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7 behalf of all other aggrieved employees,

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

11 GRACIELA GONZALEZ, as an aggrieved
12 employee, and on behalf of all other aggrieved
13 employees under the Labor Code Private
14 Attorneys' General Act of 2004,

15 Plaintiff,

16 v.

18 CLUBCORP BUNKER HILL CLUB, INC.,
19 doing business as "The City Club of Los
20 Angeles", a Delaware stock corporation; and
21 DOES 1 through 100, inclusive,

22 Defendants.

CASE NO.: **25STCV28339**

REPRESENTATIVE ACTION

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

DEMAND FOR JURY TRIAL

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

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

JURISDICTION AND VENUE

1. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against CLUBCORP BUNKER HILL CLUB, INC. (“CLUBCORP”) and any of their respective subsidiaries or affiliated companies within the State of California, collectively with their respective subsidiaries or affiliated companies within the State of California, and DOES 1 through 100, as further defined below, are collectively hereinafter referred to as “Defendants”), as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with the Labor Code. Specifically, in connection with the alleged claims for failure to comply with Labor Code sections 6400, *et seq.*, 2810.5, 203, 226, 245, *et seq.*, 432, 1198.5, and 2802. Plaintiff seeks to represent all California employees of Defendants working within one (1) year preceding Plaintiff’s provision of notice to the LWDA of the herein-described Labor Code violations and continuing past the date of Plaintiff’s PAGA Notice letter indefinitely based on Defendants’ continuing violations (“Civil Penalty Period”). On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt employees of Defendants working within the Civil Penalty Period. These employees shall collectively be referred to herein as “Aggrieved Employees”.

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

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

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

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

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

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

22 7. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections 96,
23 98.6, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 232, 232.5, 245, *et seq.*, 432, 432.3, 510,
24 512, 558, 558.1, 1102.5, 1174, 1182.12, 1194, 1197, 1197.5, 1198, 1198.5, 2699, 2802, 2810.5, and
25 6400, *et seq.*, among others.

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

1 specified in Labor Code section 2699.3.

2 9. On or around July 24, 2025, Plaintiff provided written notice pursuant to Labor Code
3 section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation
4 of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as
5 by certified mail, with return receipt requested to Defendants, and each of them.

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

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

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

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

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

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

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

11 16. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
12 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
13 calendar days of the July 24, 2025 postmarked date of the herein-described notice sent by Plaintiff
14 to the LWDA and Defendants.

15 **PAGA REPRESENTATIVE ALLEGATIONS**

16 17. At all relevant times mentioned herein, Defendants had and have a policy or practice
17 of failing to pay overtime wages to Plaintiff and other Aggrieved Employees in the State of
18 California in violation of California state wage and hour laws as a result of, without limitation,
19 Plaintiff and other Aggrieved Employees working over eight (8) hours per day, over twelve (12)
20 hours per day, over forty (40) hours per week, and/or seven (7) straight workdays in a workweek
21 without paying them proper overtime wages, as a result of, without limitation, failing to accurately
22 track and/or pay for all minutes and hours actually worked at the proper overtime rate of pay;
23 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
24 by requiring Plaintiff and other Aggrieved Employees: to don and doff uniforms off the clock, to
25 respond to work-related questions during meal periods, to make or receive phone calls off the clock,
26 and/or go through temperature checks off the clock; failing to include all forms of remuneration into
27 the regular rate of pay for the pay periods where overtime was worked and the additional
28

1 compensation was earned for the purpose of calculating the overtime rate of pay; editing and/or
2 deducting of time entries, all to the detriment of Plaintiff and other Aggrieved Employees.

3 18. At all relevant times mentioned herein, Defendants had and have a practice or policy
4 of failing to compensate Plaintiff and other Aggrieved Employees with minimum wages for all hours
5 worked or otherwise under Defendants' control as a result of, without limitation, failing to
6 accurately track and/or pay for all minutes and hours actually worked at their regular rate of pay that
7 is above the minimum wage; engaging, suffering, or permitting employees to work off the clock;
8 requiring Plaintiff and other Aggrieved Employees: to don and doff uniforms off the clock, to
9 respond to work-related questions during meal periods, to make or receive phone calls off of the
10 clock, and/or undergo temperature checks off of the clock; editing, altering and/or manipulation of
11 time entries to show less hours than actually worked, all to the detriment of Plaintiff and other
12 Aggrieved Employees.

13 19. At all relevant times mentioned herein, Defendants had and have a policy or practice
14 of failing to provide Plaintiff and other Aggrieved Employees a full, timely thirty (30) minute
15 uninterrupted meal period for days on which they worked more than five (5) hours in a work day
16 and a second thirty (30) minute uninterrupted meal period for days on which they worked in excess
17 of ten (10) hours in a work day, including, without limitation: by interrupting meal periods,
18 providing short meal periods, requiring employees carry cellular telephones during meal periods;
19 and otherwise requiring on duty/ on-call meal periods and failing to provide compensation for such
20 unprovided meal periods as required by California wage and hour laws.

21 20. At all relevant times mentioned herein, Defendants had and have a policy or practice
22 of failing to authorize and permit Plaintiff and other Aggrieved Employees to take rest periods of at
23 least ten (10) minutes per four (4) hours worked or major fraction thereof in which they are
24 completely relieved of all of their duties, including, without limitation: by requiring on duty/ on-call
25 rest periods, by interrupting them; and failed to provide compensation for such unprovided rest
26 periods as required by California wage and hour laws.

27 21. At all relevant times mentioned herein, Defendants had and have a policy or practice
28 of failing to provide Plaintiff and other Aggrieved Employees the full amount of their wages owed

1 to them upon termination and/or resignation as required by Labor Code sections 201 and 202,
2 including for, without limitation, failing to pay overtime wages, minimum wages, and premium
3 wages.

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

7 23. At all relevant times mentioned herein, Defendants had and have a policy or practice
8 of failing to provide Plaintiff and other Aggrieved Employees with itemized wage statements that
9 accurately reflect gross wages earned; total hours worked; net wages earned; all applicable hourly
10 rates in effect during the pay period and the corresponding number of hours worked at each hourly
11 rate; and other such information as required by Labor Code section 226, subdivision (a). As a result,
12 thereof, Defendants have, on occasion, further failed to furnish employees with an accurate
13 calculation of gross and gross wages earned, as well as gross and net wages paid.

14 24. At all relevant times mentioned herein, Defendants had and have a policy or practice
15 of failing to indemnify Plaintiff and other Aggrieved Employees for business-related expenses,
16 including, without limitation, the costs incurred for the purchase of slip-resistant shoes, purchase
17 and maintenance of cellular phones and cellular phone plans; all in direct consequence of the
18 discharge of their duties, or of their obedience to the directions of Defendants, as required by Labor
19 Code section 2802, and other statutory and common law offenses.

20 25. At all relevant times mentioned herein, Defendants had and have a policy or practice
21 of failing to comply with Labor Code section 226, subdivision (a) by failing to keep adequate or
22 accurate time records including wage statements and similar payroll documents under Labor Code
23 section 226, intentionally failing to furnish Plaintiff and other Aggrieved Employees with
24 documents signed to obtain or hold employment under Labor Code section 432, personnel records
25 under Labor Code section 1198.5, and time records under Labor Code section 1174, making it
26 difficult for Plaintiff and other Aggrieved Employees to calculate their unpaid wages and/or
27 premium payments, to the detriment of Plaintiff and other Aggrieved Employees.

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

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

14 28. At all relevant times mentioned herein, Defendants had and have a policy or practice
15 of preventing Plaintiff and/or Aggrieved Employees from using or disclosing the skills, knowledge
16 and experience they obtained at Defendants for purposes of competing with Defendants, including,
17 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
18 a prospective employer, and from disclosing who else works at Defendants and under what
19 circumstances that they might be receptive to an offer from a rival employer. Plaintiff is informed
20 and believes that this policy and/or practice violates Business and Professions Code sections 17200,
21 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor
22 Code sections 232, 232.5, and 1197.5, subdivision (k).

23 29. At all relevant times herein mentioned, Defendants had and have a policy of failing
24 to provide all temporary workers of Defendants with owed wages weekly by not later than the
25 regular payday of the following week.

26 30. Defendants had and have a policy or practice of preventing Plaintiff and other
27 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants
28 to their managers or outside to private attorneys or government officials, among others, in violation

1 of Business and Professions Code section 17200, and, thus, in violation of Labor Code section
2 1102.5. In addition, Plaintiff is informed and believes that Defendants' herein-described policies
3 and/or practices prevent Plaintiff and other Aggrieved Employees from disclosing information about
4 unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor
5 Code section 232 and 232.5.

6 31. Defendants had and have a policy or practice of preventing Plaintiff and/or other
7 Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state
8 statutes entitling employees to disclose wages, working conditions, and illegal conduct, including,
9 without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5,
10 subdivision (k). Plaintiff is informed and believes that this lawful conduct includes the exercise of
11 Plaintiff's and/or other Aggrieved Employee's constitutional rights of freedom of speech and
12 economic liberty.

13 32. Defendants had and have a policy or practice of relying on the salary history
14 information of an applicant for employment as a factor in determining whether to offer employment
15 to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by
16 including, on Defendants' application for employment, an inquiry regarding current and/or former
17 salary history information, including, without limitation, compensation and benefits of the applicant
18 for employment. As such, Plaintiff is informed and believes, and based thereon alleges, that
19 Defendants violated, without limitation, Labor Code section 432.3.

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

24 **PARTIES**

25 **A. Plaintiff**

26 34. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
27 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
28 exempt employee, with duties that included, but were not limited to, mopping, vacuuming, cleaning

1 windows, serving drinks, cutting meat, polishing glasses and silverware, moving boxes, setting up
2 chairs and tables for events. Plaintiff is informed and believes, and based thereon alleges, that
3 Plaintiff worked for Defendant from approximately October 2016 through August 2024.

4 **B. Defendants**

5 35. Plaintiff is informed and believes and based thereon alleges that defendant
6 CLUBCORP, and at all times relevant hereto was, a corporation organized in Delaware but,
7 authorized, and licensed to do business in the County of Los Angeles, State of California. At all
8 relevant times herein, defendant CLUBCORP employed Plaintiff and similarly aggrieved
9 employees within the County of Los Angeles in the State of California.

10 36. Plaintiff is informed and believes and based thereon alleges that defendants
11 CLUBCORP, and DOES 1-100, are, and at all times relevant hereto were, “person(s)” as defined in
12 Labor Code section 17 and Cal. Bus. & Prof. Code § 17201.

13 37. The true names and capacities, whether individual, corporate, associate, or otherwise,
14 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
15 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.

16 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
17 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
18 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
19 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
20 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
21 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
22 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
23 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
24 include CLUBCORP and any of its parents, subsidiaries, or affiliated companies within the State of
25 California, as well as DOES 1 through 100 identified herein.

26 **JOINT LIABILITY ALLEGATIONS**

27 38. Plaintiff is informed and believes, and based thereon alleges, that at all times
28 mentioned herein, each of the Defendants was the agent, principal, employee, employer,

1 representative, joint venture or co-conspirator of each of the other defendants, either actually or
2 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
3 employment, joint venture, and conspiracy.

4 39. Plaintiff performed services for each and every defendant, and to the mutual benefit
5 of all defendants, and all defendants shared control of Plaintiff, either directly or indirectly, and in
6 the manner in which Defendants' business was and is conducted.

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

18 41. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
19 unity of interest and ownership between Defendants, and each of them, that their individuality and
20 separateness have ceased to exist.

21 42. Plaintiff is informed and believes, and based thereon alleges that despite the
22 formation of the purported corporate and/or limited entity existence of CLUBCORP, and DOES 1
23 through 50, inclusive (the "Alter Ego Defendants"), they, and each of them, are one and the same
24 with DOES 51 through 100 ("Individual Defendants"), and each of them, due to, but not limited to,
25 the following reasons:

26 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
27 Defendants who personally committed the wrongful and illegal acts and violated the
28 laws as set forth in this Complaint, and who have hidden and currently hide behind

1 the Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish
2 some other wrongful or inequitable purpose;

3 B. The Individual Defendants derive actual and significant monetary benefits by and
4 through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego
5 Defendants as the funding source for the Individual Defendants' own personal
6 expenditures;

7 C. Plaintiff is informed and believes and thereon alleges that the Individual Defendants
8 and the Alter Ego Defendants, while really one and the same, were segregated to
9 appear as though separate and distinct for purposes of perpetrating a fraud,
10 circumventing a statute, or accomplishing some other wrongful or inequitable
11 purpose;

12 D. Plaintiff is informed and believes and thereon alleges that the business affairs of the
13 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
14 mentioned herein were, so mixed and intermingled that the same cannot reasonably
15 be segregated, and the same are inextricable confusion. The Alter Ego Defendants
16 are, and at all relevant times mentioned herein were, used by the Individual
17 Defendants as mere shells and conduits for the conduct of certain of their, and each
18 of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
19 herein were, the alter egos of the Individual Defendants;

20 E. The recognition of the separate existence of the Individual Defendants and the Alter
21 Ego Defendants would promote injustice insofar that it would permit defendants to
22 insulate themselves from liability to Plaintiff and Aggrieved Employees for
23 violations of the Civil Code, Labor Code, and other statutory violations. The
24 corporate and/or limited liability existence of these defendants should thus be
25 disregarded in equity and for the ends of justice because such disregard is necessary
26 to avoid fraud and injustice to Plaintiff and Aggrieved Employees herein;

27 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
28 Defendants (and vice versa), and the fiction of their separate corporate existence must

1 be disregarded;

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

9 **FIRST CAUSE OF ACTION**

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

11 44. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
12 and incorporates each by reference as though fully set forth hereat.

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

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

21 46. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
22 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
23 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
24 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
25 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
26 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
27 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

28 47. At all relevant times herein, Defendants have had a consistent policy or practice of

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

9 Civil Penalties Under Labor Code § 226.3

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

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

21 50. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in
22 this section are in addition to any other penalty provided by law."

23 51. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
24 and have a policy or practice of failing to furnish non-exempt employees, including, without
25 limitation, Plaintiff, itemized wage statements that accurately reflect: reflect gross wages earned;
26 total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and
27 the corresponding number of hours worked at each hourly rate; and other such information as
28 required by Labor Code section 226, subdivision (a) as alleged herein.

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

Violation of Labor Code § 558

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

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

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

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

54. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of them, violated, or caused to be violated, the Labor Code sections described herein, including causing Plaintiff and other Aggrieved Employees not to: be paid overtime wages and minimum wages, receive meal and rest periods or compensation in lieu thereof, be paid timely wages during their employment and after their employment separation, receive accurate, itemized wage statements, to be provided with the opportunity to inspect employment records, be provided with notice as required under Labor Code section 2810.5, and/or be provided with the proper accrual and use of paid sick leave.

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

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

12 57. 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 58. 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 59. 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).

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

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

Violation of Labor Code § 1197.1

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

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

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

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

63. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused Plaintiff and Aggrieved Employees not to be paid minimum wages for all hours worked or otherwise under Defendants' control as a result of, without limitation, failing to accurately track and/or pay for all minutes and hours actually worked at their regular rate of pay that is above the minimum wage; engaging, suffering, or permitting employees to work off the clock; by requiring Plaintiff and other Aggrieved Employees: to don and doff uniforms off the clock, to respond to work-related questions during meal periods, to make or receive phone calls off of the clock, and/or undergo temperature checks off of the clock; editing and/or deducting of time from time entries, entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

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

Civil Penalties Under Labor Code § 2699

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

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

67. As such, Plaintiff and Aggrieved Employees are entitled to injunctive relief, one hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period

1 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

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

5 **REQUEST FOR JURY TRIAL**

6 A. Plaintiff hereby requests a trial by jury.

7 **PRAYER**

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

- 10 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
11 558.1, 1174.5, 1197.1, and 2699;
12 B. Injunctive relief under Labor Code sections 2699(e)(1) and 2699(k);
13 C. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
14 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699;
15 C. Pre-judgment and post-judgment interest;
16 D. For costs of suit incurred herein; and
17 E. Such other and further relief as the Court deems just and proper.

18 Dated: September 29, 2025

J. GILL LAW GROUP, P.C.

19
20 BY: /s/ Yaffa Yermian

JASMIN K. GILL

YAFFA YERMIAN

21 Attorneys for Plaintiff GRACIELA
22 GONZALEZ, as an aggrieved employee, and
23 on behalf of all other aggrieved employees
24 under the Labor Code Private Attorneys'
General Act of 2004,
25
26
27
28