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

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David W. Slayton,
Executive Officer/Clerk of Court,
By J. Hernandez, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

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

Plaintiff

v.

CREATIVE ARTISTS AGENCY
HOLDINGS, LLC, a Delaware limited
liability company doing business as Creative
Artists Agency; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: **26SM CV 00586**

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 Shaunise Price (“Plaintiff”), as an Aggrieved Employee, and on behalf of all other
2 Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004, alleges as
3 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 Creative Artists
7 Agency Holdings, LLC (“CAA”), a Delaware limited liability Company , and any of its respective
8 subsidiaries or affiliated companies within the State of California, (hereinafter, collectively, with
9 DOES 1 through 100, as further defined below, “Defendants”) as a proxy of the Labor and
10 Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and
11 all Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically, in
12 connection with any alleged claims for failure to comply with Labor Code sections 96, 98.6, 201,
13 204, 210, 221, 223, 226, 226.2, 226.3, 226.7, 232, 232.5, 233, 234, 245, 246, 432, 432.5, 510, 512,
14 551, 552, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 1197.5,
15 2699, among others, Business and Professions Code sections 16600 and 16700, Government Code
16 section 12952, as well as applicable Wage Orders, Plaintiff seeks to represent all current and former
17 employees that worked for Defendants during the PAGA Period. On all other claims mentioned
18 herein, Plaintiff seeks to represent only non-exempt current and former employees that worked for
19 Defendants during the PAGA Period. Collectively, these employees are herein referred to as
20 “Aggrieved Employees.” The “PAGA Period” refers to three years preceding the date notice was
21 submitted to the LWDA, continuing past the date of notice to the LWDA into perpetuity.

22 **PARTIES**

23 2. Plaintiff SHAUNISE PRICE is a resident of the State of California. At all relevant
24 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 employed Plaintiff as a non-exempt employee. Plaintiff worked as a non-exempt employee with
26 duties that included, but were not limited to, handling payments, refunds, and communication
27 regarding financial discrepancies. Plaintiff is informed and believes, and based thereon alleges, that
28 Plaintiff SHAUNISE PRICE worked for Defendants from approximately March of 2023 through

1 the present.

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

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

14 **JOINT LIABILITY ALLEGATIONS**

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

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

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

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

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

9 **JURISDICTION**

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

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

21 **PAGA REPRESENTATIVE ALLEGATIONS**

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

27 12. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
28 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*

1 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
2 PAGA allegations described herein is not required.

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

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

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

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

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

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

27 19. In the event that Defendants, or either of them is/are deemed to have adequately taken
28 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)

1 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
2 Code section 2699(h)(1)-(3).

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

14 **FACTUAL ALLEGATIONS**

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

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

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

1 24. In addition, Defendants failed to include all forms of remuneration, including end of
2 year bonuses into the regular rate of pay during pay periods where overtime was worked.

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

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

1 to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant
2 meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive
3 relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based
4 thereon alleges, that Defendants' conduct that gave rise to such violations and was malicious,
5 fraudulent, or oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor
6 Code section 2699(f)(2)(B)(ii).

7 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
9 including, without limitation, work over four-hour periods (or major fractions thereof) without
10 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
11 and complete ten-minute rest periods in which the employees are completely relieved of all of their
12 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
13 rest periods by, without limitation, by failing to provide rest periods all together; failing to provide
14 rest periods that were at least ten minutes in length, including rest periods that were shorter than
15 ten minutes; requiring that employees carry cellular telephones during rest periods to take calls
16 from clients; and not providing rest periods in a timely fashion. Plaintiff and other Aggrieved
17 Employees personally suffered these violations. Consequently, Plaintiff is informed and believes,
18 and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each
19 Aggrieved Employee during the PAGA Period, and that, 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, either, for these non-compliant rest
23 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
24 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
25 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking
26 of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7,
27 or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
28 and based thereon alleges, that Defendants' conduct above gave rise to such violations and was

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

28. As a result of, among other things, Defendants' herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or rest periods, as described above, and due to independent failures in connection therewith, Plaintiff is informed and believes, and based thereon alleges, that Defendants also intentionally failed and continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the inclusive dates of the period for which the employee is paid; the name of the employee and only the last four digits of their social security number or an employee identification number other than a social security number; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of the employer, and other such information as required by Labor Code section 226, subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Plaintiff and other Aggrieved Employees and the rates of pay at which they were or should have been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus Plaintiff and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 226 for each pay period worked during the PAGA Period. Plaintiff is informed and believes that those penalties under Labor Code section 226 were not paid for these violations of Labor Code section 226. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such

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

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

19 30. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
20 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
21 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
22 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
23 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
24 any calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
25 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
26 and other Aggrieved Employees all wages owed every day and every workweek in accordance with
27 Labor Code sections 204 and 1198. Plaintiff is informed and believes, and based thereon alleges,
28 that Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees

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

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

27 32. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
28 that Defendants failed and continue to fail to keep adequate or accurate time records including wage

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

12 33. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
13 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or
14 disclosing the skills, knowledge and experience they obtained at Defendants for purposes of
15 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
16 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
17 from disclosing who else works at Defendants and under what circumstances that they might be
18 receptive to an offer from a rival employer. Specifically, the "Code of Ethics" an "Confidential and
19 Proprietary Information Policy" define confidential information to include information concerning
20 personnel. As such, Plaintiff is informed and believes that this violates Business and Professions
21 Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor
22 Code, including Labor Code sections 232, 232.5, 1197.5, subdivision (k), and 1198, and that
23 Plaintiff and other Aggrieved Employees have personally suffered these violations. 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. Defendants would be liable for civil
26 penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections
27 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor
28 Code section 2699(f)(2)(B)(ii).

1 34. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
2 has a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing
3 violations of state and federal law, either within to their managers or outside to private attorneys or
4 government officials, among others, in violation of Labor Code section 1102.5. Plaintiff and other
5 Aggrieved Employees personally suffered these violations. In addition, Plaintiff is informed and
6 believes that these policies and/or practices prevent Plaintiff and other Aggrieved Employees from
7 disclosing information about unsafe or discriminatory working conditions, or about wage and hour
8 violations in violation of Labor Code sections 232, 232.5 and 1198. Specifically, the “Code of
9 Ethics” an “Confidential and Proprietary Information Policy” define confidential information to
10 include information concerning personnel. Plaintiff and other Aggrieved Employees personally
11 suffered these violations of the Labor Code, and as such, these violations would expose Defendants
12 to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief
13 under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon
14 alleges, that Defendants’ conduct above gave rise to such violations and was malicious, fraudulent,
15 or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
16 2699(f)(2)(B)(ii).

17 35. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
18 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in
19 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
20 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
21 96(k), 98.6, 232, 232.5, 1197.5(k), and 1198. Specifically, the “Code of Ethics” an “Confidential
22 and Proprietary Information Policy” define confidential information to include information
23 concerning personnel. Plaintiff and other Aggrieved Employees personally suffered these
24 violations. Plaintiff is informed and believes that this lawful conduct includes, without limitation,
25 the exercise of Plaintiff and other Aggrieved Employee’s constitutional rights of freedom of speech
26 and economic liberty and would thus expose Defendants to liability for civil penalties pursuant to
27 Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
28 Plaintiff further informed and believes, and based thereon alleges, that Defendants’ conduct above

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

3 36. 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, purported confidentiality
8 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or
9 Aggrieved Employees by Defendants. Further, the “Code of Ethics” an “Confidential and
10 Proprietary Information Policy” define confidential information to include information concerning
11 personnel. Defendants also required Plaintiff and Aggrieved Employees to inform prospective
12 employers of Defendants’ restrictions of Plaintiff’s and Aggrieved Employees’ freedom to work.
13 As a result, Plaintiff is informed and believes that Defendants violated Labor Code sections 432.5
14 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and
15 other Aggrieved Employees personally suffered these violations, and that Defendants violated,
16 without limitation, Labor Code section 432.5 and Government Code section 12952, entitling
17 Plaintiff and other Aggrieved Employees to damages. Plaintiff is further informed and believes, and
18 based thereon alleges, that Defendants’ conduct above gave rise to such violations and was
19 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to
20 Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and
21 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
22 2699(f)(2)(B)(ii).

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

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1 **FIRST AND ONLY CAUSE OF ACTION**

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

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

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

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

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

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

27 **Civil Penalties Under Labor Code § 226.3**

28 42. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)

1 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
2 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
3 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
4 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

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

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

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

19 Violation of Labor Code § 558

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

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

27 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
28 employee for each pay period for which the employee was underpaid in addition to

1 an amount sufficient to recover underpaid wages;

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

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

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

12 Violation of Labor Code § 1174.5

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

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

23 51. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
24 every person employing labor in California to “[k]eep, at a central location in the state or at the
25 plants or establishments at which employees are employed, payroll records showing the hours
26 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
27 piece rate paid to, employees employed at the respective plants or establishments. These records
28 shall be kept in accordance with rules established for this purpose by the commission, but in any

1 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
2 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
3 earned.”

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

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

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

18 Violation of Labor Code § 1197.1

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

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

1194.2, and any applicable penalties imposed pursuant to Section 203.

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

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

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

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

Civil Penalties Under Labor Code § 2699

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

59. Plaintiff is informed and believes, and based thereon alleges that Defendants, and

each of them, violated the Labor Code sections described in the preceding paragraphs.

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

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

PRAYER

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

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

Dated: January 30, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Jason Rothman

JASON ROTHMAN,
GUIDO TOSCANO

Attorneys for Plaintiff SHAUNISE PRICE
and on behalf of all other Aggrieved
Employees