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10 Attorneys for Plaintiff, MICHAEL YAMAMOTO, as an aggrieved employee, and on
11 behalf of all other aggrieved employees,

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13
14 **FOR THE COUNTY OF LOS ANGELES**

15 MICHAEL YAMAMOTO, as an aggrieved
16 employee, and on behalf of all other aggrieved
17 employees under the Labor Code Private
18 Attorneys' General Act of 2004,

19
20 Plaintiff,

21
22 v.

23 FEDERAL EXPRESS CORPORATION, a
24 Delaware Stock Corporation; FEDEX
25 CORPORATION, a Delaware corporation;
26 and DOES 1 through 100, inclusive,

27
28 Defendants.

CASE NO.: **25STCV22845**

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**

DEMAND FOR JURY TRIAL

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

COMES NOW plaintiff MICHAEL YAMAMOTO (“Mr. Yamamoto” or “Plaintiff”), as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys’ General Act of 2004, and alleges as follows:

JURISDICTION AND VENUE

1. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against FEDERAL EXPRESS CORPORATION (“FEDERAL EXPRESS”) and FEDEX CORPORATION (“FEDEX”), and any of its respective subsidiaries or affiliated companies within the State of California, (FEDERAL EXPRESS and FEDEX, collectively with their respective subsidiaries or affiliated companies within the State of California, and DOES 1 through 100, as further defined below, are collectively hereinafter referred to as “Defendants”), as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former California employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with the Labor Code. Specifically, in connection with the alleged claims for failure to comply with Labor Code sections 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 227.3, 245, *et seq.*, 432, 510, 558, 558.1, 1174, 1174.5, 1194, 1197, 1198, 1198.5, and 2699.

2. Plaintiff seeks to represent all California employees of Defendants working within one (1) year preceding Plaintiff’s provision of notice to the LWDA of the herein-described Labor Code violations and continuing past the date of Plaintiff’s PAGA Notice letter indefinitely based on Defendants’ continuing violations (“Civil Penalty Period”). These employees shall collectively be referred to herein as “Aggrieved Employees”.

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

4. Venue is proper in Los Angeles County, California pursuant to Code of Civil Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where the causes of action complained of herein arose; the county in which the employment relationship began; the county in which performance of the employment contract, or part of it, between Plaintiff

1 and Defendants was due to be performed; the county in which the employment contract, or part of
2 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
3 or some of them, reside or do business. Moreover, the unlawful acts alleged herein have a direct
4 effect on Plaintiff and Aggrieved Employees in Los Angeles County, and because Defendants
5 employ numerous Aggrieved Employees in Los Angeles County.

6 5. Plaintiff is informed and believes and based thereon alleges that, pursuant to
7 California Code of Civil Procedure section 395.5, Venue is proper in this judicial district and the
8 County of Los Angeles because Defendants transact business within this judicial district and conduct
9 alleged by Plaintiff herein occurred in this judicial district. (*See also Crestwood Behavioral Health,*
10 *Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 [venue in a PAGA action is proper in any county
11 where the defendants committed Labor Code violations against some of its employees].)

12 6. Based on information and belief, Plaintiff is an “aggrieved employee” under PAGA,
13 as Plaintiff was employed by Defendants during the applicable statutory period and suffered the
14 Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the
15 term “civil penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the
16 Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.*
17 (“PAGA”), as amended, plus reasonable attorneys’ fees and costs, for Plaintiff and all other
18 aggrieved current and former employees of Defendants during the Civil Penalty Period.

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

23 8. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
24 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 227.3, 245, *et seq.*, 432, 510, 558, 558.1, 1174,
25 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2699, among others.

26 9. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
27 such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within
28 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures

1 specified in Labor Code section 2699.3.

2 10. On or around May 30, 2025, Plaintiff provided written notice pursuant to Labor Code
3 section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation
4 of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as
5 by certified mail, with return receipt requested to Defendants, and each of them.

6 11. To the extent that any of the Defendants previously used the notice and cure
7 provisions of Labor Code section 2699.3 within the last twelve months, under Labor Code section
8 2699.3(d), then Defendants, or those who have availed themselves of the cure provisions validly,
9 are not eligible to cure the violations discussed herein under Labor Code section 2699.3 or otherwise
10 using the early evaluation conference process under Labor Code section 2699.3(f).

11 12. Insofar as any of the Defendant(s) is/are determined to have satisfied Labor Code
12 sections 2699(g), 2699(h), or otherwise 2699(d)(1), said Defendants, or any that is determined to
13 have satisfied Labor Code sections 2699(g) or (h), is/are also, in the alternative, liable for civil
14 penalties pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

15 13. Insofar as any of the Defendant(s) is/are determined to have, prior to Plaintiff's
16 PAGA Notice or a request for records under Labor Code sections 226, 432, or 1198.5, from Plaintiff
17 and/or Plaintiff's counsel, adequately taken all reasonable steps to be in compliance with all
18 provisions identified in Plaintiff's PAGA Notice, said Defendant(s) is/are still liable for civil
19 penalties pursuant to Labor Code section 2699(g)(1)-(3).

20 14. Insofar as any of the Defendant(s) is/are deemed to have adequately taken all
21 reasonable steps to be in compliance with all provisions identified in Plaintiff's PAGA Notice within
22 sixty (60) days of receiving Plaintiff's PAGA Notice, said Defendant(s) is/are still liable for civil
23 penalties pursuant to Labor Code section 2699(h)(1)-(3).

24 15. Insofar as the LWDA or a court has issued a finding or determination as to the
25 Defendants, or any of them, that its/their policy(ies) or practice(s) giving rise to such violations
26 was/were unlawful, said Defendant(s) is/are further liable for civil penalties pursuant to Labor Code
27 section 2699(f)(2)(B)(i). Furthermore, insofar as Defendants, or any of them, was/were found to
28 have unlawfully committed some or all of the above-referenced Labor Code violations, said

1 Defendant(s) is/are subject to increased penalties, as applicable, under Labor Code sections
2 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are *not* eligible for reduced penalties under
3 either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the
4 serving of Plaintiff's PAGA Notice.

5 16. Moreover, regardless of the foregoing, because Defendants' conduct giving rise to
6 the violations described herein was and is malicious, fraudulent, and/or oppressive, the Defendants
7 are thus subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor
8 Code sections 2699(g)(3) and 2699(h)(3), are *not* eligible for reduced penalties under either Labor
9 Code section 2699(g) or 2699(h), for remedying violations either prior to or after the Defendants'
10 receipt of Plaintiff's PAGA Notice.

11 17. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
12 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
13 calendar days of May 30, 2025, postmarked date of the herein-described notice sent by Plaintiff to
14 the LWDA and Defendants.

15 **PAGA REPRESENTATIVE ALLEGATIONS**

16 18. At all relevant times mentioned herein, Defendants had written policies promising
17 accruals and payouts of vacation time, floating holidays, personal days, and/or paid time off to
18 Plaintiff and other Aggrieved Employees, or some of them.

19 19. At all relevant times mentioned herein, Defendants had and have a policy or practice
20 of failing to pay minimum and overtime wages to Plaintiff and other Aggrieved Employees, or some
21 of them, due to using an accrual method for paying vacation benefits, floating holiday hours,
22 personal day hours, and/or paid time off to Plaintiff and other Aggrieved Employees, or some of
23 them, but not promptly paying out all accrued unused vacation benefits, floating holiday hours,
24 personal day hours and/or paid time off; failing to pay all vacation benefits, floating holiday hours,
25 personal day hours, and/or paid time off accrued using the proper regular rate of pay; and failing to
26 include all forms of remuneration, including accrued vacation benefits, floating holiday hours,
27 personal day hours, and/or paid time off, into the regular rate of pay for the pay periods where
28

1 overtime was worked and the additional compensation was earned for the purpose of calculating the
2 overtime rate of pay, to the detriment of Plaintiff and other Aggrieved Employees.

3 20. At all relevant times mentioned herein, Defendants had and have a practice or policy
4 of failing to compensate Plaintiff and other Aggrieved Employees at least minimum wages for all
5 accrued unused vacation benefits, floating holiday hours, personal day hours, and/or paid time off,
6 to the detriment of Plaintiff and other Aggrieved Employees.

7 21. At all relevant times mentioned herein, Defendants had and have a policy or practice
8 of failing to provide Plaintiff and other Aggrieved Employees the full amount of their wages owed
9 to them upon termination, resignation, or other separation of employment as required by Labor Code
10 sections 201 and 202, including for, without limitation, failing to pay accrued unused vacation time,
11 floating holiday hours, personal day hours, and/or paid time off wages at the proper rate(s) of pay
12 pursuant to Labor Code section 227.3.

13 22. At all relevant times mentioned herein, Defendants had and have a policy or practice
14 of failing to provide Plaintiff and other Aggrieved Employees the full amount of their wages for
15 labor performed in a timely fashion as required under Labor Code section 204.

16 23. At all relevant times mentioned herein, Defendants had and have a policy or practice
17 of failing to provide Plaintiff and other Aggrieved Employees with itemized wage statements that
18 accurately reflect gross wages earned; total hours worked; net wages earned; all applicable hourly
19 rates in effect during the pay period and the corresponding number of hours worked at each hourly
20 rate; accruals, usage and payouts for vacation time/benefits, floating holiday hours, personal day
21 hours, and paid time off; and other such information as required by Labor Code section 226,
22 subdivision (a). As a result thereof, Defendants have, on occasion, further failed to furnish
23 employees with an accurate calculation of gross and gross wages earned, as well as gross and net
24 wages paid.

25 24. At all relevant times mentioned herein, Defendants had and have a policy or practice
26 of failing to comply with Labor Code section 226, subdivision (a) by failing to keep adequate or
27 accurate time records including wage statements and similar payroll documents under Labor Code
28 section 226, intentionally failing to furnish Plaintiff and other Aggrieved Employees with

1 documents signed to obtain or hold employment under Labor Code section 432, personnel records
2 under Labor Code section 1198.5, and time records under Labor Code section 1174, making it
3 difficult for Plaintiff and other Aggrieved Employees to calculate their unpaid wages and/or
4 premium payments, to the detriment of Plaintiff and other Aggrieved Employees.

5 25. At all relevant times mentioned herein, Defendants had and have a policy or practice
6 of failing to timely pay Plaintiff and other Aggrieved Employees, among other wages, all wages
7 owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime
8 wages, minimum wages, premium wages, paid time off and vacation time owed as required by Labor
9 Code sections 201, 202, and 203.

10 26. At all relevant times mentioned herein, Defendants have had a policy or practice of
11 failing to pay Plaintiff and Aggrieved Employees their wages in accordance with Labor Code
12 Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of
13 any calendar month shall be paid for between the 16th and 26th day of the month during which the
14 labor was performed, and labor performed between the 16th and the last day, inclusive of any
15 calendar month, shall be paid for between the 1st and 10th day of the following month" and for
16 payroll periods such as those that are weekly, biweekly, or semimonthly, wages must be paid within
17 seven (7) calendar days following the close of the payroll period in which wages were earned.

18 27. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
19 Code sections 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699 for the herein-described acts, which
20 violate the California Labor Code as described above, including on behalf of Plaintiff and other
21 Aggrieved Employees pursuant to PAGA.

22 **PARTIES**

23 **A. Plaintiff**

24 28. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
25 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff with duties
26 that included, but were not limited to, coordinating the arrival of trucks, loading containers into
27 trailers, ensuring timely dispatch, and delivering emergency packages. Plaintiff is informed and
28 believes, and based thereon alleges, that Plaintiff worked for Defendant from approximately 2013

1 through May of 2024.

2 **B. Defendants**

3 29. Plaintiff is informed and believes and based thereon alleges that defendant
4 FEDERAL EXPRESS is, and at all times relevant hereto was, a Stock corporation organized,
5 authorized, and licensed to do business in Delaware. Plaintiff is further informed and believes, and
6 based thereon alleges, that defendant FEDERAL EXPRESS is authorized to, and does in fact,
7 operate and do business in the County of Los Angeles, State of California. At all relevant times
8 herein, defendant FEDERAL EXPRESS employed Plaintiff and similarly aggrieved employees within
9 the County of Los Angeles in the State of California.

10 30. Plaintiff is informed and believes and based thereon alleges that defendant FEDEX,
11 and at all times relevant hereto was, a corporation organized, authorized, and licensed to do business
12 in the State of Delaware. Plaintiff is further informed and believes, and based thereon alleges, that
13 defendant FEDEX is authorized to, and does in fact, operate and do business in the County of Los
14 Angeles, State of California. At all relevant times herein, defendant FEDEX employed Plaintiff and
15 similarly aggrieved employees within the County of Los Angeles in the State of California.

16 31. Plaintiff is informed and believes and based thereon alleges that defendants
17 FEDERAL EXPRESS, FEDEX, and DOES 1-100, are, and at all times relevant hereto were,
18 “person(s)” as defined in Labor Code section 17 and Cal. Bus. & Prof. Code § 17201.

19 32. The true names and capacities, whether individual, corporate, associate, or otherwise,
20 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
21 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
22 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
23 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
24 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
25 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
26 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
27 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
28 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the

1 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
2 include FEDERAL EXPRESS, FEDEX, and any of their parents, subsidiaries, or affiliated
3 companies within the State of California, as well as DOES 1 through 100 identified herein.

4 **JOINT LIABILITY ALLEGATIONS**

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

10 34. All of the acts and conduct described herein of each and every corporate and limited
11 liability company defendant was duly authorized, ordered, and directed by the respective and
12 collective defendant corporate and limited liability company employers, and the officers, members
13 and management-level employees of said corporate and limited liability company employers. In
14 addition thereto, said corporate and limited liability company employers participated in the
15 aforementioned acts and conduct of their said employees, agents, and representatives, and each of
16 them; and upon completion of the aforesaid acts and conduct of said corporate and limited liability
17 company employees, agents, and representatives, the defendant corporation and limited liability
18 company respectively and collectively ratified, accepted the benefits of, condoned, lauded,
19 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
20 aforementioned corporate and limited liability company employees, agents and representatives.

21 35. Plaintiff is informed and believes, and based thereon allege, that there exists such a
22 unity of interest and ownership between Defendants, and each of them, that their individuality and
23 separateness have ceased to exist.

24 36. Plaintiff is informed and believes, and based thereon alleges that despite the
25 formation of the purported corporate and/or limited entity existence of FEDERAL EXPRESS,
26 FEDEX, and DOES 1 through 50, inclusive (the “Alter Ego Defendants”), they, and each of them,
27 are one and the same with DOES 51 through 100 (“Individual Defendants”), and each of them, due
28 to, but not limited to, the following reasons:

- 1 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
2 Defendants who personally committed the wrongful and illegal acts and violated the
3 laws as set forth in this Complaint, and who have hidden and currently hide behind
4 the Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish
5 some other wrongful or inequitable purpose;
- 6 B. The Individual Defendants derive actual and significant monetary benefits by and
7 through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego
8 Defendants as the funding source for the Individual Defendants' own personal
9 expenditures;
- 10 C. Plaintiff is informed and believes and thereon alleges that the Individual Defendants
11 and the Alter Ego Defendants, while really one and the same, were segregated to
12 appear as though separate and distinct for purposes of perpetrating a fraud,
13 circumventing a statute, or accomplishing some other wrongful or inequitable
14 purpose;
- 15 D. Plaintiff is informed and believes and thereon alleges that the business affairs of the
16 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
17 mentioned herein were, so mixed and intermingled that the same cannot reasonably
18 be segregated, and the same are inextricable confusion. The Alter Ego Defendants
19 are, and at all relevant times mentioned herein were, used by the Individual
20 Defendants as mere shells and conduits for the conduct of certain of their, and each
21 of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
22 herein were, the alter egos of the Individual Defendants;
- 23 E. The recognition of the separate existence of the Individual Defendants and the Alter
24 Ego Defendants would promote injustice insofar that it would permit defendants to
25 insulate themselves from liability to Plaintiff and Aggrieved Employees for
26 violations of the Civil Code, Labor Code, and other statutory violations. The
27 corporate and/or limited liability existence of these defendants should thus be
28 disregarded in equity and for the ends of justice because such disregard is necessary

1 to avoid fraud and injustice to Plaintiff and Aggrieved Employees herein;

2 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
3 Defendants (and vice versa), and the fiction of their separate corporate existence must
4 be disregarded;

5 37. As a result of the aforementioned facts, among others, Plaintiff is informed and
6 believes, and based thereon alleges, that the Individual Defendants, the Alter Ego Defendants, and
7 each of them, are joint employers by virtue of a joint enterprise, and that Plaintiff was an employee
8 of the Alter Ego Defendants and the Individual Defendants. Plaintiff performed services for each
9 and every defendant, and to the mutual benefit of all defendants, and all defendants shared control
10 of Plaintiff, either directly or indirectly, and in the manner in which defendants' business was and
11 is conducted.

12 **FIRST CAUSE OF ACTION**

13 **(Violation of PAGA – Against All Defendants)**

14 38. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
15 and incorporates each by reference as though fully set forth hereat.

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

17 39. At all relevant times herein, Labor Code section 204, requires and required that:
18 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
19 between the 16th and 26th day of the month during which the labor was performed, and labor
20 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
21 between the 1st and 10th day of the following month” and for payroll periods such as those that are
22 weekly, biweekly, or semimonthly, wages must be paid within seven (7) calendar days following
23 the close of the payroll period in which wages were earned.

24 40. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
25 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
26 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
27 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
28 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For

1 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
2 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

3 41. At all relevant times herein, Defendants have had a consistent policy or practice of
4 failing to pay Plaintiff and Aggrieved Employees during their employment on a timely basis as per
5 Labor Code section 204 including, without limitation, for the reasons and in the manner alleged
6 herein. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved Employees are
7 entitled to recover civil penalties for Defendants’ violations of Labor Code section 204, in the
8 amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per
9 employee, and two hundred dollars (\$200) for each Aggrieved Employee for each subsequent
10 violation in connection with each payment that was made in violation of Labor Code section 204 as
11 well as injunctive relief.

12 Civil Penalties Under Labor Code § 226.3

13 42. Defendants had and have a policy or practice of failing to comply with Labor Code
14 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
15 with itemized wage statements that accurately reflect: reflect gross wages earned; total hours
16 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
17 corresponding number of hours worked at each hourly rate; and other such information as required
18 by Labor Code section 226, subdivision (a).

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

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

26 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
27 and have a policy or practice of failing to furnish non-exempt employees, including, without
28 limitation, Plaintiff, itemized wage statements that accurately reflect: reflect gross wages earned;

1 total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and
2 the corresponding number of hours worked at each hourly rate; and other such information as
3 required by Labor Code section 226, subdivision (a) as alleged herein.

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

9 Violation of Labor Code § 558

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

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

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

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

22 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
23 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
24 causing Plaintiff and other Aggrieved Employees not to: be paid overtime wages and minimum
25 wages, be paid timely wages during their employment and after their employment separation,
26 receive accurate, itemized wage statements, to be provided with the opportunity to inspect
27 employment records, and/or be paid out all paid time off and/or vacation time/benefits owed at the
28 proper rate of pay.

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

Violation of Labor Code § 1174.5

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

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

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

53. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any

1 member of the commission or employees of the division to inspect records pursuant to subdivision
2 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

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

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

12 Violation of Labor Code § 1197.1

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

19 A. For any initial violation that is intentionally committed, one hundred dollars (\$100)
20 for each underpaid employee for each pay period for which the employee is underpaid. This amount
21 shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant
22 to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

23 B. For each subsequent violation for the same specific offense, two hundred fifty dollars
24 (\$250) for each underpaid employee for each pay period for which the employee is underpaid
25 regardless of whether the initial violation is intentionally committed. This amount shall be in
26 addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section
27 1194.2, and any applicable penalties imposed pursuant to Section 203.

28 C. Wages, liquidated damages, and any applicable penalties imposed pursuant to

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

2 57. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
3 Plaintiff and Aggrieved Employees not to be paid minimum wages due to using an accrual method
4 for paying vacation benefits, floating holiday hours, personal day hours, and/or paid time off to
5 Plaintiff and other Aggrieved Employees, or some of them, but not promptly paying out all accrued
6 unused vacation benefits, floating holiday hours, personal day hours and/or paid time off in
7 compliance with Defendants’ company policies and California law during employment by Plaintiff
8 and other Aggrieved Employees, or some of them, and failing to pay all vacation benefits, floating
9 holiday hours, personal day hours, and/or paid time off accrued using the proper regular rate of pay,
10 entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

11 58. Moreover, Defendants caused Plaintiff and other Aggrieved Employees not to be
12 paid minimum wages for all accrued unused vacation benefits, floating holiday hours, personal day
13 hours and/or paid time off in compliance with Defendants’ company policies and California law
14 during their employment, entitling Plaintiff and other Aggrieved Employees to actual and liquidated
15 damages.

16 59. As a direct and proximate result of the herein-described Labor Code violations,
17 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
18 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount one
19 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
20 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
21 subsequent violation.

22 Civil Penalties Under Labor Code § 2699

23 60. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
24 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
25 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
26 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
27 action brought by an aggrieved employee on behalf of himself or herself and other current or former
28 employees pursuant to the procedures specified in Labor Code section 2699.3.

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

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

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

REQUEST FOR JURY TRIAL

A. Plaintiff hereby requests a trial by jury.

PRAYER

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

A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699;

B. Injunctive relief under Labor Code sections 2699(e)(1) and 2699(k);

C. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699;

C. Pre-judgment and post-judgment interest;

D. For costs of suit incurred herein; and

E. Such other and further relief as the Court deems just and proper.

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1 Dated: August 4, 2025

J. GILL LAW GROUP, P.C.

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3 BY: /s/ Yaffa Yermian

JASMIN K. GILL

4 YAFFA YERMIAN

5 Attorneys for Plaintiff MICHAEL
6 YAMAMOTO, as an aggrieved employee, and
7 on behalf of all other aggrieved employees
8 under the Labor Code Private Attorneys'
9 General Act of 2004,
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