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as an aggrieved employee, and on behalf of all other
aggrieved employees

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County of Los Angeles
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By C. Nava, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MICHELLE FABILENA, as an aggrieved
employee, and on behalf of all other aggrieved
employees under the Labor Code Private
Attorneys' General Act of 2004,

Plaintiff,

v.

BEHAVIOR AND EDUCATION INC.; a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: **25TRCV04274**

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 Michelle Fabilena (“Plaintiff”) or “Employee”), as an aggrieved employee, and on
2 behalf of all other aggrieved employees under the Labor Code Private Attorneys’ General Act of
3 2004, alleges as follows:

4 **JURISDICTION AND VENUE**

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 BEHAVIOR AND
7 EDUCATION INC., a California corporation, and any of its respective subsidiaries or affiliated
8 companies within the State of California (“Behavior and Education”), as a proxy of the Labor and
9 Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and
10 all other current and former non-exempt employees of Defendants working within the Civil Penalty
11 Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with
12 the Labor Code. Specifically, in connection with the alleged claims for failure to comply with Labor
13 Code sections 201, 201.3, 202, 203, 204, 206.5, 210, 221, 223, 226, 226.3, 226.7, 233, 234, 245,
14 246, 432, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197,
15 1197.1, 2800, 2802, 2810.5, 2699, among others, California Code of Regulations, Title 8, Business
16 and Professions Code section 17200as well as applicable Wage Orders. Plaintiff seeks to represent
17 all employees of BEHAVIOR AND EDUCATION INC., and each of them, DOES 1 through 100,
18 as well as their parents, subsidiaries and affiliates (hereinafter, collectively, “Defendants” or
19 “Employer”) working within three years preceding the date of filing Notice with the LWDA and
20 continuing past the date of the LWDA Notice filing into perpetuity (“Civil Penalty Period”). On all
21 other claims mentioned herein, Plaintiff seeks to represent only non-exempt employees of
22 Defendants working within the Civil Penalty Period. Collectively, those employees shall be known
23 as “Aggrieved Employees” herein.

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

26 3. Venue is proper in Los Angeles County, California pursuant to Code of Civil
27 Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where the
28 causes of action complained of herein arose; the county in which the employment relationship

1 began; the county in which performance of the employment contract, or part of it, between Plaintiff
2 and Defendants was due to be performed; the county in which the employment contract, or part of
3 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
4 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff
5 and Aggrieved Employees in Los Angeles County, and because Defendants employ Aggrieved
6 Employees in Los Angeles County.

7 4. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
8 Defendants during the Civil Penalty Period and suffered the Labor Code violations set forth herein,
9 even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks
10 to recover civil penalties under the Labor Code Private Attorneys General Act of 2004, codified at
11 Labor Code section 2698, *et seq.* (“PAGA”), as amended, plus reasonable attorneys’ fees and costs,
12 for Plaintiff and all other current and former Aggrieved Employees of Defendants during the Civil
13 Penalty Period.

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

18 6. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
19 201, 201.3, 202, 203, 204, 206.5, 210, 221, 223, 226, 226.3, 226.7, 227.3, 233, 234, 245, 246, 432,
20 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 2800,
21 2802, 2810.5, 2699, Business and Professions Code section 17200, as well as applicable Wage
22 Orders.

23 7. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
24 such as Plaintiff, on behalf of Plaintiff and all other current and former Aggrieved Employees within
25 the Civil Liability Period, to bring a civil action to recover civil penalties pursuant to the procedures
26 specified in Labor Code section 2699.3.

27 8. On or around October 10, 2025, Plaintiff provided written amended notice pursuant
28 to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of

1 Defendants' violation of various, including the herein-described, provisions of the Labor Code, to
2 the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of
3 them. The amended notice amended the initial LWDA notice and was filed with the LWDA on
4 February 7, 2023.

5 9. 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 10. 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 11. 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 his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions
17 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
18 2699(g)(1)-(3).

19 12. 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 13. Plaintiff is further informed and believes that within five (5) years of any of
24 violations described above, the LWDA or a court has issued a finding or determination to the
25 Defendants, or either of them, that its/their policy or practice giving rise to such violations was
26 unlawful, and thus Defendants, or any of them, is/are further liable for civil penalties pursuant to
27 Labor Code section 2699(f)(2)(B)(i). Plaintiff is informed that Defendants, or any of them,
28 was/were found to have unlawfully committed some or all of the above-related Labor Code

1 violations, and thus is/are subject to increased penalties, as applicable, under Labor Code sections
2 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are **not** eligible for reduced penalties under
3 either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the
4 serving of this notice. Regardless, as the Defendants' conduct giving rise to the violations detailed
5 herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased
6 penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and
7 2699(h)(3), are **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying
8 violations either prior to or after the Employer's receipt of this notice.

9 14. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
10 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
11 calendar days of the October 10, 2025 postmarked date of the herein-described amended notice sent
12 by Plaintiff to the LWDA and Defendants.

13 **PAGA REPRESENTATIVE ALLEGATIONS**

14 15. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
15 each of them, had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees
16 to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight
17 workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them
18 proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or
19 pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the
20 clock, including, without limitation, by: requiring employees: to come early to work and leave late
21 work without being able to clock in for all that time, to suffer under Employer's control to complete
22 pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods
23 and continue working, to clock out for rest periods, to attend company meetings off the clock, to
24 make phone calls off the clock, and/or go through security screenings and/or temperature checks off
25 the clock; failing to include all forms of remuneration, including non-discretionary bonuses,
26 incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into
27 the regular rate of pay for the pay periods where overtime was worked and the additional
28 compensation was earned for the purpose of calculating the overtime rate of pay; detrimental

1 rounding of employee time entries, editing and/or manipulation of time entries to show less hours
2 than actually worked, for paying straight pay instead of overtime pay, all to the detriment of
3 Employee and other Aggrieved Employees. Consequently, Employee is informed and believes, and
4 based thereon alleges, that Employer violated Labor Code sections 223, 510, 551, 552, 1194, 1198
5 and applicable Wage Orders based on its practice of providing total compensation that is less than
6 the required legal overtime compensation for the overtime worked, entitling Employee and other
7 aggrieved employees to damages, including, without limitation, at least one hour of unpaid overtime
8 wages each day worked by each Aggrieved Employee during the Civil Penalty Period. Employee
9 further informed and believes, and based thereon alleges, that Employer's conduct above gave rise
10 to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil
11 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198
12 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be
13 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

14 16. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
15 each of them, had and have a practice or policy of failing to compensate Plaintiff and other
16 Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's
17 control every day as a result of, without limitation, failing to accurately track and/or pay for all
18 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
19 including, without limitation, by requiring employees: to come early to work and leave late work
20 without being able to clock in for all that time, to suffer under Defendant's control due to long lines
21 for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out,
22 to clock out for meal periods and continue working, to clock out for rest periods, to don and doff
23 uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make
24 phone calls or drive off the clock; detrimental rounding of employee time entries; editing and/or
25 manipulation of time entries to show less hours than actually worked; and failing to pay split shift
26 premiums. In addition, Plaintiff and other aggrieved employees were required to report to work, and
27 did report, but were not put to work and/or were furnished less than half their usual or scheduled
28 day's work without being paid for half the usual or scheduled work at their regular rate of pay. As

1 such, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated, without
2 limitation, Labor Code sections 1197, 1182.12, Cal. and applicable Wage Orders based on its
3 continued failure to pay minimum wages for all hours worked, that Plaintiff and other Aggrieved
4 Employees personally suffered these violations, and that Plaintiff and other Aggrieved Employees
5 are entitled to actual and liquidated damages under, without limitation, Labor Code sections 1194,
6 1194.2, and 1198 to compensate them for at least one unpaid hour of work per day for each
7 Aggrieved Employee in the Civil Penalty Period. Employee further informed and believes, and
8 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
9 fraudulent, or oppressive. Plaintiff would also be liable for civil penalties pursuant to Labor Code
10 sections 210 (for failure to timely pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief
11 under sections 2699(e)(1) and 2699(k). Plaintiff would further be liable for civil penalties pursuant
12 to Labor Code section 2699(f)(2)(B)(ii).

13 17. 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 Civil Penalty Period to work every day in excess of five (5) and ten (10) hours
16 per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
17 compensation in lieu thereof including, each workday, without limitation: by interrupting meal
18 periods; not providing timely meal periods; failing to provide first and second meal periods;
19 providing short meal periods; requiring that employees carry cellular telephones or walkie-talkies
20 during meal by interrupting meal periods; not providing timely meal periods; failing to provide first
21 and second meal periods; providing short meal periods; requiring that employees carry cellular
22 telephones or walkie-talkies during meal. Consequently, Plaintiff is informed and believes, and
23 based thereon alleges, that Defendants violated Labor Code sections 512 and 1198 each day for each
24 Aggrieved Employee during the Civil Penalty Period, and that, thus each Aggrieved Employee was
25 owed one hour of premium pay at their regular rate of pay for each day worked during the Civil
26 Penalty Period under Labor Code section 226.7. However, Plaintiff is informed and believes that
27 those premium payments under Labor Code section 226.7 were not made, either, for these non-
28 compliant meal periods, either at all or at the proper regular rate of pay. Plaintiff would thus be

1 liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages),
2 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and for failing
3 to provide premium pay under Labor Code section 226.7, or injunctive relief under sections
4 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that
5 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
6 Employer would further be liable for civil penalties pursuant to Labor Code section
7 2699(f)(2)(B)(ii).

8 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
10 including, without limitation, work over four-hour periods (or major fractions thereof) without
11 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
12 and complete ten-minute rest periods in which the employees are completely relieved of all of their
13 duties, including, without limitation: by failing to provide rest periods all together; requiring that
14 they be bundled together and/or with meal periods; interrupting them; requiring that employees carry
15 cellular telephones or walkie-talkies during rest periods; not providing rest periods in a timely
16 fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-
17 call rest periods. Employee and other Aggrieved Employees personally suffered these violations.
18 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated
19 the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and
20 that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay
21 for each day worked during the PAGA Period under Labor Code section 226.7. However, Plaintiff
22 is informed and believes that those premium payments under Labor Code section 226.7 were not
23 made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay,
24 in violation of Labor Code sections 226.7 and 1198. Defendants would thus be liable for civil
25 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198
26 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to provide
27 premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and
28 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'

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

3 19. As a result of, among other things, Defendants' herein-described policy or practice
4 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
5 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
6 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
7 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
8 continues to fail to furnish Aggrieved Employees, including, without limitation, Plaintiff, with
9 itemized wage statements that accurately reflect: gross wages earned; total hours worked by the
10 employee; net wages earned; the inclusive dates of the period for which the employee is paid; the
11 name of the employee and only the last four digits of their social security number or an employee
12 identification number other than a social security number; all deductions; all applicable hourly rates
13 in effect during the pay period and the corresponding number of hours worked at each hourly rate
14 by the employee; and other such information as required by Labor Code section 226, subdivision
15 (a). Specifically, Defendants intentionally failed to furnish employees with itemized wage
16 statements that accurately reflect the hours worked by Plaintiff and other Aggrieved Employees and
17 the rates of pay at which they were or should have been paid (including due to failure to pay at the
18 proper regular rate), thus resulting in a failure to reflect gross and net wages earned and paid at each
19 rate, as well. Consequently, Employee is informed and believes, and based thereon alleges, that
20 Employer violated Labor Code sections 226, and 1198 each day for each Aggrieved Employee
21 during the PAGA Period, and that, thus Employee and each Aggrieved Employee personally
22 suffered these violations and was owed penalties under Labor Code section 226 for each pay period
23 worked during the PAGA Period. Plaintiff is informed and believes that those penalties under
24 Labor Code section 226 were not paid for these violations of Labor Code section 226. Defendants
25 would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699.
26 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above
27 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would also be
28 liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699, or injunctive relief

1 under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties
2 pursuant to Labor Code section 2699(f)(2)(B)(ii).

3 20. 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 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
7 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at
8 the proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes,
9 and based thereon alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198
10 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Plaintiff and
11 each Aggrieved Employee personally suffered these violations and was owed penalties under Labor
12 Code section 203 for each pay period worked during the PAGA Period. However, Plaintiff is
13 informed and believes that those penalties under Labor Code section 203 were not made for these
14 violations of Labor Code sections 201, 202, and 203. Plaintiff is further informed and believes, and
15 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
16 fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor
17 Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j).
18 Defendants would further be liable for civil penalties pursuant to Labor Code section
19 2699(f)(2)(B)(ii).

20 21. Plaintiff is informed and believes, and based thereon alleges that Defendants also
21 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
22 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for purchasing
23 supplies for students, for the purchase and maintenance of cellular phones and cellular phone plans,
24 for driving personal vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and
25 other deposits, separately laundering mandatory uniforms, for the purchase of tools and safety
26 equipment (including therapeutic equipment and items for patients) in direct consequence of the
27 discharge of their duties, or of their obedience to the directions of Defendants, as required by Labor
28 Code sections 1198, 2800, 2802, and other statutory and common law offenses. As a result, Plaintiff

1 and other Aggrieved Employees have personally suffered these violations and Defendants are liable
2 to reimburse Plaintiff and other Aggrieved Employees for these costs incurred in furtherance of
3 work duties. Plaintiff further informed and believes, and based thereon alleges, that Defendants'
4 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. In addition,
5 Defendants would be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699,
6 or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for
7 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

19 23. 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 Labor
21 Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive,
22 of any calendar month shall be paid for between the 16th and 26th day of the month during which
23 the labor was performed, and labor performed between the 16th and the last day, inclusive of any
24 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 every day and every workweek in accordance with Labor Code
27 sections 204 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges that
28 Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees have

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

6 24. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
7 have a policy of failing to provide all temporary workers, including without limitation, Plaintiff,
8 with owed wages weekly by not later than the regular payday of the following week. Plaintiff is
9 informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198.
10 As a result, pursuant to Labor Code section 201.3, Plaintiff and other Aggrieved Employees have
11 personally suffered violations thereto and Plaintiff would be liable for civil penalties pursuant to
12 Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
13 2699(k). Plaintiff further informed and believes, and based thereon alleges, that Defendants'
14 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
15 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

16 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
17 or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for
18 Plaintiff and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Plaintiff
19 and/or Aggrieved Employees on account of a gratuity, or required Plaintiff and/or Aggrieved
20 Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due
21 to the Plaintiff and/or Aggrieved Employees from the Defendants. In addition, Plaintiff is informed
22 and believes, and based thereon alleges, that Defendants permit and/or permitted patrons to pay
23 gratuities by credit card but failed to pay Plaintiff and/or Aggrieved Employees the full amount of
24 the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit
25 card payment processing fees that may be charged to the employer by the credit card company by
26 not later than the regular payday following the date the patron authorized the credit card. In addition,
27 Defendants failed to keep accurate records of all gratuities received by Defendants and made those
28 open to inspection at all reasonable hours. Plaintiff is informed and believes that this has resulted

1 in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor Code sections
2 351 and 353, Plaintiff and other Aggrieved Employees have personally suffered violations thereto
3 and Defendants would be liable for civil penalties pursuant to Labor Code sections 351, 353, 1198
4 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed
5 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations
6 was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties
7 pursuant to Labor Code section 2699(f)(2)(B)(ii).

8 26. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
9 have a policy or practice of failing to provide all working employees, including without limitation
10 Plaintiff, with suitable seats when the nature of the work reasonably permits the use of seats.
11 Plaintiff is further informed and believes, and based thereon alleges that Defendants have failed to
12 place an adequate number of seats in reasonable proximity to the work area and/or permitted
13 Plaintiff and other aggrieved employees to use such seats when it does not interfere with the
14 performance of their duties when employees are not engaged in the active duties of their
15 employment and the nature of their work requires standing. Plaintiff and other Aggrieved
16 Employees have personally suffered these violations. Plaintiff is informed and believes that this has
17 resulted in a violation of Labor Code section 1198. As a result, Plaintiff and other Aggrieved
18 Employees have personally suffered violations thereto and Defendants would be liable for civil
19 penalties under Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1)
20 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
21 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
22 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

1 receptive to an offer from a rival employer. As such, Plaintiff is informed and believes that this
2 violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof,
3 various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5,
4 subdivision (k), and 1198, and that Plaintiff and other Aggrieved Employees have personally
5 suffered these violations. Plaintiff is further informed and believes, and based thereon alleges, that
6 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
7 Defendants would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or
8 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
9 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

10 28. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
11 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing
12 violations of state and federal law, either within Defendants to their managers or outside of
13 Defendants to private attorneys or government officials, among others, in violation of Business and
14 Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Plaintiff and
15 other Aggrieved Employees personally suffered these violations. In addition, Plaintiff is informed
16 and believes that these policies and/or practices prevent Plaintiff and other Aggrieved Employees
17 from disclosing information about unsafe or discriminatory working conditions, or about wage and
18 hour violations in violation of Labor Code sections 232, 232.5 and 1198. Plaintiff and other
19 Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these
20 violations would expose Defendants to liability for civil penalties pursuant to Labor Code sections
21 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
22 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
23 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
24 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

25 29. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
26 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in
27 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
28 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections

1 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Plaintiff and other
2 Aggrieved Employees personally suffered these violations. Plaintiff is informed and believes that
3 this lawful conduct includes, without limitation, the exercise of Plaintiff and other Aggrieved
4 Employee's constitutional rights of freedom of speech and economic liberty and would thus expose
5 Defendant to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or
6 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and
7 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
8 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
9 Code section 2699(f)(2)(B)(ii).

10 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
11 and have a practice or policy of conducting unlawful background checks on prospective and current
12 employees, including without limitation Plaintiff, prior to making a conditional offer. Plaintiff is
13 informed and believes, and based thereon alleges, that Defendants violated applicable laws by,
14 without limitation: requiring job applicants and employees to disclose their conviction history before
15 Defendants made a conditional offer of employment; inquiring into or considering the conviction
16 history of applicants before Defendants made any conditional offers of employment; considering,
17 distributing, or disseminating information about arrests not followed by conviction, referrals to or
18 participation in a pretrial or posttrial diversion program, convictions that have been sealed,
19 dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the
20 convicted person has received a full pardon or has been issued a certificate of rehabilitation, while
21 conducting conviction history background checks in connection with any applications for
22 employment; intending to deny an applicant a position of employment solely or in part because of
23 the applicant's conviction history; and asking applicants for employment to disclose, through any
24 written form or verbally, information concerning or related to an arrest, detention, processing,
25 diversion, supervision, adjudication, or court disposition that occurred while the person was subject
26 to the process and jurisdiction of the juvenile court, to the detriment of Employee and other
27 aggrieved employees. As such, Plaintiff is informed and believes, and based thereon alleges, that
28 Plaintiff and other Aggrieved Employees personally suffered these violations, as well as violation

1 of Labor Code section 1198, and that Employer violated, without limitation, Labor Code sections
2 432.7 and 1198, as well as Government Code section 12952, entitling Plaintiff and other Aggrieved
3 Employees to damages. Plaintiff is further informed and believes, and based thereon alleges, that
4 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
5 Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8,
6 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
7 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

8 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
9 and have a practice or policy of relying on the salary history information of an applicant for
10 employment as a factor in determining whether to offer employment to an applicant or what salary
11 to offer the applicant in violation of Labor Code section 432.3 by including, on Defendants'
12 application for employment, an inquiry regarding current and/or former salary history information,
13 including, without limitation, compensation and benefits of the applicant for employment. Plaintiff
14 is informed and believes that this practice has resulted in unequal pay. Specifically, for this reason,
15 as well as for other reasons, Plaintiff is informed and believes, and based thereon alleges, that
16 Employer has failed to pay its employees at wage rates less than those paid to employees of the
17 opposite sex and/or another race or ethnicity for substantially similar work, when viewed as a
18 composite of skill, effort, and responsibility, and/or performed under similar working conditions
19 without sufficient legal rationale. Finally, Plaintiff is informed and believes, and based thereon
20 alleges that Employer has discharged and/or discriminated and/or retaliated against Plaintiff and
21 Aggrieved Employees by reason of an action taken by them to invoke or assist in the enforcement
22 of Labor Code section 1197.5. As such, Plaintiff is informed and believes, and based thereon
23 alleges, that Defendants violated, without limitation, Labor Code sections 432.3, 1102.5, 1197.5,
24 and 1198. Plaintiff also alleges that Plaintiff and other Aggrieved Employees personally suffered
25 these violations, and that Plaintiff and other Aggrieved Employees are entitled to damages. Plaintiff
26 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
27 to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for
28 civil penalties pursuant to Labor Code sections 432.3, 1198 and 2699, or injunctive relief under

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

3 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 maintain policies or practices of failing to permit Plaintiff and other Aggrieved Employees from
5 taking cooldown periods every day as required under California Code of Regulations, Title 8,
6 Section 3395; and premium pay in lieu thereof under Labor Code section 226.7. Defendants would
7 thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these
8 wages), 221, 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant rest
9 periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief
10 under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon
11 alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or
12 oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section
13 2699(f)(2)(B)(ii).

14 33.

15 34. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
16 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
17 statements and similar payroll documents under Labor Code section 226, documents signed to
18 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
19 section 1198.5, time records under Labor Code section 1174, making it difficult for Employee and
20 other aggrieved employees to calculate their unpaid wages and/or premium payments. Plaintiff
21 and the Aggrieved Employees personally suffered these violations, which in turn would entitle
22 Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and
23 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558,
24 1174.5, and 2699. Plaintiff further informed and believes, and based thereon alleges, that
25 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
26 Defendants would further be liable for civil penalties pursuant to Labor Code section
27 2699(f)(2)(B)(ii).

35. Plaintiff is informed and believes, and based thereon alleges that Defendants had and have a policy of failing to provide all temporary workers, including without limitation, Plaintiff, with owed wages weekly by not later than the regular payday of the following week. Plaintiff is informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198. As a result, pursuant to Labor Code section 201.3, Plaintiff and other Aggrieved Employees have personally suffered violations thereto and Defendants would be liable for civil penalties pursuant to Labor Code sections 201.3, 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 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

PARTIES

A. Plaintiff

37. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-exempt employee. Plaintiff is informed and believes that Plaintiff worked for Defendants from approximately February of 2019 through the present.

B. Defendants

38. Plaintiff (Employee) is informed and believes and based thereon alleges that defendant Behavior and Education is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of California and doing business in the County of Los Angeles, State of California.

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

1 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
2 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
3 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
4 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
5 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
6 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
7 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
8 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants” or
9 “Employer” it shall include Behavior and Education and any of their parent, subsidiary, or affiliated
10 companies within the State of California, as well as DOES 1 through 100 identified herein.

11 **JOINT LIABILITY ALLEGATIONS**

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

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

26 42. Plaintiff is informed and believes, and based thereon alleges, that despite the
27 formation of the purported corporate existence of Behavior and Education, and DOES 1 through 50,
28 inclusive (the “Alter Ego Defendants”), they, and each of them, are one and the same with DOES

1 51 through 100 (“Individual Defendants”), and each of them, due to, but not limited to, the following
2 reasons:

3 a. The Alter Ego Defendants are completely dominated and controlled by the
4 Individual Defendants who personally committed the wrongful and illegal acts and violated the laws
5 as set forth in this Complaint, and who have hidden and currently hide behind the Alter Ego
6 Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or
7 inequitable purpose;

8 b. The Individual Defendants derive actual and significant monetary benefits by
9 and through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego Defendants as
10 the funding source for the Individual Defendants’ own personal expenditures;

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

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

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

28 f. Accordingly, the Alter Ego Defendants constitute the alter ego of the

1 Individual Defendants (and vice versa), and the fiction of their separate corporate existence must be
2 disregarded.

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

5 44. Moreover, Plaintiff is informed and believes, and based thereon alleges, that
6 Individual Defendants, and each of them, are liable for the civil penalties, or some of them, described
7 herein because Individual Defendants, and each of them, caused or are otherwise contributed to the
8 violations described herein, or some of them.

9 **FIRST AND ONLY CAUSE OF ACTION**

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

11 45. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
12 preceding paragraphs as though fully set forth hereat.

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

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

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

26 48. At all relevant times herein, Defendants have had a consistent policy or practice of
27 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
28 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth

1 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
2 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
3 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
4 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
5 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
6 violation in connection with each payment that was made in violation of Labor Code section 204.

7 Civil Penalties Under Labor Code § 226.3

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

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

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

26 52. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
27 and have a policy or practice of failing to furnish Aggrieved Employees with itemized wage
28 statements as set forth in the preceding paragraphs.

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

Violation of Labor Code § 558

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

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

55. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of them, violated, or caused to be violated, the Labor Code sections described herein, including causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by employer, the name of the employer, including any “doing business as” names used, the name, address, and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information.

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

1 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

2 Violation of Labor Code § 1174.5

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

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

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

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

27 61. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
28 willfully failed to keep adequate or accurate time records including wage statements and similar

1 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
2 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
3 under Labor Code section 1174.

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

8 Violation of Labor Code § 1197.1

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

15 (1) For any initial violation that is intentionally committed, one hundred dollars
16 (\$100) for each underpaid employee for each pay period for which the
17 employee is underpaid. This amount shall be in addition to an amount
18 sufficient to recover underpaid wages, liquidated damages pursuant to Section
19 1194.2, and any applicable penalties imposed pursuant to Section 203.

20 (2) For each subsequent violation for the same specific offense, two hundred fifty
21 dollars (\$250) for each underpaid employee for each pay period for which the
22 employee is underpaid regardless of whether the initial violation is
23 intentionally committed. This amount shall be in addition to an amount
24 sufficient to recover underpaid wages, liquidated damages pursuant to Section
25 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

1 64. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
2 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
3 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees' minimum wages for all
4 hours worked or otherwise under Defendants' control due to, without limitation, routinely failing to
5 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
6 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
7 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
8 entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

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

15 66.

16 Civil Penalties Under Labor Code § 2699

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

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

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

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

4 **PRAYER**

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

- 7 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
8 1174.5, 1197.1, and 2699;
9 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
10 210, 226.3, 558, 1174.5, 1197.1, and 2699;
11 C. For equitable, including, without limitation, injunctive relief;
12 C. Pre-judgment and post-judgment interest;
13 D. For costs of suit incurred herein; and
14 E. Such other and further relief as the Court deems just and proper.

15 Dated: December 16, 2025

BIBIYAN LAW GROUP, P.C.

17 BY: /s/ Pavel Rukavishnikov

18 MOLLY DESARIO

19 CALYN V. HADLOCK

PAVEL RUKAVISHNIKOV

20 Attorneys for Plaintiff MICHELLE
21 FABIENA , as an aggrieved employee, and
22 on behalf of all other aggrieved employees'
23 under the Labor Code Private Attorneys'
24 General Act of 2004,
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