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6 Attorneys for Plaintiff IRENE VALDEZ,
7 as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN DIEGO**
10

11 IRENE VALDEZ, as an Aggrieved Employee,
12 and on behalf of all other Aggrieved Employees
under the Labor Code Private Attorneys'
13 General Act of 2004,

14 Plaintiff

15 v.

16 CENTRO DE SALUD DE LA COMUNIDAD
17 DE SAN YSIDRO, INC., a California non-
18 profit corporation; and DOES 1 through 100,
inclusive,

19 Defendants.
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Superior Court of California,
County of San Diego
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Clerk of the Superior Court
By I. Quirarte ,Deputy Clerk

CASE NO.: 26CU014553C

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 IRENE VALDEZ (“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 CENTRO DE SALUD
7 DE LA COMUNIDAD DE SAN YSIDRO, INC., a California non-profit corporation, and any of its
8 respective subsidiaries or affiliated companies within the State of California (“CENTRO DE
9 SALUD”), (CENTRO DE SALUD hereinafter, collectively, with DOES 1 through 100, as further
10 defined below, “Defendants”) as a proxy of the Labor and Workforce Development Agency of the
11 State of California (“LWDA”), on behalf of Plaintiff and all Aggrieved Employees that worked for
12 Defendants during the PAGA Period. Specifically, in connection with any alleged claims for failure
13 to comply with Labor Code sections 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 227.3,
14 233, 234, 245, 246, 432, 432.5, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5,
15 1197, 1197.1, 2800, 2802, 2699, as well as applicable Wage Orders, Plaintiff seeks to represent all
16 current and former employees that worked for Defendants during the PAGA Period. On all other
17 claims mentioned herein, Plaintiff seeks to represent only non-exempt current and former employees
18 that worked for Defendants during the PAGA Period. Collectively, these employees are herein
19 referred to as “Aggrieved Employees.” The “PAGA Period” refers to three years preceding the date
20 notice was submitted to the LWDA, continuing past the date of notice to the LWDA into perpetuity.

21 **PARTIES**

22 2. Plaintiff IRENE VALDEZ 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 gathering client’s medical records and assisting clients. Plaintiff is informed and believes, and based
26 thereon alleges, that Plaintiff IRENE VALDEZ worked for Defendants from approximately March
27 of 2024 through approximately February of 2025.

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

1 DE SALUD is, and at all times relevant hereto was, a California non-profit corporation organized
2 and existing under and by virtue of the laws of the State of California and doing business in the
3 County of San Diego, State of California. At all relevant times herein, CENTRO DE SALUD
4 employed Plaintiff and Aggrieved Employees within 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 CENTRO DE SALUD, and any of their parent, subsidiary, or
18 affiliated companies 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 San Diego County, California pursuant to Code of Civil Procedure
11 sections 392, *et seq.* because, among other things, San Diego 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 San Diego County, and Defendants employ Aggrieved Employees in San Diego
18 County.

19 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

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

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

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

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

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

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

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

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

FACTUAL ALLEGATIONS

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

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

23. Upon information and belief, Defendants failed to accurately track and/or pay for all minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay. Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock, including, without limitation, by requiring Plaintiff and Aggrieved Employees to drive to other clinics while off the clock during meal breaks.

24. In addition, Defendants failed to include all forms of remuneration, including [non-discretionary bonuses, incentive pay, shift premiums, meal allowances, mask allowances, gift cards

1 and other forms of remuneration] into the regular rate of pay during pay periods where overtime
2 was worked.

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

13 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
14 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
15 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
16 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
17 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
18 Aggrieved Employees lawful meal periods by, without limitation, by interrupting meal periods; not
19 providing timely meal periods; failing to provide first and second meal periods; providing short
20 meal periods, including without, limitation meal periods that were recorded for less than thirty
21 minutes, and meal periods that may appear on the record to be thirty minutes or longer but in
22 practice were shorter than thirty minutes due to walking time; time spent having to wait in line to
23 clock back in; having to retrieve and store personal belongings during the meal period; requiring
24 that employees drive and report to other clinics during their meal breaks; and not permitting
25 employees to leave the premises. Plaintiff and other Aggrieved Employees personally suffered these
26 violations. Consequently, Plaintiff is informed and believes, and based thereon alleges, that
27 Defendants violated Labor Code sections 512 and 1198 each day for each Aggrieved Employee
28 during the PAGA Period, and thus each Aggrieved Employee was owed one hour of premium pay

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

11 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
13 including, without limitation, work over four-hour periods (or major fractions thereof) without
14 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
15 and complete ten-minute rest periods in which the employees are completely relieved of all of their
16 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
17 rest periods by, without limitation, by failing to provide rest periods all together; failing to provide
18 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
19 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
20 than ten uninterrupted minutes due to, without limitation, due to walking time; having to retrieve
21 and store personal belongings during the rest period, and not permitting employees to leave the
22 premises; and otherwise requiring on-duty/on-call rest periods. Plaintiff and other Aggrieved
23 Employees personally suffered these violations. Consequently, Plaintiff is informed and believes,
24 and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each
25 Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed
26 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period
27 under Labor Code section 226.7. However, Plaintiff is informed and believes that those premium
28 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest

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

9 28. As a result of, among other things, Defendants' herein-described policy or practice
10 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
11 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
12 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
13 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
14 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
15 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
16 inclusive dates of the period for which the employee is paid; the name of the employee and only the
17 last four digits of their social security number or an employee identification number other than a
18 social security number; all deductions; all applicable hourly rates in effect during the pay period and
19 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
20 address of the employer, and other such information as required by Labor Code section 226,
21 subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized
22 wage statements that accurately reflect the hours worked by Plaintiff and other Aggrieved
23 Employees and the rates of pay at which they were or should have been paid, thus resulting in a
24 failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, Plaintiff
25 is informed and believes, and based thereon alleges, that Defendants violated Labor Code sections
26 226, and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus
27 Plaintiff and each Aggrieved Employee personally suffered these violations and was owed penalties
28 under Labor Code section 226 for each pay period worked during the PAGA Period. Plaintiff is

1 informed and believes that those penalties under Labor Code section 226 were not paid for these
2 violations of Labor Code section 226. Defendants would thus be liable for civil penalties pursuant
3 to Labor Code sections 226.3, 558, 1198, and 2699, or injunctive relief under sections 2699(e)(1)
4 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
5 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Thus,
6 Defendants would further be liable for civil penalties pursuant to Labor Code section
7 2699(f)(2)(B)(ii).

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

25 30. Plaintiff is informed and believes, and based thereon alleges that Defendants also
26 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
27 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal
28 vehicles (*i.e.*, mileage and gas), purchasing uniforms, and separately laundering mandatory

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

11 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
12 and have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid
13 time off and vacation time owed upon separation of employment as wages at their final rate of pay
14 in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Plaintiff and other
15 Aggrieved Employees have personally suffered these violations and Defendants would be liable for
16 civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and
17 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and
18 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
19 was malicious, fraudulent, or oppressive. Therefore, Defendants would further be liable for civil
20 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

1 Labor Code sections 204 and 1198. Plaintiff is informed and believes, and based thereon alleges,
2 that Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees
3 have personally suffered these violations. As such, Defendants would be liable for civil penalties
4 pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections
5 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that
6 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
7 oppressive. Therefore, Defendants would further be liable for civil penalties pursuant to Labor Code
8 section 2699(f)(2)(B)(ii).

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

1 34. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
2 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
3 statements and similar payroll documents under Labor Code section 226, documents signed to
4 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
5 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
6 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Defendants
7 also failed to provide these documents to Plaintiff and other Aggrieved Employees upon request
8 May 8, 2025, in violation of these Labor Code sections. Plaintiff and the Aggrieved Employees
9 personally suffered these violations, which in turn would entitle Plaintiff and other Aggrieved
10 Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants would also
11 be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699. Plaintiff further
12 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
13 violations and was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
14 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

15 35. Plaintiff is further informed and believes, and based thereon alleges that Defendants
16 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor
17 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
18 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
19 applicable to their employment; any allowances claimed as part of the minimum wage; the regular
20 payday designated by Defendants; the name of the employer, including any "doing business as"
21 names used by the employer; the physical address of the employer's main office and the telephone
22 number of the employer; the name, address and telephone number of the workers' compensation
23 insurance carrier; information regarding paid sick leave; and other pertinent information required to
24 be disclosed by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that
25 Defendants' failure to provide such information, including rates of pay that are in effect, has
26 permitted Defendants to pay employees at rates of pay that were not agreed upon and violate
27 minimum wage and overtime wage laws in California. Plaintiff is informed and believes that
28 Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and other Aggrieved

1 Employees personally suffered these violations. Plaintiff is further informed and believes, and based
2 thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious,
3 fraudulent, or oppressive. Among other relief, employees may collect from Defendants in
4 connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and
5 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
6 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

7 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
8 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
9 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
10 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
11 limitation, terms known to be illegal in purported arbitration agreements and other written
12 documents presented for signature and/or assent to Plaintiff and/or Aggrieved Employees by
13 Defendants. Defendants also required Plaintiff and Aggrieved Employees to inform prospective
14 employers of Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work.
15 As a result, Plaintiff is informed and believes that Defendants violated Labor Code sections 432.5
16 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and
17 other Aggrieved Employees personally suffered these violations, and that Defendants violated,
18 without limitation, Labor Code section 432.5 and Government Code section 12952, entitling
19 Plaintiff and other Aggrieved Employees to damages. Plaintiff is further informed and believes, and
20 based thereon alleges, that Defendants' conduct above gave rise to such violations and was
21 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to
22 Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and
23 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
24 2699(f)(2)(B)(ii).

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

1 **FIRST AND ONLY CAUSE OF ACTION**

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

3 38. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
4 preceding paragraphs as though fully set forth hereat.

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

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

11 40. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
12 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
13 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
14 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
15 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
16 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
17 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

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

1 Civil Penalties Under Labor Code § 226.3

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

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

9 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
10 and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
11 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements
12 that accurately reflect gross wages earned; total hours worked; net wages earned; the name and
13 address of each employer with whom they have been placed to work; all applicable hourly rates in
14 effect during the pay period and the corresponding number of hours worked at each hourly rate; the
15 legal name of the employer; and other such information as required by Labor Code section 226,
16 subdivision (a) and/or Labor Code section 226.2 to the extent it does not include for piece-rate work
17 the information required therein including, without limitation, the quantity, rate and units worked
18 per piece, as well as separately itemized non-productive time and rest and recovery periods.

19 45. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
20 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
21 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
22 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
23 period for each subsequent violation.

24 Violation of Labor Code § 558

25 46. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
26 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
27 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
28 penalty as follows:

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

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

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

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

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

17 Violation of Labor Code § 1174.5

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

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

28 51. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required

1 every person employing labor in California to “[k]eep, at a central location in the state or at the
2 plants or establishments at which employees are employed, payroll records showing the hours
3 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
4 piece rate paid to, employees employed at the respective plants or establishments. These records
5 shall be kept in accordance with rules established for this purpose by the commission, but in any
6 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
7 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
8 earned.”

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

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

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

23 Violation of Labor Code § 1197.1

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

1 Section 203 as follows:

- 2 (1) For any initial violation that is intentionally committed, one hundred dollars
3 (\$100) for each underpaid employee for each pay period for which the
4 employee is underpaid. This amount shall be in addition to an amount
5 sufficient to recover underpaid wages, liquidated damages pursuant to Section
6 1194.2, and any applicable penalties imposed pursuant to Section 203.
- 7 (2) For each subsequent violation for the same specific offense, two hundred fifty
8 dollars (\$250) for each underpaid employee for each pay period for which the
9 employee is underpaid regardless of whether the initial violation is
10 intentionally committed. This amount shall be in addition to an amount
11 sufficient to recover underpaid wages, liquidated damages pursuant to Section
12 1194.2, and any applicable penalties imposed pursuant to Section 203.
- 13 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
14 Section 203, recovered pursuant to this section shall be paid to the affected
15 employee.”

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

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

26 Civil Penalties Under Labor Code § 2699

27 58. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
28 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed

1 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
2 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
3 action brought by an Aggrieved Employee on behalf of himself or herself and other current or former
4 employees pursuant to the procedures specified in Labor Code section 2699.3.

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

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

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

14 **PRAYER**

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

17 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
18 1174.5, 1197.1, and 2699;

19 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
20 210, 226.3, 558, 1174.5, 1197.1, and 2699;

21 C. For equitable, including, without limitation, injunctive relief;

22 C. Pre-judgment and post-judgment interest;

23 D. For costs of suit incurred herein; and

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

Dated: March 16, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Molly DeSario

MOLLY DESARIO

BRYCE C. BOMMER

Attorneys for Plaintiff IRENE VALDEZ and
on behalf of all other Aggrieved Employees