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9 Attorneys for Plaintiff MICHELE MARIE KEITH,
10 as an Aggrieved Employee, and on behalf of all other
11 Aggrieved Employees

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF SANTA CRUZ**

14 MICHELE MARIE KEITH, as an Aggrieved
15 Employee, and on behalf of all other Aggrieved
16 Employees under the Labor Code Private
17 Attorneys' General Act of 2004,

18 Plaintiff

19 v.

20 LOTUS MANAGEMENT, INC., a California
21 Corporation doing business as FAIRFIELD
22 INN & SUITES; SANTA CRUZ MISSION
23 HOTEL LP, a California limited partnership;
24 SANTA CRUZ HOTEL, LP, a California
25 limited partnership; HOLLISTER HOTEL, LP,
26 a California limited partnership; SAN JOSE
27 HARRIS WAY HOTEL, LP, a California
28 limited partnership; SCOTTS VALLEY
HOTEL, LP, a California limited partnership;
BAPA LIMITED PARTNERSHIP, a
California limited partnership; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 26CV00872

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 MICHELE MARIE KEITH (“Plaintiff”), as an Aggrieved Employee, and on behalf
2 of 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 LOTUS
7 MANAGEMENT, INC., a California corporation doing business as FAIRFIELD INN & SUITES
8 and any of its respective subsidiaries or affiliated companies within the State of California (“LOTUS
9 MANAGEMENT”); SANTA CRUZ MISSION HOTEL LP, a California limited partnership and
10 any of its respective subsidiaries or affiliated companies within the State of California (“SANTA
11 CRUZ MISSION HOTEL”); SANTA CRUZ HOTEL, LP, a California limited partnership and any
12 of its respective subsidiaries or affiliated companies within the State of California (“SANTA CRUZ
13 HOTEL”); HOLLISTER HOTEL, LP, a California limited partnership and any of its respective
14 subsidiaries or affiliated companies within the State of California (“HOLLISTER HOTEL”); SAN
15 JOSE HARRIS WAY HOTEL, LP, a California limited partnership and any of its respective
16 subsidiaries or affiliated companies within the State of California (“SAN JOSE HARRIS WAY
17 HOTEL”); SCOTTS VALLEY HOTEL, LP, a California limited partnership and any of its
18 respective subsidiaries or affiliated companies within the State of California (“SCOTTS VALLEY
19 HOTEL”); BAPA LIMITED PARTNERSHIP, a California limited partnership and any of its
20 respective subsidiaries or affiliated companies within the State of California (“BAPA LIMITED
21 PARTNERSHIP”) (hereinafter, LOTUS MANAGEMENT, SANTA CRUZ MISSION HOTEL,
22 SANTA CRUZ HOTEL, HOLLISTER HOTEL, SAN JOSE HARRIS WAY HOTEL, SCOTTS
23 VALLEY HOTEL, and BAPA LIMITED PARTNERSHIP collectively, with DOES 1 through 100,
24 as further defined below, “Defendants”) as a proxy of the Labor and Workforce Development
25 Agency of the State of California (“LWDA”), on behalf of Plaintiff and all Aggrieved Employees
26 that worked for Defendants during the PAGA Period. Specifically, in connection with any alleged
27 claims for failure to comply with Labor Code sections 201, 202, 203, 204, 210, 221, 223, 226, 226.3,
28 226.7, 227.3, 233, 234, 245, 246, 432.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194,

1 1194.2, 1198, 1197, 1197.1, 2800, 2802, 2699, Government Code section 12952, as well as
2 applicable Wage Orders. Plaintiff seeks to represent all current and former employees that worked
3 for Defendants during the PAGA Period. On all other claims mentioned herein, Plaintiff seeks to
4 represent only non-exempt current and former employees that worked for Defendants during the
5 PAGA Period. Collectively, these employees are herein referred to as “Aggrieved Employees.” The
6 “PAGA Period” refers to three years preceding the date notice was submitted to the LWDA,
7 continuing past the date of notice to the LWDA into perpetuity.

8 **PARTIES**

9 2. Plaintiff MICHELE MARIE KEITH is a resident of the State of California. At all
10 relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 employed Plaintiff as a non-exempt employee with duties that included, but were not limited to,
12 checking guests in and out and handling day-to-day administrative paperwork. Plaintiff is informed
13 and believes, and based thereon alleges, that Plaintiff MICHELE MARIE KEITH worked for
14 Defendants from approximately October of 2022 through approximately April of 2025.

15 3. Plaintiff is informed and believes and based thereon alleges that defendant LOTUS
16 MANAGEMENT is, and at all times relevant hereto was, a California corporation organized and
17 existing under and by virtue of the laws of the State of California and doing business in the County
18 of Santa Cruz, State of California. At all relevant times herein, LOTUS MANAGEMENT employed
19 Plaintiff and Aggrieved Employees within the State of California.

20 4. Plaintiff is informed and believes and based thereon alleges that defendant SANTA
21 CRUZ MISSION HOTEL is, and at all times relevant hereto was, a California limited partnership
22 organized and existing under and by virtue of the laws of the State of California and doing business
23 in the County of Santa Cruz, State of California. At all relevant times herein, SANTA CRUZ
24 MISSION HOTEL employed Plaintiff and Aggrieved Employees within the State of California.

25 5. Plaintiff is informed and believes and based thereon alleges that defendant SANTA
26 CRUZ HOTEL is, and at all times relevant hereto was, a California limited partnership organized
27 and existing under and by virtue of the laws of the State of California and doing business in the
28 County of Santa Cruz, State of California. At all relevant times herein, SANTA CRUZ HOTEL

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

2 6. Plaintiff is informed and believes and based thereon alleges that defendant
3 HOLLISTER HOTEL is, and at all times relevant hereto was, a California limited partnership
4 organized and existing under and by virtue of the laws of the State of California and doing business
5 in the County of Santa Cruz, State of California. At all relevant times herein, HOLLISTER HOTEL
6 employed Plaintiff and Aggrieved Employees within the State of California.

7 7. Plaintiff is informed and believes and based thereon alleges that defendant SAN
8 JOSE HARRIS WAY HOTEL is, and at all times relevant hereto was, a California limited
9 partnership organized and existing under and by virtue of the laws of the State of California and
10 doing business in the County of Santa Cruz, State of California. At all relevant times herein, SAN
11 JOSE HARRIS WAY HOTEL employed Plaintiff and Aggrieved Employees within the State of
12 California.

13 8. Plaintiff is informed and believes and based thereon alleges that defendant SCOTTS
14 VALLEY HOTEL is, and at all times relevant hereto was, a California limited partnership organized
15 and existing under and by virtue of the laws of the State of California and doing business in the
16 County of Santa Cruz, State of California. At all relevant times herein, SCOTTS VALLEY HOTEL
17 employed Plaintiff and Aggrieved Employees within the State of California.

18 9. Plaintiff is informed and believes and based thereon alleges that defendant BAPA
19 LIMITED PARTNERSHIP is, and at all times relevant hereto was, a California limited partnership
20 organized and existing under and by virtue of the laws of the State of California and doing business
21 in the County of Santa Cruz, State of California. At all relevant times herein, BAPA LIMITED
22 PARTNERSHIP employed Plaintiff and Aggrieved Employees within the State of California.

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

1 the defendants designated hereinafter as DOES when such identities become known.

2 **JOINT LIABILITY ALLEGATIONS**

3 11. Plaintiff is informed and believes, and based thereon alleges, that each defendant
4 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
5 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are
6 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
7 to "Defendants," it shall include LOTUS MANAGEMENT, SANTA CRUZ MISSION HOTEL,
8 SANTA CRUZ HOTEL, HOLLISTER HOTEL, SAN JOSE HARRIS WAY HOTEL, SCOTTS
9 VALLEY HOTEL, and BAPA LIMITED PARTNERSHIP, and any of their parent, subsidiary, or
10 affiliated companies within the State of California, as well as DOES 1 through 100 identified herein.

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

16 13. All of the acts and conduct described herein of each and every corporate defendant
17 was duly authorized, ordered, and directed by the respective and collective defendant corporate
18 employers, and the officers and management-level employees of said corporate employers. In
19 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
20 their said employees, agents, and representatives, and each of them; and upon completion of the
21 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
22 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
23 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
24 aforementioned corporate employees, agents and representatives.

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

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

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1 LWDA online and by certified mail, with return receipt requested, to Defendants (“PAGA Notice”).

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

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

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

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

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

23 26. In the event, the LWDA and/or a court issued a finding or determination to the
24 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
25 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
26 any of them, would be subject to heightened penalties pursuant to Labor Code sections
27 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either
28 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving

1 of the PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations
2 as detailed herein was and is malicious, fraudulent, and/or oppressive. Thus, Defendants, or any of
3 them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack
4 eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

5 **FACTUAL ALLEGATIONS**

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

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

15 29. Upon information and belief, Defendants failed to accurately track and/or pay for all
16 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
17 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
18 including, without limitation, by requiring Plaintiff and Aggrieved Employees to work through their
19 meal breaks and rest periods and to communicate with clients and management on personal mobile
20 devices after work hours.

21 30. In addition, Defendants failed to include all forms of remuneration into the regular
22 rate of pay during pay periods where overtime was worked. Moreover, upon information and belief,
23 Defendants detrimentally rounded, edited and/or manipulated time entries so the hours recorded
24 were less than the hours actually worked.

25 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
27 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
28 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated

1 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiff is further
2 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
3 violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
4 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
5 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
6 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

7 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
8 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
9 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
10 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
11 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
12 Aggrieved Employees lawful meal periods by, without limitation, by interrupting meal periods; not
13 providing timely meal periods; failing to provide first and second meal periods; providing short
14 meal periods, including without, limitation meal periods that were recorded for less than thirty
15 minutes, and meal periods that may appear on the record to be thirty minutes or longer but in
16 practice were shorter than thirty minutes due to walking time. Plaintiff and other Aggrieved
17 Employees personally suffered these violations. Consequently, Plaintiff is informed and believes,
18 and based thereon alleges, that Defendants violated Labor Code sections 512 and 1198 each day for
19 each Aggrieved Employee during the PAGA Period, and thus each Aggrieved Employee was owed
20 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period
21 under Labor Code section 226.7. However, Plaintiff is informed and believes that those premium
22 payments under Labor Code section 226.7 were not made for these non-compliant meal periods,
23 either at all or at the proper regular rate of pay. Defendants would thus be liable for civil penalties
24 pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for
25 both failing to authorize the taking of compliant meal periods and for failing to provide premium
26 pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k).
27 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct that
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1 gave rise to such violations and was malicious, fraudulent, or oppressive. As such, Defendants are
2 further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

27 34. As a result of, among other things, Defendants' herein-described policy or practice
28 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide

1 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
2 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
3 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
4 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
5 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
6 inclusive dates of the period for which the employee is paid; the name of the employee and only the
7 last four digits of their social security number or an employee identification number other than a
8 social security number; all deductions; all applicable hourly rates in effect during the pay period and
9 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
10 address of the employer, and other such information as required by Labor Code section 226,
11 subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized
12 wage statements that accurately reflect the hours worked by Plaintiff and other Aggrieved
13 Employees and the rates of pay at which they were or should have been paid including due to failure
14 to pay at the proper regular rate, thus resulting in a failure to reflect gross and net wages earned and
15 paid at each rate, as well. Consequently, Plaintiff is informed and believes, and based thereon
16 alleges, that Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved
17 Employee during the PAGA Period, and that, thus Plaintiff and each Aggrieved Employee
18 personally suffered these violations and was owed penalties under Labor Code section 226 for each
19 pay period worked during the PAGA Period. Plaintiff is informed and believes that those penalties
20 under Labor Code section 226 were not paid for these violations of Labor Code section 226.
21 Defendants would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558,
22 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
23 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
24 violations and was malicious, fraudulent, or oppressive. Thus, Defendants would further be liable
25 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

26 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
27 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
28 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,

1 failing to pay all overtime wages owed, including for failure to pay at overtime the proper rate of
2 pay; all minimum wages; and all premium pay owed, vacation pay and paid time off, as set forth
3 above, among other things. Consequently, Plaintiff is informed and believes, and based thereon
4 alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198 each pay period for
5 each Aggrieved Employee during the PAGA Period, and thus Plaintiff and each Aggrieved
6 Employee personally suffered these violations and was owed penalties under Labor Code section
7 203 for each pay period worked during the PAGA Period. However, Plaintiff is informed and
8 believes that those penalties under Labor Code section 203 were not made for these violations of
9 Labor Code sections 201, 202, and 203. Defendants would thus be liable for civil penalties pursuant
10 to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
11 2699(j). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
12 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
13 Defendants would further be liable for civil penalties pursuant to Labor Code section
14 2699(f)(2)(B)(ii).

15 36. Plaintiff is informed and believes, and based thereon alleges that Defendants also
16 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
17 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for the purchase and
18 maintenance of cellular phones and cellular phone plans, including, without limitation, the
19 Employer's product(s) and/or service(s), in direct consequence of the discharge of their duties, or
20 of their obedience to the directions of Defendants, as required by Labor Code sections 1198, 2800,
21 2802, and other statutory and common law offenses. As a result, Plaintiff and other Aggrieved
22 Employees have personally suffered these violations and Defendants are liable to reimburse Plaintiff
23 and other Aggrieved Employees for these costs incurred in furtherance of work duties. Defendants
24 would thus be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or
25 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
26 and based thereon alleges, that Defendants' conduct above gave rise to such violations and was
27 malicious, fraudulent, or oppressive. As such, Defendants would further be liable for civil penalties
28 pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

27 39. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
28 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with

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

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

1 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
2 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
3 2699(f)(2)(B)(ii).

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

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

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2 **FIRST AND ONLY CAUSE OF ACTION**

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

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

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

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

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

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

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2 Civil Penalties Under Labor Code § 226.3

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

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

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

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

25 Violation of Labor Code § 558

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

1 penalty as follows:

- 2 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
3 pay period for which the employee was underpaid in addition to an amount sufficient
4 to recover underpaid wages;
- 5 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
6 employee for each pay period for which the employee was underpaid in addition to
7 an amount sufficient to recover underpaid wages;
- 8 (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

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

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

18 Violation of Labor Code § 1174.5

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

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

56. 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 earned.”

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

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

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

Violation of Labor Code § 1197.1

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

1 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
2 Section 203 as follows:

3 (1) For any initial violation that is intentionally committed, one hundred dollars
4 (\$100) for each underpaid employee for each pay period for which the
5 employee is underpaid. This amount shall be in addition to an amount
6 sufficient to recover underpaid wages, liquidated damages pursuant to Section
7 1194.2, and any applicable penalties imposed pursuant to Section 203.

8 (2) For each subsequent violation for the same specific offense, two hundred fifty
9 dollars (\$250) for each underpaid employee for each pay period for which the
10 employee is underpaid regardless of whether the initial violation is
11 intentionally committed. This amount shall be in addition to an amount
12 sufficient to recover underpaid wages, liquidated damages pursuant to Section
13 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

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

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

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2 Civil Penalties Under Labor Code § 2699

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

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

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

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

18 **PRAYER**

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

- 21 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
22 1174.5, 1197.1, and 2699;
- 23 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
24 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 25 C. For equitable, including, without limitation, injunctive relief;
- 26 C. Pre-judgment and post-judgment interest;
- 27 D. For costs of suit incurred herein; and
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E. Such other and further relief as the Court deems just and proper.

Dated: March 13, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Calyn V. Hadlock
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SAREEN K. KHAKH
Attorneys for Plaintiff MICHELE MARIE
KEITH and on behalf of all other Aggrieved
Employees