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as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

Plaintiff

v.

CRYSTAL STAIRS, INC., a California
nonprofit corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 26STCV04633

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 Leonny Armstrong (“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 Crystal Stairs, Inc., a
7 California nonprofit corporation, and any of its respective subsidiaries or affiliated companies
8 within the State of California (“Crystal Stairs”) (hereinafter, collectively, Crystal Stairs, with DOES
9 1 through 100, as further defined below, “Defendants”) as a proxy of the Labor and Workforce
10 Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all Aggrieved
11 Employees that worked for Defendants during the PAGA Period. Specifically, in connection with
12 any alleged claims for failure to comply with Labor Code sections 96, 98.6, 201, 202, 203, 204, 210,
13 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 233, 234, 245, 246, 432, 432.5, 510, 512, 551, 552,
14 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 1197.5, 2800, 2802,
15 2699, among others, Business and Professions Code sections 16600 and 16700, Government Code
16 section 12952, as well as applicable Wage Orders, Plaintiff seeks to represent all current and former
17 employees that worked for Defendants during the PAGA Period. On all other claims mentioned
18 herein, Plaintiff seeks to represent only non-exempt current and former employees that worked for
19 Defendants during the PAGA Period. Collectively, these employees are herein referred to as
20 “Aggrieved Employees.” The “PAGA Period” refers to three years preceding the date notice was
21 submitted to the LWDA, continuing past the date of notice to the LWDA into perpetuity.

22 **PARTIES**

23 2. Plaintiff LEONNY ARMSTRONG is a resident of the State of California. At all
24 relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 employed Plaintiff as a non-exempt employee with duties that included, but were not limited to,
26 scanning documents, importing documents into the system, and checking in clients. Plaintiff is
27 informed and believes, and based thereon alleges, that Plaintiff LEONNY ARMSTRONG worked
28 for Defendants from approximately April of 2024 through approximately March of 2025.

1 3. Plaintiff is informed and believes and based thereon alleges that defendant Crystal
2 Stairs is, and at all times relevant hereto was, a nonprofit corporation organized and existing under
3 and by virtue of the laws of the State of California and doing business in the County of Los Angeles,
4 State of California. At all relevant times herein, Crystal Stairs employed Plaintiff and Aggrieved
5 Employees within the State of California

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

13 **JOINT LIABILITY ALLEGATIONS**

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

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

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

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

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

8 **JURISDICTION**

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

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

20 **PAGA REPRESENTATIVE ALLEGATIONS**

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

26 12. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
27 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
28 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the

1 PAGA allegations described herein is not required.

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

6 14. Pursuant to Labor Code section 2699.3, on or around July 3, 2025, Plaintiff provided
7 written notice of Defendants' violation of various provisions of the Labor Code to the LWDA online
8 and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

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

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

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

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

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

1 Code section 2699(h)(1)-(3).

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

13 **FACTUAL ALLEGATIONS**

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

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

23 23. Upon information and belief, Defendants failed to accurately track and/or pay for all
24 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
25 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
26 including, without limitation, by requiring Plaintiff and Aggrieved Employees to suffer under
27 Defendant's control.

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

11 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
12 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
13 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
14 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
15 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
16 Aggrieved Employees lawful meal periods by, without limitation, by interrupting meal periods; not
17 providing timely meal periods; failing to provide second meal periods; and providing short meal
18 periods. Plaintiff and other Aggrieved Employees personally suffered these violations.
19 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 violated Labor Code sections 512 and 1198 each day for each Aggrieved Employee during the
21 PAGA Period, and thus each Aggrieved Employee was owed one hour of premium pay at their
22 regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7.
23 However, Plaintiff is informed and believes that those premium payments under Labor Code section
24 226.7 were not made for these non-compliant meal periods, either at all or at the proper regular rate
25 of pay. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210 (for
26 failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of
27 compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or
28 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,

1 and based thereon alleges, that Defendants' conduct that gave rise to such violations and was
2 malicious, fraudulent, or oppressive. As such, Defendants are further liable for civil penalties
3 pursuant to Labor Code section 2699(f)(2)(B)(ii).

4 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
6 including, without limitation, work over four-hour periods (or major fractions thereof) without
7 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
8 and complete ten-minute rest periods in which the employees are completely relieved of all of their
9 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
10 rest periods by, without limitation, by failing to provide rest periods all together. Plaintiff and other
11 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and
12 believes, and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day
13 for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee
14 was owed one hour of premium pay at their regular rate of pay for each day worked during the
15 PAGA Period under Labor Code section 226.7. However, Plaintiff is informed and believes that
16 those premium payments under Labor Code section 226.7 were not made, either, for these non-
17 compliant rest periods, either at all or at the proper regular rate of pay, in violation of Labor Code
18 sections 226.7 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code
19 sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize
20 the taking of compliant rest periods and for failing to provide premium pay under Labor Code
21 section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
22 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
23 violations and was malicious, fraudulent, or oppressive. As such, Defendants are further liable for
24 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

25 27. As a result of, among other things, Defendants' herein-described policy or practice
26 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
27 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
28 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff

1 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
2 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
3 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
4 inclusive dates of the period for which the employee is paid; the name of the employee and only the
5 last four digits of their social security number or an employee identification number other than a
6 social security number; all deductions; all applicable hourly rates in effect during the pay period and
7 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
8 address of the employer, and other such information as required by Labor Code section 226,
9 subdivision (a). Consequently, Plaintiff is informed and believes, and based thereon alleges, that
10 Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved Employee
11 during the PAGA Period, and that, thus Plaintiff and each Aggrieved Employee personally suffered
12 these violations and was owed penalties under Labor Code section 226 for each pay period worked
13 during the PAGA Period. Plaintiff is informed and believes that those penalties under Labor Code
14 section 226 were not paid for these violations of Labor Code section 226. Defendants would thus
15 be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699, or
16 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
17 and based thereon alleges, that Defendants' conduct above gave rise to such violations and was
18 malicious, fraudulent, or oppressive. Thus, Defendants would further be liable for civil penalties
19 pursuant to Labor Code section 2699(f)(2)(B)(ii).

20 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
21 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
22 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
23 failing to pay all overtime wages owed, all minimum wages; all premium pay owed; and all paid
24 sick leave, vacation pay and paid time off, as set forth above, among other things. Consequently,
25 Plaintiff is informed and believes, and based thereon alleges, that Defendants violated Labor Code
26 sections 201, 202 203, and 1198 each pay period for each Aggrieved Employee during the PAGA
27 Period, and thus Plaintiff and each Aggrieved Employee personally suffered these violations and
28 was owed penalties under Labor Code section 203 for each pay period worked during the PAGA

1 Period. However, Plaintiff is informed and believes that those penalties under Labor Code section
2 203 were not made for these violations of Labor Code sections 201, 202, and 203. Defendants would
3 thus be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive
4 relief under sections 2699(e)(1) and 2699(j). Plaintiff is further informed and believes, and based
5 thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious,
6 fraudulent, or oppressive. As such, Defendants would further be liable for civil penalties pursuant
7 to Labor Code section 2699(f)(2)(B)(ii).

8 29. Plaintiff is informed and believes, and based thereon alleges that Defendants also
9 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
10 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for the purchase and
11 maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge of
12 their duties, or of their obedience to the directions of Defendants, as required by Labor Code sections
13 1198, 2800, 2802, and other statutory and common law offenses. As a result, Plaintiff and other
14 Aggrieved Employees have personally suffered these violations and Defendants are liable to
15 reimburse Plaintiff and other Aggrieved Employees for these costs incurred in furtherance of work
16 duties. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 558,
17 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
18 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
19 violations and was malicious, fraudulent, or oppressive. As such, Defendants would further be liable
20 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
22 and have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid
23 time off and vacation time owed upon separation of employment as wages at their final rate of pay
24 in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Plaintiff and other
25 Aggrieved Employees have personally suffered these violations and Defendants would be liable for
26 civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and
27 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and
28 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and

1 was malicious, fraudulent, or oppressive. Therefore, Defendants would further be liable for civil
2 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

19 32. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
20 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
21 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
22 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
23 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
24 the sick pay was not provided at the proper regular of pay as required under California law due to
25 failure to properly calculate the regular rate. Plaintiff is further informed and believes that
26 Defendants also did not permit its use upon request by Defendants and other Aggrieved Employees
27 as contemplated under California and local laws, including, without limitation, under Labor Code
28 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner

1 without retaliation. Plaintiff is additionally informed and believes that the notice requirement of
2 Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace
3 injury reporting. Plaintiff is thus informed and believes that Defendants violated these Labor Code
4 sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees
5 have personally suffered violations under these sections and Defendants would be liable for civil
6 penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699,
7 as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.
8 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above
9 gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would further
10 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

11 33. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
12 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
13 statements and similar payroll documents under Labor Code section 226, documents signed to
14 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
15 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
16 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiff
17 and the Aggrieved Employees personally suffered these violations, which in turn would entitle
18 Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and
19 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558,
20 1174.5, and 2699. Plaintiff further informed and believes, and based thereon alleges, that
21 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
22 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
23 2699(f)(2)(B)(ii).

24 34. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
25 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or
26 disclosing the skills, knowledge and experience they obtained at Defendants for purposes of
27 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
28 Employees from disclosing their wages in negotiating a new job with a prospective employer, and

1 from disclosing who else works at Defendants and under what circumstances that they might be
2 receptive to an offer from a rival employer. Specifically, Plaintiff signed a “Handling Confidential
3 Information Policy and Procedures” on May 16, 2024, that illegally prevents Plaintiff from
4 disclosing “payroll information”. As such, Plaintiff is informed and believes that this violates
5 Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various
6 provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5, subdivision (k),
7 and 1198, and that Plaintiff and other Aggrieved Employees have personally suffered these
8 violations. Plaintiff is further informed and believes, and based thereon alleges, that Defendants’
9 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants
10 would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive
11 relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties
12 pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
14 and has a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing
15 violations of state and federal law, either within to their managers or outside to private attorneys or
16 government officials, among others, in violation of Labor Code section 1102.5. Specifically,
17 Plaintiff signed a “Handling Confidential Information Policy and Procedures” on May 16, 2024,
18 that illegally prevents Plaintiff from disclosing “payroll information”. Plaintiff and other Aggrieved
19 Employees personally suffered these violations. In addition, Plaintiff is informed and believes that
20 these policies and/or practices prevent Plaintiff and other Aggrieved Employees from disclosing
21 information about unsafe or discriminatory working conditions, or about wage and hour violations
22 in violation of Labor Code sections 232, 232.5 and 1198. Plaintiff and other Aggrieved Employees
23 personally suffered these violations of the Labor Code, and as such, these violations would expose
24 Defendants to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or
25 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and
26 based thereon alleges, that Defendants’ conduct above gave rise to such violations and was
27 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
28 to Labor Code section 2699(f)(2)(B)(ii).

1 36. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
2 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in
3 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
4 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
5 96(k), 98.6, 232, 232.5, 1197.5(k), and 1198. Specifically, Plaintiff signed a “Handling Confidential
6 Information Policy and Procedures” on May 16, 2024, that illegally prevents Plaintiff from
7 disclosing “payroll information”. Plaintiff and other Aggrieved Employees personally suffered these
8 violations. Plaintiff is informed and believes that this lawful conduct includes, without limitation,
9 the exercise of Plaintiff and other Aggrieved Employee’s constitutional rights of freedom of speech
10 and economic liberty and would thus expose Defendants to liability for civil penalties pursuant to
11 Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
12 Plaintiff further informed and believes, and based thereon alleges, that Defendants’ conduct above
13 gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would further
14 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

15 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
16 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
17 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
18 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
19 limitation, purported arbitration agreements, and other written documents presented for signature
20 and/or assent to Plaintiff and/or Aggrieved Employees by Defendants. Specifically, Plaintiff signed
21 a “Handling Confidential Information Policy and Procedures” on May 16, 2024, that illegally
22 prevents Plaintiff from disclosing “payroll information”. Further, Plaintiff signed illegal first and
23 second meal waivers that failed to indicate they were voluntary nor do they mention whether they
24 were revokable or not. Defendants also required Plaintiff and Aggrieved Employees to inform
25 prospective employers of Defendants’ restrictions of Plaintiff’s and Aggrieved Employees’ freedom
26 to work. As a result, Plaintiff is informed and believes that Defendants violated Labor Code sections
27 432.5 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff
28 and other Aggrieved Employees personally suffered these violations, and that Defendants violated,

1 without limitation, Labor Code section 432.5 and Government Code section 12952, entitling
2 Plaintiff and other Aggrieved Employees to damages. Plaintiff is further informed and believes, and
3 based thereon alleges, that Defendants' conduct above gave rise to such violations and was
4 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to
5 Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and
6 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
7 2699(f)(2)(B)(ii).

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

12 **FIRST AND ONLY CAUSE OF ACTION**

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

14 39. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
15 preceding paragraphs as though fully set forth hereat.

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

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

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

1 42. At all relevant times herein, Defendants have had a consistent policy or practice of
2 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
3 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
4 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
5 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
6 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
7 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
8 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
9 violation in connection with each payment that was made in violation of Labor Code section 204.

10 Civil Penalties Under Labor Code § 226.3

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

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

18 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
19 and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
20 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements
21 that accurately reflect gross wages earned; total hours worked; net wages earned; the name and
22 address of each employer with whom they have been placed to work; all applicable hourly rates in
23 effect during the pay period and the corresponding number of hours worked at each hourly rate; and
24 other such information as required by Labor Code section 226, subdivision (a).

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

1 period for each subsequent violation.

2 Violation of Labor Code § 558

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

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

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

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

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

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

23 Violation of Labor Code § 1174.5

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

1 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
2 or papers of the person.”

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

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

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

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

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

1 Violation of Labor Code § 1197.1

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

8 (1) For any initial violation that is intentionally committed, one hundred dollars
9 (\$100) for each underpaid employee for each pay period for which the
10 employee is underpaid. 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 (2) For each subsequent violation for the same specific offense, two hundred fifty
14 dollars (\$250) for each underpaid employee for each pay period for which the
15 employee is underpaid regardless of whether the initial violation is
16 intentionally committed. This amount shall be in addition to an amount
17 sufficient to recover underpaid wages, liquidated damages pursuant to Section
18 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

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

26 58. As a direct and proximate result of the herein-described Labor Code violations,
27 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
28 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one

1 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
2 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
3 subsequent violation.

4 Civil Penalties Under Labor Code § 2699

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

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

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

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

20 **PRAYER**

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

- 23 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
24 1174.5, 1197.1, and 2699;
- 25 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
26 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 27 C. For equitable, including, without limitation, injunctive relief;
- 28 C. Pre-judgment and post-judgment interest;

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D. For costs of suit incurred herein; and

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

Dated: February 11, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Bryce Bommer
BRYCE BOMMER
Attorneys for Plaintiff LEONNY
ARMSTRONG and on behalf of all other
Aggrieved Employees