

BIBIYAN LAW GROUP, P.C.

Gayane Ghandilyan (SBN 327818)

gayane@tomorrowlaw.com

Madison Gunning (SBN 345222)

mgunning@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

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David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

Attorneys for Plaintiff CECILIA MARTINEZ,
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

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

Plaintiff

v.

OPTIONS FOR YOUTH-DUARTE, INC., a
California nonprofit corporation; OPTIONS
FOR YOUTH-VICTOR VALLEY, INC., a
California nonprofit corporation; OPTIONS
FOR YOUTH-SAN JUAN, INC., a California
nonprofit corporation; OPTIONS FOR
YOUTH-SAN GABRIEL, INC., a California
nonprofit corporation; OPTIONS FOR
YOUTH-ACTON, INC., a California nonprofit
corporation; OPTIONS FOR YOUTH-SAN
BERNARDINO, INC., a California nonprofit
corporation; OPTIONS FOR YOUTH-
CALIFORNIA, a California nonprofit
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: **26STCV15912**

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 CECILIA MARTINEZ (“Plaintiff”), as an Aggrieved Employee, and on behalf of
2 all other Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004,
3 alleges 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 OPTIONS FOR
7 YOUTH-DUARTE, INC. and any of its respective subsidiaries or affiliated companies within the
8 State of California (“OFY-DUARTE”); OPTIONS FOR YOUTH-VICTOR VALLEY, INC., and
9 any of its respective subsidiaries or affiliated companies within the State of California (“OFY-
10 VICTOR VALLEY”); OPTIONS FOR YOUTH-SAN JUAN INC., and any of its respective
11 subsidiaries or affiliated companies within the State of California (“OFY-SAN JUAN”); OPTIONS
12 FOR YOUTH-SAN GABRIEL, INC., and any of its respective subsidiaries or affiliated companies
13 within the State of California (“OFY-SAN GABRIEL”); OPTIONS FOR YOUTH-ACTON, INC.,
14 and any of its respective subsidiaries or affiliated companies within the State of California (“OFY-
15 ACTON”); OPTIONS FOR YOUTH-SAN BERNARDINO, INC., and any of its respective
16 subsidiaries or affiliated companies within the State of California (“OFY-SAN BERNARDINO”);
17 and OPTIONS FOR YOUTH-CALIFORNIA, INC., and any of its respective subsidiaries or
18 affiliated companies within the State of California (“OFY-CALIFORNIA”) (hereinafter, OFY-
19 DUARTE, OFY-VICTOR VALLEY, OFY-SAN JUAN, OFY-SAN GABRIEL, OFY-ACTON and
20 OFY-SAN BERNARDINO, collectively, with DOES 1 through 100, as further defined below,
21 “Defendants”) as a proxy of the Labor and Workforce Development Agency of the State of
22 California (“LWDA”), on behalf of Plaintiff and all Aggrieved Employees that worked for
23 Defendants during the PAGA Period. Specifically, in connection with any alleged claims for failure
24 to comply with Labor Code sections 200, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 227.3, 245,
25 246, 432.5, 1198, and applicable Wage Orders, Plaintiff seeks to represent all current and former
26 employees that worked for Defendants during the PAGA Period. On all other claims mentioned
27 herein, Plaintiff seeks to represent only non-exempt current and former employees that worked for
28 Defendants during the PAGA Period. Collectively, these employees are herein referred to as

1 “Aggrieved Employees.” The “PAGA Period” refers to one year preceding the date notice was
2 submitted to the LWDA, continuing past the date of notice to the LWDA into perpetuity.

3 **PARTIES**

4 2. Plaintiff CECILIA MARTINEZ is a resident of the State of California. At all
5 relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 employed Plaintiff as a non-exempt employee with duties that included, but were not limited to,
7 making appointments and performing various front desk duties. Plaintiff is informed and believes,
8 and based thereon alleges, that Plaintiff CECILIA MARTINEZ worked for Defendants from
9 approximately June of 2022 through approximately March of 2025.

10 3. Plaintiff is informed and believes and based thereon alleges that defendant OFY-
11 DUARTE is, and at all times relevant hereto was, a nonprofit corporation organized and existing
12 under and by virtue of the laws of the State of California and doing business in the County of Los
13 Angeles, State of California.

14 4. Plaintiff is informed and believes and based thereon alleges that defendant OFY-
15 VICTOR VALLEY is, and at all times relevant hereto was, a nonprofit corporation organized and
16 existing under and by virtue of the laws of the State of California and doing business in the County
17 of Los Angeles, State of California.

18 5. Plaintiff is informed and believes and based thereon alleges that defendant OFY-
19 SAN JUAN is, and at all times relevant hereto was, a nonprofit corporation organized and existing
20 under and by virtue of the laws of the State of California and doing business in the County of Los
21 Angeles, State of California.

22 6. Plaintiff is informed and believes and based thereon alleges that defendant OFY-
23 GABRIEL is, and at all times relevant hereto was, a nonprofit corporation organized and existing
24 under and by virtue of the laws of the State of California and doing business in the County of Los
25 Angeles, State of California.

26 7. Plaintiff is informed and believes and based thereon alleges that defendant OFY-
27 ACTON is, and at all times relevant hereto was, a nonprofit corporation organized and existing
28 under and by virtue of the laws of the State of California and doing business in the County of Los

1 Angeles, State of California.

2 8. Plaintiff is informed and believes and based thereon alleges that defendant OFY-
3 SAN BERNARDINO is, and at all times relevant hereto was, a nonprofit corporation organized and
4 existing under and by virtue of the laws of the State of California and doing business in the County
5 of Los Angeles, State of California.

6 9. Plaintiff is informed and believes and based thereon alleges that defendant OFY-
7 CALIFORNIA is, and at all times relevant hereto was, a nonprofit corporation organized and
8 existing under and by virtue of the laws of the State of California and doing business in the County
9 of Los Angeles, State of California.

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

17 **JOINT LIABILITY ALLEGATIONS**

18 11. Plaintiff is informed and believes, and based thereon alleges, that each defendant
19 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
20 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are
21 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
22 to "Defendants," it shall include OFY-DUARTE, OFY-VICTOR VALLEY, OFY-SAN JUAN,
23 OFY-SAN GABRIEL, OFY-ACTON, OFY-SAN BERNARDINO, OFY-CALIFORNIA, and any
24 of their parent, subsidiary, or affiliated companies within the State of California, as well as DOES
25 1 through 100 identified herein.

26 12. Plaintiff is informed and believes and based thereon alleges that all the times
27 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
28 representative, joint venture or co-conspirator of each of the other defendants, either actually or

1 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
2 employment, joint venture, and conspiracy.

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

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

14 **JURISDICTION**

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

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

26 **PAGA REPRESENTATIVE ALLEGATIONS**

27 17. Plaintiff is an "Aggrieved Employee" under PAGA, as Plaintiff was employed by
28 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein, even

1 if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks to
2 recover civil penalties under PAGA, plus reasonable attorneys' fees and costs, for Plaintiff and all
3 other Aggrieved Employees of Defendants during the PAGA Period.

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

8 19. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
9 such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified
10 in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the
11 PAGA Period.

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

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

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

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

27 24. In the event that Defendants, or either of them, is/are determined to have, prior to
28 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff

1 and/or Plaintiff's counsel, adequately taken all reasonable steps to be in compliance with all
2 provisions identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to
3 section 2699(g)(1)-(3).

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

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

18 **FACTUAL ALLEGATIONS**

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

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

1 29. Upon information and belief, Defendants failed to accurately track and/or pay for all
2 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
3 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock.

4 30. In addition, Defendants failed to include all forms of remuneration, into the regular
5 rate of pay during pay periods where overtime was worked and the additional compensation was
6 earned for the purpose of calculating the overtime rate of pay. Specifically, Defendants included
7 earnings for “Ongoing Weekly Stipend” and “Hourly Language Stipend”, as is further evidenced
8 by the incentive payout schedule and stipend information, however these earnings are improperly
9 itemized and are not properly calculated into Plaintiff’s regular rate of pay.

10 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
12 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
13 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
14 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiff is further
15 informed and believes, and based thereon alleges, that Defendants’ conduct above gave rise to such
16 violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
17 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
18 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
19 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

20 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
21 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
22 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
23 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
24 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
25 Aggrieved Employees lawful meal periods by, without limitation, by interrupting meal periods, as
26 Plaintiff’s meal breaks were frequently interrupted by other employees; not providing timely meal
27 periods; failing to provide first and second meal periods; providing short meal periods, including
28 without, limitation meal periods that were recorded for less than thirty minutes; and not permitting

1 employees to leave the premises. Plaintiff and other Aggrieved Employees personally suffered
2 these violations. Consequently, Plaintiff is informed and believes, and based thereon alleges, that
3 Defendants violated Labor Code sections 512 and 1198 each day for each Aggrieved Employee
4 during the PAGA Period, and thus each Aggrieved Employee was owed one hour of premium pay
5 at their regular rate of pay for each day worked during the PAGA Period under Labor Code section
6 226.7. Specifically, Defendants included earnings for “Ongoing Weekly Stipend” and “Hourly
7 Language Stipend”, however these earnings are not properly calculated into Plaintiff’s regular rate
8 of pay. Also, Plaintiff’s offer letter states Plaintiff will receive “bonuses” and “incentives”.
9 However, Plaintiff is informed and believes that those premium payments under Labor Code section
10 226.7 were not made, either, for these non-compliant meal periods, either at all or at the proper
11 regular rate of pay. Defendants would thus be liable for civil penalties pursuant to Labor Code
12 sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize
13 the taking of compliant meal periods and for failing to provide premium pay under Labor Code
14 section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
15 informed and believes, and based thereon alleges, that Defendants’ conduct that gave rise to such
16 violations and was malicious, fraudulent, or oppressive. As such, Defendants are further liable for
17 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

18 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
20 including, without limitation, work over four-hour periods (or major fractions thereof) without
21 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
22 and complete ten-minute rest periods in which the employees are completely relieved of all of their
23 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
24 rest periods by, without limitation, by failing to provide rest periods all together, as Defendants
25 prohibited rest breaks. Additionally, to the extent Plaintiff took any rest breaks, Defendants failed
26 to provide rest periods that were at least ten minutes in length; and also interrupted breaks. Plaintiff
27 and other Aggrieved Employees personally suffered these violations. . Plaintiff and other Aggrieved
28 Employees personally suffered these violations. Consequently, Plaintiff is informed and believes,

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

14 34. As a result of, among other things, Defendants' herein-described policy or practice
15 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
16 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
17 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
18 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
19 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
20 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all
21 applicable hourly rates in effect during the pay period and the corresponding number of hours
22 worked at each hourly rate by the employee. Specifically, Defendants included earnings for
23 "Ongoing Weekly Stipend" and "Hourly Language Stipend", however these earnings are improperly
24 itemized and are not properly calculated into Plaintiff's regular rate of pay. Also, Defendants' offer
25 letter states Plaintiff will receive "bonuses" and "incentives", as is further evidenced by the incentive
26 payout schedule and stipend information. Specifically, Defendants intentionally failed to furnish
27 employees with itemized wage statements that accurately reflect the hours worked by Plaintiff and
28 other Aggrieved Employees and the rates of pay at which they were or should have been paid

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

13 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
14 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
15 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
16 failing to pay all overtime wages owed, all minimum wages owed; vacation pay and paid time off
17 (in violation of Labor Code section 227.3 (itemized on Employee's pay stubs as "Wellness Hours",
18 however per the pay stub dated March 14, 2025, these hours are not being paid at the proper regular
19 rate of pay); and all premium pay owed, as set forth above, among other things. Consequently,
20 Plaintiff is informed and believes, and based thereon alleges, that Defendants violated Labor Code
21 sections 201, 202 203, and 1198 each pay period for each Aggrieved Employee during the PAGA
22 Period, and thus Plaintiff and each Aggrieved Employee personally suffered these violations and
23 was owed penalties under Labor Code section 203 for each pay period worked during the PAGA
24 Period. However, Plaintiff is informed and believes that those penalties under Labor Code section
25 203 were not made for these violations of Labor Code sections 201, 202, and 203. Defendants would
26 thus be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive
27 relief under sections 2699(e)(1) and 2699(j). Plaintiff is further informed and believes, and based
28 thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious,

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

3 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
4 and have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid
5 time off and vacation time owed upon separation of employment as wages at their final rate of pay
6 in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Plaintiff and other
7 Aggrieved Employees have personally suffered these violations and Defendants would be liable for
8 civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and
9 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and
10 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
11 was malicious, fraudulent, or oppressive. Therefore, Defendants would further be liable for civil
12 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

18 39. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
19 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
20 statements and similar payroll documents under Labor Code section 226, documents signed to
21 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
22 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
23 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiff
24 and the Aggrieved Employees personally suffered these violations, which in turn would entitle
25 Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and
26 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558,
27 1174.5, and 2699. Plaintiff further informed and believes, and based thereon alleges, that
28 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or

1 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
2 2699(f)(2)(B)(ii).

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

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

25 **FIRST AND ONLY CAUSE OF ACTION**

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

27 42. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
28 preceding paragraphs as though fully set forth hereat.

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

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

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

16 Violation of Labor Code § 558

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

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

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

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

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51. 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 and Wage Orders regulating wages, hours and days of work described herein, including but not limited to Labor Code sections 201-204, 223, 226.7, 510, 511, 512, 551, 552, 1182.12, 1194, 1197, and 1198.

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

Violation of Labor Code § 1174.5

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

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

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

1 earned.”

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

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

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

16 Violation of Labor Code § 1197.1

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

23 (1) For any initial violation that is intentionally committed, one hundred dollars
24 (\$100) for each underpaid employee for each pay period for which the
25 employee is underpaid. This amount shall be in addition to an amount
26 sufficient to recover underpaid wages, liquidated damages pursuant to Section
27 1194.2, and any applicable penalties imposed pursuant to Section 203.

28 (2) For each subsequent violation for the same specific offense, two hundred fifty

1 dollars (\$250) for each underpaid employee for each pay period for which the
2 employee is underpaid regardless of whether the initial violation is
3 intentionally committed. This amount shall be in addition to an amount
4 sufficient to recover underpaid wages, liquidated damages pursuant to Section
5 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

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

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

19 Civil Penalties Under Labor Code § 2699

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

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

28 64. As such, Plaintiff and Aggrieved Employees are entitled to injunctive relief, one

1 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
2 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
3 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

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

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 1174.5, 1197.1, and 2699;
12 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
13 210, 226.3, 558, 1174.5, 1197.1, and 2699;
14 C. For equitable, including, without limitation, injunctive relief;
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: May 19, 2026

BIBIYAN LAW GROUP, P.C.

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20 BY: /s/ Gayane Ghandilyan

21 GAYANE GHANDILYAN

22 MADISON GUNNING

Attorneys for Plaintiff CECILIA MARTINEZ

23 and on behalf of all other Aggrieved

24 Employees
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