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Attorneys for Plaintiffs, ELIZABETH AIYANA CUEN, JEAN MARIE COURSON, ARIANA ACHENBACH, SARAH ELIZABETH BRITTON, SYLVIA VELEZ RAMIREZ, LAKIRA HAWKINS, PAIGE RAMIREZ KYLE YANG, as aggrieved employees, and on behalf of all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ELIZABETH AYANA CUEN, JEAN MARIE COURSON, ARIANA ACHENBACH, SARAH ELIZABETH BRITTON, SYLVIA VELEZ RAMIREZ, LAKIRA HAWKINS, PAIGE RAMIREZ KYLE YANG, as aggrieved employees, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys' General Act of 2004,

Plaintiff,

v.

LA PETITE ACADEMY, INC., a Delaware corporation; and DOES 1 through 100, inclusive,

Defendants.

Electronically FILED by
Superior Court of California,
County of Los Angeles
1/20/2026 6:44 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By M. Davis, Deputy Clerk

CASE NO.: **26AVCV00099**

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 Elizabeth Aiyana Cuen, Jean Marie Courson, Ariana Achenbach, Sarah Elizabeth
2 Britton, Sylvia Velez Ramirez, Lakira Hawkins, Paige Ramirez, and Kyle Yang (“Plaintiffs”) or
3 “Employees”), as aggrieved employees, and on behalf of all other aggrieved employees under the
4 Labor Code Private Attorneys’ General Act of 2004, alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
7 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against La Petite Acadame,
8 inc., a Delaware corporation, and any of its respective subsidiaries or affiliated companies within
9 the State of California (“La Petite”) as a proxy of the Labor and Workforce Development Agency
10 of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former non-
11 exempt employees of Defendants working within the Civil Penalty Period, as further defined herein,
12 and, as it pertains to the alleged claims for failure to comply with the Labor Code. Specifically, in
13 connection with the alleged claims for failure to comply with Labor Code sections 201, 202, 203,
14 204, 210, 223, 226, 226.2, 226.3, 226.7, 245, 432, , 510, 512, 551, 552, 558, 1174, 1174.5,
15 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 2800, 2802, 2699, among others, Business and
16 Professions Code section 17200, as well as applicable Wage Orders. Plaintiff seeks to represent all
17 employees of La Petite Academy, Inc.], and each of them, DOES 1 through 100, as well as their
18 parents, subsidiaries and affiliates (hereinafter, collectively, “Defendants” or “Employer”) working
19 within three years preceding the date of filing Notice with the LWDA and continuing past the date
20 of the LWDA Notice filing into perpetuity (“Civil Penalty Period”). On all other claims mentioned
21 herein, Plaintiff seeks to represent only non-exempt employees of Defendants working within the
22 Civil Penalty Period. Collectively, those employees shall be known as “Aggrieved Employees”
23 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 the county in
28 which the employment relationship began; the county in which performance of the employment

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

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

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

16 6. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
17 201, 202, 203, 204, 210, 223, 226, 226.2, 226.3, 226.7, 245, 432, , 510, 512, 551, 552, 558, 1174,
18 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 2800, 2802, 2699, Business and
19 Professions Code section 17200as well as applicable Wage Orders.

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

24 8. On or around September 30, 2025, Plaintiff provided written notice pursuant to Labor
25 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants’
26 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
27 as well as by certified mail, with return receipt requested to Defendants, and each of them.
28

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

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

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

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

19 13. Plaintiff is further informed and believes that within five (5) years of any of
20 violations described above, the LWDA or a court has issued a finding or determination to the
21 Defendants, or either of them, that its/their policy or practice giving rise to such violations was
22 unlawful, and thus Defendants, or any of them, is/are further liable for civil penalties pursuant to
23 Labor Code section 2699(f)(2)(B)(i). Plaintiff is informed that Defendants, or any of them,
24 was/were found to have unlawfully committed some or all of the above-related Labor Code
25 violations, and thus is/are subject to increased penalties, as applicable, under Labor Code sections
26 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are **not** eligible for reduced penalties under
27 either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the
28 serving of this notice. Regardless, as the Defendants' conduct giving rise to the violations detailed

1 herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased
2 penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and
3 2699(h)(3), are **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying
4 violations either prior to or after the Employer's receipt of this notice.

5 14. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
6 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
7 calendar days of the September 30, 2025 postmarked date of the herein-described notice sent by
8 Plaintiff to the LWDA and Defendants.

9 **PAGA REPRESENTATIVE ALLEGATIONS**

10 15. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
11 each of them, had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees
12 to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight
13 workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them
14 proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or
15 pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the
16 clock, including, without limitation, by: requiring employees: to complete pre-shift tasks before
17 clocking in and post-shift tasks after clocking out, to use cell phone for work related purposes failing
18 to include all forms of remuneration, detrimental rounding of employee time entries, editing and/or
19 manipulation of time entries to show less hours than actually worked, and for failure to pay overtime
20 as required by Labor Code section 226.2, all to the detriment of Employee and other Aggrieved
21 Employees. Consequently, Employee is informed and believes, and based thereon alleges, that
22 Employer violated Labor Code sections 223, , 510, 551, 552, 1194, 1198 and applicable Wage
23 Orders based on its practice of providing total compensation that is less than the required legal
24 overtime compensation for the overtime worked, entitling Employee and other aggrieved employees
25 to damages, including, without limitation, at least one hour of unpaid overtime wages each day
26 worked by each Aggrieved Employee during the Civil Penalty Period. Employee further informed
27 and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations
28 was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant

1 to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699, or injunctive
2 relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties
3 pursuant to Labor Code section 2699(f)(2)(B)(ii).

4 16. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
5 each of them, had and have a practice or policy of failing to compensate Plaintiff and other
6 Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's
7 control every day as a result of, without limitation, failing to accurately track and/or pay for all
8 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
9 including, without limitation, by requiring employees: to complete pre-shift tasks before clocking
10 in and post-shift tasks after clocking out, to use cell phone for work related purposes failing to pay
11 the minimum amounts required under Labor Code section 226.2; editing and/or manipulation of
12 time entries to show less hours than actually worked; . As such, Plaintiff is informed and believes,
13 and based thereon alleges, that Defendants violated, without limitation, Labor Code sections 1197,
14 1182.12, Cal. and applicable Wage Orders based on its continued failure to pay minimum wages for
15 all hours worked, that Plaintiff and other Aggrieved Employees personally suffered these violations,
16 and that Plaintiff and other Aggrieved Employees are entitled to actual and liquidated damages
17 under, without limitation, Labor Code sections 1194, 1194.2, and 1198 to compensate them for at
18 least one unpaid hour of work per day for each Aggrieved Employee in the Civil Penalty Period.
19 Employee further informed and believes, and based thereon alleges, that Defendants' conduct above
20 gave rise to such violations was malicious, fraudulent, or oppressive. Plaintiff would also be liable
21 for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558,
22 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff would
23 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

24 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
25 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
26 Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours
27 per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
28 compensation in lieu thereof including, each workday, without limitation: by interrupting meal

1 periods; not providing timely meal periods; failing to provide first and second meal periods; not
2 allowing meal periods to be taken off premises, and providing short meal periods, including without,
3 limitation meal periods that were recorded for less than thirty minutes, and meal periods that may
4 appear on the record to be thirty minutes or longer but in practice were shorter than thirty minutes
5 due to time requiring on-duty/on-call meal periods. Plaintiff and other Aggrieved Employees
6 personally suffered these violations. Consequently, Plaintiff is informed and believes, and based
7 thereon alleges, that Defendants violated Labor Code sections 512 and 1198 each day for each
8 Aggrieved Employee during the Civil Penalty Period, and that, thus each Aggrieved Employee was
9 owed one hour of premium pay at their regular rate of pay for each day worked during the Civil
10 Penalty Period under Labor Code section 226.7. However, Plaintiff is informed and believes that
11 those premium payments under Labor Code section 226.7 were not made, either, for these non-
12 compliant meal periods, either at all or at the proper regular rate of pay. Plaintiff would thus be
13 liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages),
14 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and for failing
15 to provide premium pay under Labor Code section 226.7, or injunctive relief under sections
16 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that
17 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
18 Employer would further be liable for civil penalties pursuant to Labor Code section
19 2699(f)(2)(B)(ii).

20 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
22 including, without limitation, work over four-hour periods (or major fractions thereof) without
23 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
24 and complete ten-minute rest periods in which the employees are completely relieved of all of their
25 duties, including, without limitation: by failing to provide rest periods all together; failing to provide
26 a suitable break area; failing to provide rest periods that were at least ten minutes in length, including
27 rest periods that were shorter than ten minutes, or rest periods that may have encompassed a total of
28 ten minutes but were in practice less than ten uninterrupted minutes due to, without limitation,

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

17 19. As a result of, among other things, Defendants' herein-described policy or practice
18 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
19 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
20 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
21 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
22 continues to fail to furnish Aggrieved Employees, including, without limitation, Plaintiff, with
23 itemized wage statements that accurately reflect: gross wages earned; total hours worked by the
24 employee; net wages earned; the inclusive dates of the period for which the employee is paid; the
25 name of the employee and only the last four digits of their social security number or an employee
26 identification number other than a social security number; all deductions; all applicable hourly rates
27 in effect during the pay period and the corresponding number of hours worked at each hourly rate
28 by the employee; the legal name and address of the employer . and other such information as

1 required by Labor Code section 226, subdivision (a). Specifically, Defendants intentionally failed
2 to furnish employees with itemized wage statements that accurately reflect the hours worked by
3 Plaintiff and other Aggrieved Employees and the rates of pay at which they were or should have
4 been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to
5 reflect gross and net wages earned and paid at each rate, as well. Consequently, Employee is
6 informed and believes, and based thereon alleges, that Employer violated Labor Code sections 226,
7 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus Employee
8 and each Aggrieved Employee personally suffered these violations and was owed penalties under
9 Labor Code section 226 for each pay period worked during the PAGA Period. Plaintiff is informed
10 and believes that those penalties under Labor Code section 226 were not paid for these violations of
11 Labor Code section 226. Defendants would thus be liable for civil penalties pursuant to Labor Code
12 sections 226.3, 558, 1198, and 2699. Plaintiff is further informed and believes, and based thereon
13 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
14 oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections
15 226.3, 558, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
16 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

17 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
18 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
19 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
20 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
21 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at
22 the proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes,
23 and based thereon alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198
24 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Plaintiff and
25 each Aggrieved Employee personally suffered these violations and was owed penalties under Labor
26 Code section 203 for each pay period worked during the PAGA Period. However, Plaintiff is
27 informed and believes that those penalties under Labor Code section 203 were not made for these
28 violations of Labor Code sections 201, 202, and 203. Plaintiff is further informed and believes, and

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

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

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

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

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

19 24. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
20 have a policy of failing to provide all temporary workers, including without limitation, Plaintiff,
21 with owed wages weekly by not later than the regular payday of the following week. Plaintiff is
22 informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198.
23 As a result, pursuant to Labor Code section 201.3, Plaintiff and other Aggrieved Employees have
24 personally suffered violations thereto and Plaintiff would be liable for civil penalties pursuant to
25 Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
26 2699(k). Plaintiff further informed and believes, and based thereon alleges, that Defendants'
27 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
28 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
2 or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for
3 Plaintiff and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Plaintiff
4 and/or Aggrieved Employees on account of a gratuity, or required Plaintiff and/or Aggrieved
5 Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due
6 to the Plaintiff and/or Aggrieved Employees from the Defendants. In addition, Plaintiff is informed
7 and believes, and based thereon alleges, that Defendants permit and/or permitted patrons to pay
8 gratuities by credit card but failed to pay Plaintiff and/or Aggrieved Employees the full amount of
9 the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit
10 card payment processing fees that may be charged to the employer by the credit card company by
11 not later than the regular payday following the date the patron authorized the credit card. In addition,
12 Defendants failed to keep accurate records of all gratuities received by Defendants and made those
13 open to inspection at all reasonable hours. Plaintiff is informed and believes that this has resulted
14 in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor Code sections
15 351 and 353, Plaintiff and other Aggrieved Employees have personally suffered violations thereto
16 and Defendants would be liable for civil penalties pursuant to Labor Code sections 351, 353, 1198
17 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed
18 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations
19 was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties
20 pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 26. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
22 have a policy or practice of failing to provide all working employees, including without limitation
23 Plaintiff, with suitable seats when the nature of the work reasonably permits the use of seats.
24 Plaintiff is further informed and believes, and based thereon alleges that Defendants have failed to
25 place an adequate number of seats in reasonable proximity to the work area and/or permitted
26 Plaintiff and other aggrieved employees to use such seats when it does not interfere with the
27 performance of their duties when employees are not engaged in the active duties of their
28 employment and the nature of their work requires standing. Plaintiff and other Aggrieved

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

8 27. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
9 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or
10 disclosing the skills, knowledge and experience they obtained with Defendants for purposes of
11 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
12 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
13 from disclosing who else works with Defendants and under what circumstances that they might be
14 receptive to an offer from a rival employer. As such, Plaintiff is informed and believes that this
15 violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof,
16 various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5,
17 subdivision (k), and 1198, and that Plaintiff and other Aggrieved Employees have personally
18 suffered these violations. Plaintiff is further informed and believes, and based thereon alleges, that
19 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
20 Defendants would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or
21 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
22 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

23 28. 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 disclosing
25 violations of state and federal law, either within Defendants to their managers or outside of
26 Defendants to private attorneys or government officials, among others, in violation of Business and
27 Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Plaintiff and
28 other Aggrieved Employees personally suffered these violations. In addition, Plaintiff is informed

1 and believes that these policies and/or practices prevent Plaintiff and other Aggrieved Employees
2 from disclosing information about unsafe or discriminatory working conditions, or about wage and
3 hour violations in violation of Labor Code sections 232, 232.5 and 1198. Plaintiff and other
4 Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these
5 violations would expose Defendants to liability for civil penalties pursuant to Labor Code sections
6 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
7 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
8 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
9 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

10 29. 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 engaging in
12 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
13 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
14 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Plaintiff and other
15 Aggrieved Employees personally suffered these violations. Plaintiff is informed and believes that
16 this lawful conduct includes, without limitation, the exercise of Plaintiff and other Aggrieved
17 Employee's constitutional rights of freedom of speech and economic liberty and would thus expose
18 Defendant to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or
19 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and
20 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
21 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
22 Code section 2699(f)(2)(B)(ii).

23 30. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
24 have made, adopted, and/or enforced rules, regulations and/or policies that tend to forbid or prevent
25 Aggrieved Employees, including Plaintiff, from engaging or participating in politics and/or from
26 becoming a candidate for public office. Moreover, Plaintiff is informed and believes, and based
27 thereon alleges that Defendants coerced, influenced and/or attempted to coerce and/or influence
28 Plaintiff and other Aggrieved Employees, through or by means of threat of discharge and/or loss of

1 employment, to adopt or follow or refrain from adopting or following a particular course or line of
2 political action and/or political activity. Plaintiff is informed and believes, and based thereon alleges
3 that in doing so, Defendants have violated, without limitation, Labor Code sections 1101, 1102,
4 1102.5 and 1198. Plaintiff and other Aggrieved Employees personally suffered these violations and
5 are thus informed and believe that Employer is exposed to liability for civil penalties pursuant to
6 Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
7 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above
8 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be
9 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

10 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
11 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
12 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and their
13 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
14 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
15 purported confidentiality agreements, purported severance agreements, or purported release
16 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or
17 Aggrieved Employees by Defendants. And, even more specifically, Plaintiff is informed and
18 believes, and based thereon alleges, that Defendants had and have a practice or policy of requiring
19 Plaintiff and other Aggrieved Employees to agree in writing to confidentiality policies that
20 unlawfully restrain trade by prohibiting employees from speaking with prospective employers about
21 their work with Defendants, including but not limited to their wages and working conditions.
22 Defendants also required Plaintiff and Aggrieved Employees to inform prospective employers of
23 Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work. As a result,
24 Employee is informed and believes that Employer violated Labor Code sections 432.5, 1700.31 and
25 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other
26 Aggrieved Employees personally suffered these violations, and that Defendants violated, without
27 limitation, Labor Code section 432.5 and Government Code section 12952, entitling Plaintiff and
28 other Aggrieved Employees to damages. Plaintiff further informed and believes, and based thereon

1 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
2 oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections
3 432.5, 1198, 1700.31 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
4 Defendants would further be liable for civil penalties pursuant to Labor Code section
5 2699(f)(2)(B)(ii).

6 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
7 and have a practice or policy of conducting unlawful background checks on prospective and current
8 employees, including without limitation Plaintiff, prior to making a conditional offer. Plaintiff is
9 informed and believes, and based thereon alleges, that Defendants violated applicable laws by,
10 without limitation: requiring job applicants and employees to disclose their conviction history before
11 Defendants made a conditional offer of employment; inquiring into or considering the conviction
12 history of applicants before Defendants made any conditional offers of employment; considering,
13 distributing, or disseminating information about arrests not followed by conviction, referrals to or
14 participation in a pretrial or posttrial diversion program, convictions that have been sealed,
15 dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the
16 convicted person has received a full pardon or has been issued a certificate of rehabilitation, while
17 conducting conviction history background checks in connection with any applications for
18 employment; intending to deny an applicant a position of employment solely or in part because of
19 the applicant's conviction history; and asking applicants for employment to disclose, through any
20 written form or verbally, information concerning or related to an arrest, detention, processing,
21 diversion, supervision, adjudication, or court disposition that occurred while the person was subject
22 to the process and jurisdiction of the juvenile court, to the detriment of Employee and other
23 aggrieved employees. As such, Plaintiff is informed and believes, and based thereon alleges, that
24 Plaintiff and other Aggrieved Employees personally suffered these violations, as well as violation
25 of Labor Code section 1198, and that Employer violated, without limitation, Labor Code sections
26 432.7 and 1198, as well as Government Code section 12952, entitling Plaintiff and other Aggrieved
27 Employees to damages. Plaintiff is further informed and believes, and based thereon alleges, that
28 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.

1 Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8,
2 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
3 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

4 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
5 and have a practice or policy of relying on the salary history information of an applicant for
6 employment as a factor in determining whether to offer employment to an applicant or what salary
7 to offer the applicant in violation of Labor Code section 432.3 by including, on Defendants'
8 application for employment, an inquiry regarding current and/or former salary history information,
9 including, without limitation, compensation and benefits of the applicant for employment. Plaintiff
10 is informed and believes that this practice has resulted in unequal pay. Specifically, for this reason,
11 as well as for other reasons, Plaintiff is informed and believes, and based thereon alleges, that
12 Employer has failed to pay its employees at wage rates less than those paid to employees of the
13 opposite sex and/or another race or ethnicity for substantially similar work, when viewed as a
14 composite of skill, effort, and responsibility, and/or performed under similar working conditions
15 without sufficient legal rationale. Finally, Plaintiff is informed and believes, and based thereon
16 alleges that Employer has discharged and/or discriminated and/or retaliated against Plaintiff and
17 Aggrieved Employees by reason of an action taken by them to invoke or assist in the enforcement
18 of Labor Code section 1197.5. As such, Plaintiff is informed and believes, and based thereon
19 alleges, that Defendants violated, without limitation, Labor Code sections 432.3, 1102.5, 1197.5,
20 and 1198. Plaintiff also alleges that Plaintiff and other Aggrieved Employees personally suffered
21 these violations, and that Plaintiff and other Aggrieved Employees are entitled to damages. Plaintiff
22 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
23 to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for
24 civil penalties pursuant to Labor Code sections 432.3, 1198 and 2699, or injunctive relief under
25 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
26 Labor Code section 2699(f)(2)(B)(ii).

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

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

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

7 **PARTIES**

8 **A. Plaintiff**

9 37. Plaintiff Paige Ramirez is a resident of the State of California. At all relevant times
10 herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed
11 Plaintiff as a non-exempt employee. Plaintiff is informed and believes that Plaintiff worked for
12 Defendants from approximately August of 2023 through approximately November 2024.

13 38. Plaintiff Elizabeth Aiyana Cuen is a resident of the State of California. At all relevant
14 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 employed Plaintiff as a non-exempt employee. Plaintiff is informed and believes that Plaintiff
16 worked for Defendants from approximately July of 2022 to the present.

17 39. Plaintiff Jean Marie Courson is a resident of the State of California. At all relevant
18 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 employed Plaintiff as a non-exempt employee. Plaintiff is informed and believes that Plaintiff
20 worked for Defendants from approximately December of 2005 to December of 2024.

21 40. Plaintiff Arianna Achenbach is a resident of the State of California. At all relevant
22 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 employed Plaintiff as a non-exempt employee. Plaintiff is informed and believes that Plaintiff
24 worked for Defendants from approximately March of 2022 to the present.

25 41. Plaintiff Sarah Elizabeth Britton is a resident of the State of California. At all
26 relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 employed Plaintiff as a non-exempt employee. Plaintiff is informed and believes that Plaintiff
28 worked for Defendants from approximately August of 2022 through to February of 2025.

1 42. Plaintiff Sylvia Velez Ramirez is a resident of the State of California. At all relevant
2 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
3 employed Plaintiff as a non-exempt employee. Plaintiff is informed and believes that Plaintiff
4 worked for Defendants from approximately May of 2022 through approximately July of 2025.

5 43. Plaintiff Lakira Hawkins is a resident of the State of California. At all relevant times
6 herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed
7 Plaintiff as a non-exempt employee. Plaintiff is informed and believes that Plaintiff worked for
8 Defendants from approximately June of 2024 through approximately May of 2025.

9 44. Plaintiff Kyle Yang is a resident of the State of California. At all relevant times
10 herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed
11 Plaintiff as a non-exempt employee. Plaintiff is informed and believes that Plaintiff worked for
12 Defendants from approximately May of 2023 to the present.

13 **B. Defendants**

14 45. Plaintiff (Employee) is informed and believes and based thereon alleges that
15 defendant La Petite Academy, Inc. is, and at all times relevant hereto was, a corporation organized
16 and existing under and by virtue of the laws of the State of Delaware and doing business in the
17 County of Contra Costa, State of California.

18 46. The true names and capacities, whether individual, corporate, associate, or otherwise,
19 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
20 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
21 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
22 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
23 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
24 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
25 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
26 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
27 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
28 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants” or

1 “Employer” it shall include La Petite Academy, Inc., and any of their parent, subsidiary, or affiliated
2 companies within the State of California, as well as DOES 1 through 100 identified herein.

3 **JOINT LIABILITY ALLEGATIONS**

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

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

18 49. Plaintiff is informed and believes, and based thereon alleges, that despite the
19 formation of the purported corporate existence of La Petite Academy, Inc and DOES 1 through 50,
20 inclusive (the “Alter Ego Defendants”), they, and each of them, are one and the same with DOES
21 51 through 100 (“Individual Defendants”), and each of them, due to, but not limited to, the following
22 reasons:

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

28 b. The Individual Defendants derive actual and significant monetary benefits by

1 and through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego Defendants as
2 the funding source for the Individual Defendants' own personal expenditures;

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

7 d. Plaintiff is informed and believes, and thereon alleges, that the business affairs
8 of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times mentioned
9 herein were, so mixed and intermingled that the same cannot reasonably be segregated, and the same
10 are inextricable confusion. The Alter Ego Defendants are, and at all relevant times mentioned herein
11 were, used by the Individual Defendants as mere shells and conduits for the conduct of certain of
12 their, and each of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
13 herein were, the alter egos of the Individual Defendants;

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

20 f. Accordingly, the Alter Ego Defendants constitute the alter ego of the
21 Individual Defendants (and vice versa), and the fiction of their separate corporate existence must be
22 disregarded.

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

25 51. Moreover, Plaintiff is informed and believes, and based thereon alleges, that
26 Individual Defendants, and each of them, are liable for the civil penalties, or some of them, described
27 herein because Individual Defendants, and each of them, caused or are otherwise contributed to the
28 violations described herein, or some of them.

1 **FIRST AND ONLY CAUSE OF ACTION**

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

3 52. 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 53. 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 54. 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 55. 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 56. Defendants had and have a policy or practice of failing to comply with Labor Code

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

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

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

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

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

26 Violation of Labor Code § 558

27 61. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
28 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating

1 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
2 penalty as follows:

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

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

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

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

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

22 Violation of Labor Code § 1174.5

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

1 or papers of the person.”

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

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

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

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

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

28 Violation of Labor Code § 1197.1

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

7 (1) For any initial violation that is intentionally committed, one hundred dollars
8 (\$100) for each underpaid employee for each pay period for which the
9 employee is underpaid. This amount shall be in addition to an amount
10 sufficient to recover underpaid wages, liquidated damages pursuant to Section
11 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

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

21 71. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
22 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
23 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ minimum wages for all
24 hours worked or otherwise under Defendants’ control due to, without limitation, routinely failing to
25 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
26 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
27 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
28 entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

72. 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

73. 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.

74. 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.

75. 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.

76. Moreover, Plaintiff and other Aggrieved Employees within the State of California whom he 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 20, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Calyn V. Hadlock

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AYANA CUEN, JEAN MARIE COURSON,
ARIANA ACHENBACH, SARAH
ELIZABETH BRITTON, SYLVIA VELEZ
RAMIREZ, LAKIRA HAWKINS, PAIGE
RAMIREZ KYLE YANG, as aggrieved
employees, and on behalf of all other
aggrieved employees under the Labor Code
Private Attorneys' General Act of 2004,

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