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Attorneys for Plaintiff VELIA BOHINSKI,
as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

Assigned for All Purposes:
Judge David A. Hoffer
Dept. CX103

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

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

Plaintiff

v.

WORKWAY, INC., a Delaware corporation;
FARMERS & MERCHANTS BANCORP, a
Delaware corporation; ORANGE COUNTY'S
CREDIT UNION, a California nonprofit
corporation; COMMERCIAL BANK OF
CALIFORNIA, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 30-2026-01556346-CU-OE-CXC

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 VELIA BOHINSKI (“Plaintiff”), as an Aggrieved Employee, and on behalf of all
2 other Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004, alleges
3 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 WORKWAY, INC.,
7 a Delaware corporation, and any of its respective subsidiaries or affiliated companies within the
8 State of California (“WORKWAY”); FARMERS & MERCHANTS BANCORP, a Delaware
9 corporation. and any of its respective subsidiaries or affiliated companies within the State of
10 California (“FARMERS & MERCHANTS BANCORP”); ORANGE COUNTY'S CREDIT
11 UNION, a California Nonprofit Corporation, and any of its respective subsidiaries or affiliated
12 companies within the State of California (“ORANGE COUNTY'S CREDIT UNION”);
13 COMMERCIAL BANK OF CALIFORNIA, a California corporation, and any of its respective
14 subsidiaries or affiliated companies within the State of California (“COMMERCIAL BANK OF
15 CALIFORNIA”). (WORKWAY, FARMERS & MERCHANTS BANCORP, ORANGE
16 COUNTY'S CREDIT UNION, COMMERCIAL BANK OF CALIFORNIA hereinafter,
17 collectively, with DOES 1 through 100, as further defined below, “Defendants”) as a proxy of the
18 Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of
19 Plaintiff and all Aggrieved Employees that worked for Defendants during the PAGA Period.
20 Specifically, in connection with any alleged claims for failure to comply with Labor Code sections
21 201, 201.3, 202, 203, 204, 206.5, 210, 221, 223, 226, 226.3, 226.7, 233, 234, 245, 246, 432.5, 432.7,
22 432.8, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 2800, 2802,
23 2810.3, 2699, Government Code section 12952, as well as applicable Wage Orders, Plaintiff seeks
24 to represent all current and former employees that worked for Defendants during the PAGA Period.
25 On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt current and
26 former employees that worked for Defendants during the PAGA Period. Collectively, these
27 employees are herein referred to as “Aggrieved Employees.” The “PAGA Period” refers to three
28 years preceding the date notice was submitted to the LWDA, continuing past the date of notice to

1 the LWDA into perpetuity.

2 **PARTIES**

3 2. Plaintiff VELIA BOHINSKI is a resident of the State of California. At all relevant
4 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 employed Plaintiff as a non-exempt employee with duties that included, but were not limited to,
6 creating and pulling reports, updating client information, and correcting transaction errors, amongst
7 other things. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff VELIA
8 BOHINSKI worked for Defendants during February 2025.

9 3. Plaintiff is informed and believes and based thereon alleges that defendant
10 WORKWAY is, and at all times relevant hereto was, a corporation organized and existing under
11 and by virtue of the laws of the State of Delaware and doing business in the County of Orange, State
12 of California. At all relevant times herein, WORKWAY employed Plaintiff and Aggrieved
13 Employees within the State of California.

14 4. Plaintiff is informed and believes and based thereon alleges that defendant
15 FARMERS & MERCHANTS BANCORP is, and at all times relevant hereto was, a corporation
16 organized and existing under and by virtue of the laws of the State of Delaware and doing business
17 in the County of Orange, State of California. At all relevant times herein, FARMERS &
18 MERCHANTS BANCORP employed Plaintiff and Aggrieved Employees within the State of
19 California.

20 5. Plaintiff is informed and believes and based thereon alleges that defendant ORANGE
21 COUNTY'S CREDIT UNION is, and at all times relevant hereto was, a nonprofit corporation
22 organized and existing under and by virtue of the laws of the State of California and doing business
23 in the County of Orange, State of California. At all relevant times herein, ORANGE COUNTY'S
24 CREDIT UNION employed Plaintiff and Aggrieved Employees within the State of California.

25 6. Plaintiff is informed and believes and based thereon alleges that defendant
26 COMMERCIAL BANK OF CALIFORNIA is, and at all times relevant hereto was, a corporation
27 organized and existing under and by virtue of the laws of the State of California and doing business
28 in the County of Orange, State of California. At all relevant times herein, COMMERCIAL BANK

1 OF CALIFORNIA employed Plaintiff and Aggrieved Employees within the State of California.

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

9 **JOINT LIABILITY ALLEGATIONS**

10 8. Plaintiff is informed and believes, and based thereon alleges, that each defendant
11 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
12 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are
13 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
14 to "Defendants," it shall include WORKWAY, FARMERS & MERCHANTS BANCORP,
15 ORANGE COUNTY'S CREDIT UNION, COMMERCIAL BANK OF CALIFORNIA, and any of
16 their parent, subsidiary, or affiliated companies within the State of California, as well as DOES 1
17 through 100 identified herein.

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

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

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

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

6 **JURISDICTION**

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

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

17 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

27 16. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
28 such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified

1 in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the
2 PAGA Period.

3 17. Pursuant to Labor Code section 2699.3, on or around June 20, 2025, Plaintiff
4 provided written notice of Defendants' violation of various provisions of the Labor Code to the
5 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

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

9 19. Plaintiff also provided Defendants, and each of them, with notice under Labor Code
10 section 2810.3, subdivision (d) that Plaintiff would seek to hold them liable for each other's wage
11 and hour violations under Labor Code section 2810.3 on April 28, 2025, by certified mail with return
12 receipt requested.

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

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

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

27 23. In the event that Defendants, or either of them is/are deemed to have adequately taken
28 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)

1 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
2 Code section 2699(h)(1)-(3).

3 24. In the event, the LWDA and/or a court issued a finding or determination to the
4 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
5 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
6 any of them, would be subject to heightened penalties pursuant to Labor Code sections
7 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either
8 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving
9 of the PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations
10 as detailed herein was and is malicious, fraudulent, and/or oppressive. Thus, Defendants, or any of
11 them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack
12 eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

13 **FACTUAL ALLEGATIONS**

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

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

23 27. Upon information and belief, Defendants failed to accurately track and/or pay for all
24 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
25 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
26 including, without limitation, by requiring Plaintiff and Aggrieved Employees to having to clock
27 out and continue working, including, without limitation, during meal breaks, with work that
28 included, without limitation, speaking on the cell phone with managers and other staff; sending

1 emails off-the-clock; attending to customers off-the-clock; helping other employees off the clock;
2 among other things.

3 28. Moreover, from the information provided by Defendants showing systematic time
4 entries, it appears that, at least for a portion of time, Defendants failed to pay for all time clocked in
5 by Plaintiff and Aggrieved Employees because of, although unclear from the time and pay records
6 shown, either the detrimental rounding, editing and/or manipulation of time entries to show less
7 hours than actually worked.

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

18 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
19 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
20 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
21 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
22 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
23 Aggrieved Employees lawful meal periods by, without limitation, by interrupting meal periods; not
24 providing timely meal periods; failing to provide first and second meal periods; providing short
25 meal periods, including without, limitation meal periods that were recorded for less than thirty
26 minutes; requiring that employees carry cellular telephones or walkie-talkies during meal periods;
27 not permitting employees to leave the premises; and otherwise requiring on-duty/on-call meal
28 periods. Plaintiff and other Aggrieved Employees personally suffered these violations.

1 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 violated Labor Code sections 512 and 1198 each day for each Aggrieved Employee during the
3 PAGA Period, and thus each Aggrieved Employee was owed one hour of premium pay at their
4 regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7.
5 However, Plaintiff is informed and believes that those premium payments under Labor Code section
6 226.7 were not made for these non-compliant meal periods, either at all or at the proper regular rate
7 of pay. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210 (for
8 failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of
9 compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or
10 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
11 and based thereon alleges, that Defendants' conduct that gave rise to such violations and was
12 malicious, fraudulent, or oppressive. As such, Defendants are further liable for civil penalties
13 pursuant to Labor Code section 2699(f)(2)(B)(ii).

14 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
16 including, without limitation, work over four-hour periods (or major fractions thereof) without
17 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
18 and complete ten-minute rest periods in which the employees are completely relieved of all of their
19 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
20 rest periods by, without limitation, by failing to provide rest periods all together; failing to provide
21 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
22 minutes, or rest periods that may have encompassed a total of ten minutes but were interrupted;
23 requiring that employees carry cellular telephones or walkie-talkies during rest periods; not
24 providing rest periods in a timely fashion; and not permitting employees to leave the premises; and
25 otherwise requiring on-duty/on-call rest periods. Plaintiff and other Aggrieved Employees
26 personally suffered these violations. Consequently, Plaintiff is informed and believes, and based
27 thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each Aggrieved
28 Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour

1 of premium pay at their regular rate of pay for each day worked during the PAGA Period under
2 Labor Code section 226.7. However, Plaintiff is informed and believes that those premium
3 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
4 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
5 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
6 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking
7 of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7,
8 or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
9 and based thereon alleges, that Defendants' conduct above gave rise to such violations and was
10 malicious, fraudulent, or oppressive. As such, Defendants are further liable for civil penalties
11 pursuant to Labor Code section 2699(f)(2)(B)(ii).

12 32. As a result of, among other things, Defendants' herein-described policy or practice
13 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
14 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
15 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
16 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
17 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
18 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
19 inclusive dates of the period for which the employee is paid; the name of the employee and only the
20 last four digits of their social security number or an employee identification number other than a
21 social security number; all deductions; all applicable hourly rates in effect during the pay period and
22 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
23 address of the employer, and other such information as required by Labor Code section 226,
24 subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized
25 wage statements that accurately reflect the hours worked by Plaintiff and other Aggrieved
26 Employees and the rates of pay at which they were or should have been paid, thus resulting in a
27 failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, Plaintiff
28 is informed and believes, and based thereon alleges, that Defendants violated Labor Code sections

1 226, and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus
2 Plaintiff and each Aggrieved Employee personally suffered these violations and was owed penalties
3 under Labor Code section 226 for each pay period worked during the PAGA Period. Plaintiff is
4 informed and believes that those penalties under Labor Code section 226 were not paid for these
5 violations of Labor Code section 226. Defendants would thus be liable for civil penalties pursuant
6 to Labor Code sections 226.3, 558, 1198, and 2699, or injunctive relief under sections 2699(e)(1)
7 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
8 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Thus,
9 Defendants would further be liable for civil penalties pursuant to Labor Code section
10 2699(f)(2)(B)(ii).

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

27 34. Plaintiff is informed and believes, and based thereon alleges that Defendants also
28 failed and refused, and continue to fail and refuse, to reimburse employees, including, without

1 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for the purchase
2 and/or maintenance of cellular phones and cellular phone plans, in direct consequence of the
3 discharge of their duties, or of their obedience to the directions of Defendants, as required by Labor
4 Code sections 1198, 2800, 2802, and other statutory and common law offenses. As a result, Plaintiff
5 and other Aggrieved Employees have personally suffered these violations and Defendants are liable
6 to reimburse Plaintiff and other Aggrieved Employees for these costs incurred in furtherance of
7 work duties. Defendants would thus be liable for civil penalties pursuant to Labor Code sections
8 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
9 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
10 violations and was malicious, fraudulent, or oppressive. As such, Defendants would further be liable
11 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

12 35. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
13 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
14 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
15 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
16 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
17 any calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
18 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
19 and other Aggrieved Employees all wages owed every day and every workweek in accordance with
20 Labor Code sections 204 and 1198. Plaintiff is informed and believes, and based thereon alleges,
21 that Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees
22 have personally suffered these violations. As such, Defendants would be liable for civil penalties
23 pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections
24 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that
25 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
26 oppressive. Therefore, Defendants would further be liable for civil penalties pursuant to Labor Code
27 section 2699(f)(2)(B)(ii).

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

21 37. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
22 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
23 statements and similar payroll documents under Labor Code section 226, documents signed to
24 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
25 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
26 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiff and
27 the Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiff
28 and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5.

1 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5,
2 and 2699. Plaintiff further informed and believes, and based thereon alleges, that Defendants'
3 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants
4 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

5 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 required or require the execution of a release of claim or right on account of wages due, or to become
7 due, or made as an advance on wages to be earned, including, without limitation, as a condition of
8 being paid, to execute a statement of the hours worked during a pay period in which Defendants
9 knew to be false. As such, Plaintiff is informed and believe, and based thereon alleges that
10 Defendants violated Labor Code sections 206.5 and 1198, and that Plaintiff and other Aggrieved
11 Employees have personally suffered these violations. 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 be liable for civil penalties pursuant to
14 Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
15 Defendants would further be liable for civil penalties pursuant to Labor Code section
16 2699(f)(2)(B)(ii).

17 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
18 and have a policy of failing to provide all temporary workers, including without limitation, Plaintiff,
19 with owed wages weekly by not later than the regular payday of the following week. Plaintiff is
20 informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198.
21 As a result, pursuant to Labor Code section 201.3, Plaintiff and other Aggrieved Employees have
22 personally suffered violations thereto and Defendants would be liable for civil penalties pursuant to
23 Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
24 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
25 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants
26 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 40. 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, purported confidentiality
4 agreements, purported severance agreements, or purported release agreements, and other written
5 documents presented for signature and/or assent to Plaintiff and/or Aggrieved Employees by
6 Defendants. Defendants also required Plaintiff and Aggrieved Employees to inform prospective
7 employers of Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work.
8 As a result, Plaintiff is informed and believes that Defendants violated Labor Code sections 432.5
9 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and
10 other Aggrieved Employees personally suffered these violations, and that Defendants violated,
11 without limitation, Labor Code section 432.5 and Government Code section 12952, entitling
12 Plaintiff and other Aggrieved Employees to damages. Plaintiff is further informed and believes, and
13 based thereon alleges, that Defendants' conduct above gave rise to such violations and was
14 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to
15 Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and
16 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
17 2699(f)(2)(B)(ii).

18 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
19 and have a practice or policy of conducting unlawful background checks on prospective and current
20 employees, including without limitation Plaintiff, prior to making a conditional offer. Plaintiff is
21 informed and believes, and based thereon alleges, that Defendants violated applicable laws by,
22 without limitation: requiring job applicants and employees to disclose their conviction history before
23 Defendants made a conditional offer of employment; inquiring into or considering the conviction
24 history of applicants before Defendants made any conditional offers of employment; considering,
25 distributing, or disseminating information about arrests not followed by conviction, referrals to or
26 participation in a pretrial or posttrial diversion program, convictions that have been sealed,
27 dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the
28 convicted person has received a full pardon or has been issued a certificate of rehabilitation, while

1 conducting conviction history background checks in connection with any applications for
2 employment; intending to deny an applicant a position of employment solely or in part because of
3 the applicant's conviction history; and asking applicants for employment to disclose, through any
4 written form or verbally, information concerning or related to an arrest, detention, processing,
5 diversion, supervision, adjudication, or court disposition that occurred while the person was subject
6 to the process and jurisdiction of the juvenile court, to the detriment of Defendants and other
7 aggrieved employees. As such, Plaintiff is informed and believes, and based thereon alleges, that
8 Plaintiff and other Aggrieved Employees personally suffered these violations, as well as violation
9 of Labor Code section 1198, and that Defendants violated, without limitation, Labor Code sections
10 432.7 and 1198, as well as Government Code section 12952, entitling Plaintiff and other Aggrieved
11 Employees to damages. Plaintiff is further informed and believes, and based thereon alleges, that
12 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
13 Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8,
14 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
15 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

20 **FIRST AND ONLY CAUSE OF ACTION**

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

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

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

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

1 between the 1st and 10th day of the following month.”

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

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

18 Civil Penalties Under Labor Code § 226.3

19 47. 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 48. 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 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
27 and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
28 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements

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

6 50. 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 51. 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 52. 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 53. 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 54. At all times mentioned herein, Labor Code section 1174, subdivision (b) has
6 required every person employing labor in California to "[a]llow any member of the commission or
7 the employees of the Division of Labor Standards Enforcement free access to the place of business
8 or 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 55. 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 56. 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 57. 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).

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

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

10 Violation of Labor Code § 1197.1

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

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

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

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1 //

2 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
3 Section 203, recovered pursuant to this section shall be paid to the affected
4 employee.”

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

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

15 Civil Penalties Under Labor Code § 2699

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

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

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

28 66. Moreover, Plaintiff and other Aggrieved Employees within the State of California

1 whom Plaintiff seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
2 connection with their herein-described claims for civil penalties.

3 **PRAYER**

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

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

14 Dated: March 19, 2026

BIBIYAN LAW GROUP, P.C.

15
16 BY: /s/ Laurel Holmes

MOLLY DESARIO

17 LAUREL HOLMES

18 Attorneys for Plaintiff VELIA BOHINSKI
19 and on behalf of all other Aggrieved
20 Employees
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