited liability company doing business as
Rock Creek Care; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: S-CV-0057273

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 Jerry Dogan (“Plaintiff”), as an Aggrieved Employee, and on behalf of all other
2 Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004, alleges as
3 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 Ulmus Holdings, LLC,
7 a California limited liability company, and any of its respective subsidiaries or affiliated companies
8 within the State of California (“Ulmus”) (hereinafter, with DOES 1 through 100, as further defined
9 below, “Defendants”) as a proxy of the Labor and Workforce Development Agency of the State of
10 California (“LWDA”), on behalf of Plaintiff and all Aggrieved Employees that worked for
11 Defendants during the PAGA Period. Specifically, in connection with any alleged claims for failure
12 to comply with Labor Code sections 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 233, 234,
13 245, 246, 432, 432.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5,
14 1197, 1197.1, 2800, 2802, 2699, among others, Government Code section 12952, as well as
15 applicable Wage Orders, Plaintiff seeks to represent all current and former employees that worked
16 for Defendants during the PAGA Period. On all other claims mentioned herein, Plaintiff seeks to
17 represent only non-exempt current and former employees that worked for Defendants during the
18 PAGA Period. Collectively, these employees are herein referred to as “Aggrieved Employees.” The
19 “PAGA Period” refers to three years preceding the date notice was submitted to the LWDA,
20 continuing past the date of notice to the LWDA into perpetuity.

21 **PARTIES**

22 2. Plaintiff JERRY DOGAN is a resident of the State of California. At all relevant
23 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 employed Plaintiff as a non-exempt employee with duties that included, but were not limited to,
25 transporting patients to and from medical appointments. Plaintiff is informed and believes, and
26 based thereon alleges, that Plaintiff JERRY DOGAN worked for Defendants from approximately
27 January of 2025 through approximately February 5, 2025.

28 3. Plaintiff is informed and believes and based thereon alleges that defendant Ulmus is,

1 and at all times relevant hereto was, a limited liability company organized and existing under and
2 by virtue of the laws of the State of California and doing business in the County of Placer, State of
3 California. At all relevant times herein, Ulmus employed Plaintiff and Aggrieved Employees within
4 the State of California.

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

12 **JOINT LIABILITY ALLEGATIONS**

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

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

24 7. All of the acts and conduct described herein of each and every corporate defendant
25 was duly authorized, ordered, and directed by the respective and collective defendant corporate
26 employers, and the officers and management-level employees of said corporate employers. In
27 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
28 their said employees, agents, and representatives, and each of them; and upon completion of the

1 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
2 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
3 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
4 aforementioned corporate employees, agents and representatives.

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

7 **JURISDICTION**

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

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

18 **PAGA REPRESENTATIVE ALLEGATIONS**

19 11. Plaintiff is an "Aggrieved Employee" under PAGA, as Plaintiff was employed by
20 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein, even
21 if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks to
22 recover civil penalties under PAGA, plus reasonable attorneys' fees and costs, for Plaintiff and all
23 other Aggrieved Employees of Defendants during the PAGA Period.

24 12. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
25 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
26 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
27 PAGA allegations described herein is not required.

28 13. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees

1 such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified
2 in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the
3 PAGA Period.

4 14. Pursuant to Labor Code section 2699.3, on or around April 22, 2025, Plaintiff
5 provided written notice of Defendants' violation of various provisions of the Labor Code to the
6 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

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

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

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

19 18. In the event that Defendants, or either of them, is/are determined to have, prior to
20 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
21 and/or Plaintiff's counsel, adequately taken all reasonable steps to be in compliance with all
22 provisions identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to
23 section 2699(g)(1)-(3).

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

28 20. In the event, the LWDA and/or a court issued a finding or determination to the

1 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
2 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
3 any of them, would be subject to heightened penalties pursuant to Labor Code sections
4 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either
5 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving
6 of the PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations
7 as detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among
8 other reasons, Defendants have been sued for these violations in the past. Thus, Defendants, or any
9 of them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and
10 lack eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

11 **FACTUAL ALLEGATIONS**

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

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

21 23. Upon information and belief, Defendants failed to accurately track and/or pay for all
22 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
23 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
24 including, without limitation, by requiring Plaintiff and Aggrieved Employees to make or receive
25 phone calls off the clock. Moreover, from information provided by Defendant, it appears that, at
26 least for a portion of time, Defendant failed to pay for all time clocked in by Plaintiff and Aggrieved
27 Employees because of, although unclear from the time and pay records shown editing and/or
28 manipulation of time entries to show less hours than actually worked.

1 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
3 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
4 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
5 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiff is further
6 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
7 violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
8 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
9 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
10 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

11 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
12 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
13 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
14 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
15 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
16 Aggrieved Employees lawful meal periods by, without limitation, failure to provide a suitable break
17 area; by interrupting meal periods; not providing timely meal periods; failing to provide first and
18 second meal periods; providing short meal periods, including without, limitation meal periods that
19 were recorded for less than thirty minutes, and meal periods that may appear on the record to be
20 thirty minutes or longer but in practice were shorter than thirty minutes due to requiring that
21 employees carry cellular telephones during meal periods; and otherwise requiring on-duty/on-call
22 meal periods. Plaintiff and other Aggrieved Employees personally suffered these violations.
23 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated
24 Labor Code sections 512 and 1198 each day for each Aggrieved Employee during the PAGA Period,
25 and thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay
26 for each day worked during the PAGA Period under Labor Code section 226.7. However, Plaintiff
27 is informed and believes that those premium payments under Labor Code section 226.7 were not
28 made for these non-compliant meal periods, either at all or at the proper regular rate of pay.

1 Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure
2 to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant
3 meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive
4 relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based
5 thereon alleges, that Defendants' conduct that gave rise to such violations and was malicious,
6 fraudulent, or oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor
7 Code section 2699(f)(2)(B)(ii).

8 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
10 including, without limitation, work over four-hour periods (or major fractions thereof) without
11 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
12 and complete ten-minute rest periods in which the employees are completely relieved of all of their
13 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
14 rest periods by, without limitation, by failing to provide rest periods all together; failing to provide
15 a suitable rest facility; failing to provide rest periods that were at least ten minutes in length,
16 including rest periods that were shorter than ten minutes, or rest periods that may have encompassed
17 a total of ten minutes but were in practice less than ten uninterrupted minutes due to, due to requiring
18 that employees carry cellular telephones during rest periods; interrupting them; and otherwise
19 requiring on-duty/on-call rest periods. Plaintiff and other Aggrieved Employees personally suffered
20 these violations. Consequently, Plaintiff is informed and believes, and based thereon alleges, that
21 Defendants violated the applicable Wage Order(s) each day for each Aggrieved Employee during
22 the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at
23 their regular rate of pay for each day worked during the PAGA Period under Labor Code section
24 226.7. However, Plaintiff is informed and believes that those premium payments under Labor Code
25 section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper
26 regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Defendants would thus be
27 liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages),
28 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing

1 to provide premium pay under Labor Code section 226.7, or injunctive relief under sections
2 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that
3 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
4 oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code section
5 2699(f)(2)(B)(ii).

6 27. As a result of, among other things, Defendants' herein-described policy or practice
7 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
8 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
9 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
10 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
11 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
12 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
13 inclusive dates of the period for which the employee is paid; the name of the employee and only the
14 last four digits of their social security number or an employee identification number other than a
15 social security number; all deductions; all applicable hourly rates in effect during the pay period and
16 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
17 address of the employer, and other such information as required by Labor Code section 226,
18 subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized
19 wage statements that accurately reflect the hours worked by Plaintiff and other Aggrieved
20 Employees and the rates of pay at which they were or should have been paid (including due to failure
21 to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and
22 paid at each rate, as well. Consequently, Plaintiff is informed and believes, and based thereon
23 alleges, that Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved
24 Employee during the PAGA Period, and that, thus Plaintiff and each Aggrieved Employee
25 personally suffered these violations and was owed penalties under Labor Code section 226 for each
26 pay period worked during the PAGA Period. Plaintiff is informed and believes that those penalties
27 under Labor Code section 226 were not paid for these violations of Labor Code section 226.
28 Defendants would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558,

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

5 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
6 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
7 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
8 failing to pay all overtime wages owed, including for failure to pay at overtime the proper rate of
9 pay; all minimum wages; and all premium pay owed; and all paid sick leave, as set forth above,
10 among other things. Consequently, Plaintiff is informed and believes, and based thereon alleges,
11 that Defendants violated Labor Code sections 201, 202 203, and 1198 each pay period for each
12 Aggrieved Employee during the PAGA Period, and thus Plaintiff and each Aggrieved Employee
13 personally suffered these violations and was owed penalties under Labor Code section 203 for each
14 pay period worked during the PAGA Period. However, Plaintiff is informed and believes that those
15 penalties under Labor Code section 203 were not made for these violations of Labor Code sections
16 201, 202, and 203. Defendants would thus be liable for civil penalties pursuant to Labor Code
17 sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Plaintiff is
18 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
19 to such violations and was malicious, fraudulent, or oppressive. As such, Defendants would further
20 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 29. Plaintiff is informed and believes, and based thereon alleges that Defendants also
22 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
23 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for the purchase and
24 maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge of
25 their duties, or of their obedience to the directions of Defendants, as required by Labor Code sections
26 1198, 2800, 2802, and other statutory and common law offenses. As a result, Plaintiff and other
27 Aggrieved Employees have personally suffered these violations and Defendants are liable to
28 reimburse Plaintiff and other Aggrieved Employees for these costs incurred in furtherance of work

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

6 30. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
7 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
8 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
9 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
10 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
11 any calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
12 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
13 and other Aggrieved Employees all wages owed every day and every workweek in accordance with
14 Labor Code sections 204 and 1198. Plaintiff is informed and believes, and based thereon alleges,
15 that Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees
16 have personally suffered these violations. As such, Defendants would be liable for civil penalties
17 pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections
18 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that
19 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
20 oppressive. Therefore, Defendants would further be liable for civil penalties pursuant to Labor Code
21 section 2699(f)(2)(B)(ii).

22 31. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
23 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
24 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
25 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
26 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
27 the sick pay was not provided at the proper regular of pay as required under California law due to
28 failure to properly calculate the regular rate. Plaintiff is further informed and believes that

1 Defendants also did not permit its use upon request by Defendants and other Aggrieved Employees
2 as contemplated under California and local laws, including, without limitation, under Labor Code
3 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
4 without retaliation. Plaintiff is additionally informed and believes that the notice requirement of
5 Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace
6 injury reporting. Plaintiff is thus informed and believes that Defendants violated these Labor Code
7 sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees
8 have personally suffered violations under these sections and Defendants would be liable for civil
9 penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699,
10 as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.
11 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above
12 gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would further
13 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

14 32. [Where Applicable and the Portions Applicable Based on What Was Received] In
15 addition to the above, Plaintiff is informed and believes, and based thereon alleges that Defendants
16 failed and continue to fail to keep adequate or accurate time records including wage statements and
17 similar payroll documents under Labor Code section 226, documents signed to obtain or hold
18 employment under Labor Code section 432, personnel records under Labor Code section 1198.5,
19 time records under Labor Code section 1174, making it difficult for Plaintiff and other Aggrieved
20 Employees to calculate their unpaid wages and/or premium payments. Plaintiff and the Aggrieved
21 Employees personally suffered these violations, which in turn would entitle Plaintiff and other
22 Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants
23 would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699.
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 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
28 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or

1 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
2 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
3 limitation, terms known to be illegal in purported arbitration agreements, and other written
4 documents presented for signature and/or assent to Plaintiff and/or Aggrieved Employees by
5 Defendants. Defendants also required Plaintiff and Aggrieved Employees to inform prospective
6 employers of Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work.
7 As a result, Plaintiff is informed and believes that Defendants violated Labor Code sections 432.5
8 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and
9 other Aggrieved Employees personally suffered these violations, and that Defendants violated,
10 without limitation, Labor Code section 432.5 and Government Code section 12952, entitling
11 Plaintiff and other Aggrieved Employees to damages. Plaintiff is further informed and believes, and
12 based thereon alleges, that Defendants' conduct above gave rise to such violations and was
13 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to
14 Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and
15 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
16 2699(f)(2)(B)(ii).

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

21 **FIRST AND ONLY CAUSE OF ACTION**

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

23 35. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
24 preceding paragraphs as though fully set forth hereat.

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

26 36. At all relevant times herein, Labor Code section 204, requires and required that:
27 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
28 between the 16th and 26th day of the month during which the labor was performed, and labor

1 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
2 between the 1st and 10th day of the following month.”

3 37. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
4 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
5 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
6 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
7 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
8 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
9 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

10 38. At all relevant times herein, Defendants have had a consistent policy or practice of
11 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
12 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
13 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
14 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
15 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
16 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
17 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
18 violation in connection with each payment that was made in violation of Labor Code section 204.

19 Civil Penalties Under Labor Code § 226.3

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

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

27 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
28 and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by

1 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements
2 that accurately reflect gross wages earned; total hours worked; net wages earned; the name and
3 address of each employer with whom they have been placed to work; all applicable hourly rates in
4 effect during the pay period and the corresponding number of hours worked at each hourly rate; and
5 other such information as required by Labor Code section 226, subdivision (a).

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

11 Violation of Labor Code § 558

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

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

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

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

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

27 45. As a direct and proximate result of the herein-described Labor Code violations,
28 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover

1 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
2 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
3 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

4 Violation of Labor Code § 1174.5

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

12 47. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
13 every person employing labor in California to "[k]eep a record showing the names and addresses of
14 all employees employed and the ages of all minors."

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

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

50. Plaintiff is informed and believes, and based thereon alleges, that Defendants have willfully failed to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174.

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

Violation of Labor Code § 1197.1

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

- (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
- (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
- (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to

1 Section 203, recovered pursuant to this section shall be paid to the affected
2 employee.”

3 53. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
4 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants
5 routinely failing to accurately track and/or pay for all minutes actually worked by Plaintiff and
6 Aggrieved Employees at the proper rates of pay, as described above.

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

13 Civil Penalties Under Labor Code § 2699

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

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

22 57. As such, Plaintiff and Aggrieved Employees are entitled to injunctive relief, one
23 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
24 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
25 to the extent Defendants’ conduct is found to be malicious, fraudulent and/or oppressive.

26 58. Moreover, Plaintiff and other Aggrieved Employees within the State of California
27 whom Plaintiff seeks to represent are entitled to an award of reasonable attorneys’ fees and costs in
28 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 12, 2026

BIBIYAN LAW GROUP, P.C.

13
14 BY: /s/ Bryce Bommer

15 BRYCE BOMMER

16 Attorneys for Plaintiff JERRY DOGAN and
17 on behalf of all other Aggrieved Employees
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