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Attorneys for Plaintiffs, ALEXANDRA GREEN, JASMINE DURHAL, KATIE WOOLDRIDGE, ALYSSA STANLEY, VINCENT CHEN and BRIANNA DORIAN, and on behalf of all others similarly situated

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

ALEXANDRA GREEN, JASMINE DURHAL, KATIE WOOLDRIDGE, ALYSSA STANLEY and BRIANNA DORIAN, individuals and on behalf of all others similarly situated,

Plaintiff

v.

SHEIN DISTRIBUTION CORPORATION, a Delaware corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: **26STCV02959**

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 Plaintiffs ALEXANDRA GREEN, JASMINE DURHAL, KATIE WOOLDRIDGE,
2 ALYSSA STANLEY and BRIANNA DORIAN (“Plaintiffs”), as Aggrieved Employees, and on
3 behalf of all other Aggrieved Employees under the Labor Code Private Attorneys’ General Act of
4 2004, alleges as follows:

5 **INTRODUCTION**

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 SHEIN
8 DISTRIBUTION CORPORATION, and any of its respective subsidiaries or affiliated companies
9 within the State of California (“SHEIN” and collectively, with DOES 1 through 100, as further
10 defined below, “Defendants”) as a proxy of the Labor and Workforce Development Agency of the
11 State of California (“LWDA”), on behalf of Plaintiffs and all Aggrieved Employees that worked for
12 Defendants during the PAGA Period. Specifically, in connection with any alleged claims for failure
13 to comply with Labor Code sections 201, 202, 203, 204, 210, 223, 226, 226.3, 226.7, 227.3, 233,
14 234, 245, 246, 432, 432.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198,
15 1198.5, 1197, 1197.1, 2800, 2802, 2699, as well as applicable Wage Orders, Plaintiffs seeks to
16 represent all current and former employees that worked for Defendants during the PAGA Period.
17 On all other claims mentioned herein, Plaintiffs seek to represent only non-exempt current and
18 former employees that worked for Defendants during the PAGA Period. Collectively, these
19 employees are herein referred to as “Aggrieved Employees.” The “PAGA Period” refers to three
20 years preceding the date notice was submitted to the LWDA, continuing past the date of notice to
21 the LWDA into perpetuity.

22 **PARTIES**

23 2. Plaintiff ALEXANDRA GREEN (“GREEN”) is a resident of the State of California. At
24 all relevant times herein, GREEN is informed and believes, and based thereon alleges, that
25 Defendant employed GREEN as a non-exempt employee. GREEN worked as a visual
26 merchandising coordinator with duties that included, but were not limited to, setting up and taking
27 down the pop-ups, closing duties, and ensuring overall care and presentation of the space. GREEN
28

1 is informed and believes, and based thereon alleges, that GREEN worked for Defendants from
2 approximately April of 2023 through approximately October of 2024.

3 3. Plaintiff JASMINE DURHAL (“DURHAL”) is a resident of the State of California. At
4 all relevant times herein, DURHAL is informed and believes, and based thereon allege, that
5 Defendants employed DURHAL as a non-exempt employee. DURHAL worked as a photo
6 retoucher with duties that included, but were not limited to, handling image editing and retouching
7 for the website, ensuring consistent quality and style on images. DURHAL is informed and believes,
8 and based thereon alleges, that DURHAL worked for Defendants from approximately May of 2023
9 through approximately September of 2024.

10 4. Plaintiff KATIE WOOLDRIDGE (“WOOLDRIDGE”) is a resident of the State of
11 California. At all relevant times herein, WOOLDRIDGE is informed and believes, and based
12 thereon alleges, that Defendants employed WOOLDRIDGE as a non-exempt employee.
13 WOOLDRIDGE worked as an order support specialist with duties that included, but were not
14 limited to, reviewing incoming orders to prevent fraud and identifying high-risk transactions,
15 contacting customers to confirm orders. WOOLDRIDGE is informed and believes, and based
16 thereon alleges, that Plaintiff WOOLDRIDGE worked for Defendants from approximately October
17 of 2023 through approximately September of 2024.

18 5. Plaintiff ALYSSA STANLEY (“STANLEY”) is a resident of the State of California.
19 At all relevant times herein, STANLEY is informed and believes, and based thereon alleges, that
20 Defendants employed STANLEY as a non-exempt employee. STANLEY worked with duties that
21 included, but were not limited to, hiring staff, conducting interviews, and collaborating with HR to
22 manage the hiring budget. STANLEY is informed and believes, and based thereon alleges, that
23 STANLEY worked for Defendants during November of 2024.

24 6. Plaintiff BRIANNA DORIAN (“DORIAN”) is a resident of the State of California.
25 At all relevant times herein, DORIAN is informed and believes, and based thereon alleges, that
26 Defendants employed DORIAN as a non-exempt employee. DORIAN worked as an order support
27 specialist with duties that included, but were not limited to, reviewing orders, controlling fraud and
28 high-risk transactions, verifying proof of payment, and making calls to confirm personal information

1 such as addresses. DORIAN is informed and believes, and based thereon alleges, that DORIAN
2 worked for Defendants from approximately June of 2023 through approximately September of
3 2024.

4 7. Plaintiffs are informed and believe, and based thereon allege that defendant SHEIN
5 is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of
6 the laws of the State of Delaware and doing business in the County of Los Angeles, State of
7 California. At all relevant times herein, SHEIN employed Plaintiffs and Aggrieved Employees
8 within the State of California

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

16 **JOINT LIABILITY ALLEGATIONS**

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

23 10. Plaintiffs are informed and believe and based thereon allege that all the times
24 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
25 representative, joint venture or co-conspirator of each of the other defendants, either actually or
26 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
27 employment, joint venture, and conspiracy.

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

12. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based thereon allege that Defendants, and each of them, are joint employers.

JURISDICTION

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

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

PAGA REPRESENTATIVE ALLEGATIONS

15. Plaintiffs are “Aggrieved Employees” under PAGA, as Plaintiffs were employed by Defendants during the PAGA Period and suffered the Labor Code violations set forth herein, even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiffs seek to recover civil penalties under PAGA, plus reasonable attorneys’ fees and costs, for Plaintiffs and all

1 other Aggrieved Employees of Defendants during the PAGA Period.

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

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

10 18. Pursuant to Labor Code section 2699.3, on or around September 19, 2025, Plaintiffs
11 provided written notice of Defendants' violation of various provisions of the Labor Code to the
12 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA
13 Notice").¹

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

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

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

26 22. In the event that Defendants, or either of them, is/are determined to have, prior to
27

28 ¹ On or around January 28, 2026, Plaintiff submitted an amended PAGA Notice to correct a typo.

1 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from
2 Plaintiffs and/or Plaintiffs' counsel, adequately taken all reasonable steps to be in compliance with
3 all provisions identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant
4 to section 2699(g)(1)-(3).

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

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

20 **FACTUAL ALLEGATIONS**

21 25. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew,
22 or should have known, that Plaintiffs and Aggrieved Employees are entitled to receive wages for all
23 time worked, including regular, overtime, and double times wages, and that Plaintiffs and Aggrieved
24 Employees were not receiving all wages owed for work that was required to be performed.

25 26. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
26 and have a policy or practice of requiring Plaintiffs and other Aggrieved Employees to work more
27 than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a
28

1 workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime
2 wages.

3 27. Upon information and belief, Defendants failed to accurately track and/or pay for all
4 minutes actually worked by Plaintiffs and Aggrieved Employees at the proper rates of pay.
5 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
6 including, without limitation, failing to accurately track and/or pay for all minutes actually worked
7 at the proper overtime rate of pay; and engaging, suffering, or permitting employees to work off the
8 clock, including, without limitation, by requiring Plaintiffs and Aggrieved Employees to work
9 through meal and rest breaks and/or go through security screenings and/or temperature checks off
10 the clock.

11 28. In addition, Defendants failed to include all forms of remuneration, including non-
12 discretionary bonuses, incentive pay, and other forms of remuneration into the regular rate of pay
13 during pay periods where overtime was worked. Moreover, upon information and belief, Defendants
14 detrimentally rounded, edited and/or manipulated time entries so the hours recorded were less than
15 the hours actually worked.

16 29. Plaintiffs are informed and believe, and based thereon allege, that Defendants
17 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
18 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
19 worked. Thus, Plaintiffs and other Aggrieved Employees are entitled to actual and liquidated
20 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiffs are
21 further informed and believe, and based thereon allege, that Defendants' conduct above gave rise to
22 such violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for
23 civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558,
24 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
25 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

26 30. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
27 each of them, had and have a policy or practice of compelling Plaintiffs and other Aggrieved
28 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per

1 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
2 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiffs and
3 Aggrieved Employees lawful meal periods by, without limitation, failing to provide a suitable break
4 area; interrupting meal periods; not providing timely meal periods; failing to provide first and
5 second meal periods; providing short meal periods, including without, limitation meal periods that
6 may appear on the record to be thirty minutes or longer but in practice were shorter than thirty
7 minutes due to walking time to get to a designated break area; and auto-deducting meal periods that
8 could not be auto-deducted by law or during which employees worked. Plaintiffs and other
9 Aggrieved Employees personally suffered these violations. Consequently, Plaintiffs are informed
10 and believe, and based thereon allege, that Defendants violated Labor Code sections 512 and 1198
11 each day for each Aggrieved Employees during the PAGA Period, and thus each Aggrieved
12 Employees was owed one hour of premium pay at their regular rate of pay for each day worked
13 during the PAGA Period under Labor Code section 226.7. However, Plaintiffs are informed and
14 believe that those premium payments under Labor Code section 226.7 were not made for these non-
15 compliant meal periods, either at all or at the proper regular rate of pay. Defendants would thus be
16 liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages),
17 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and for failing
18 to provide premium pay under Labor Code section 226.7, or injunctive relief under sections
19 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based thereon alleges, that
20 Defendants' conduct that gave rise to such violations and was malicious, fraudulent, or oppressive.
21 As such, Defendants are further liable for civil penalties pursuant to Labor Code section
22 2699(f)(2)(B)(ii).

23 31. Plaintiffs are informed and believe, and based thereon allege, that Defendants
24 maintain policies or practices of compelling Plaintiffs and other Aggrieved Employees every day
25 to, including, without limitation, work over four-hour periods (or major fractions thereof) without
26 authorizing and permitting Plaintiffs and other Aggrieved Employees to take uninterrupted, timely,
27 and complete ten-minute rest periods in which the employees are completely relieved of all of their
28 duties. By way of example, Defendants regularly denied Plaintiffs and Aggrieved Employees lawful

1 rest periods by, without limitation, failing to provide rest periods all together; failing to provide a
2 suitable break area; failing to provide rest periods that were at least ten minutes in length, including
3 rest periods that were shorter than ten minutes, or rest periods that may have encompassed a total of
4 ten minutes but were in practice less than ten uninterrupted minutes due to, without limitation,
5 walking time to get to a designated break area; interrupting rest periods; not providing rest periods
6 in a timely fashion; and otherwise requiring on-duty/on-call rest periods. Plaintiffs and other
7 Aggrieved Employees personally suffered these violations. Consequently, Plaintiffs are informed
8 and believe, and based thereon allege, that Defendants violated the applicable Wage Order(s) each
9 day for each Aggrieved Employees during the PAGA Period, and that, thus each Aggrieved
10 Employees was owed one hour of premium pay at their regular rate of pay for each day worked
11 during the PAGA Period under Labor Code section 226.7. However, Plaintiffs are informed and
12 believe that those premium payments under Labor Code section 226.7 were not made, either, for
13 these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of
14 Labor Code sections 226.7 and 1198. Defendants would thus be liable for civil penalties pursuant
15 to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both
16 failing to authorize the taking of compliant rest periods and for failing to provide premium pay under
17 Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are
18 further informed and believe, and based thereon allege, that Defendants' conduct above gave rise to
19 such violations and was malicious, fraudulent, or oppressive. As such, Defendants are further liable
20 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 32. As a result of, among other things, Defendants' herein-described policy or practice
22 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
23 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
24 rest periods, as described above, and due to independent failures in connection therewith, Plaintiffs
25 are informed and believe, and based thereon allege, that Defendants also intentionally failed and
26 continue to fail to furnish Plaintiffs and Aggrieved Employees with itemized wage statements that
27 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
28 inclusive dates of the period for which the employee is paid; the name of the employee and only the

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

20 33. Plaintiffs are informed and believe, and based thereon allege, that Defendants also
21 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
22 compensation to Plaintiffs and other terminated or resigned employees, including but not limited to,
23 failing to pay all overtime wages owed, including for failure to pay at overtime the proper rate of
24 pay; all minimum wages; and all premium pay owed; and all paid sick leave, vacation pay and paid
25 time off, as set forth above, among other things. Consequently, Plaintiffs are informed and believe,
26 and based thereon allege, that Defendants violated Labor Code sections 201, 202 203, and 1198
27 each pay period for each Aggrieved Employees during the PAGA Period, and thus Plaintiffs and
28 each Aggrieved Employees personally suffered these violations and was owed penalties under Labor

1 Code section 203 for each pay period worked during the PAGA Period. However, Plaintiffs are
2 informed and believe that those penalties under Labor Code section 203 were not made for these
3 violations of Labor Code sections 201, 202, and 203. Defendants would thus be liable for civil
4 penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections
5 2699(e)(1) and 2699(j). Plaintiffs are further informed and believe, and based thereon allege, that
6 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
7 oppressive. As such, Defendants would further be liable for civil penalties pursuant to Labor Code
8 section 2699(f)(2)(B)(ii).

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

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

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

4 36. Plaintiffs are informed and believe, and based thereon allege that Defendants had and
5 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
6 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
7 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
8 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
9 any calendar month, shall be paid for between the 1st and 10th day of the following month."

10 Plaintiffs are informed and believe, and based thereon allege, that Defendants did not and do not
11 pay Plaintiffs and other Aggrieved Employees all wages owed every day and every workweek in
12 accordance with Labor Code sections 204 and 1198. Plaintiffs are informed and believe, and based
13 thereon allege, that Defendants violated Labor Code section 204 and that Plaintiffs and other
14 Aggrieved Employees have personally suffered these violations. As such, Defendants would be
15 liable for civil penalties pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive
16 relief under sections 2699(e)(1) and 2699(k). Plaintiffs further informed and believes, and based
17 thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious,
18 fraudulent, or oppressive. Therefore, Defendants would further be liable for civil penalties pursuant
19 to Labor Code section 2699(f)(2)(B)(ii).

20 37. Plaintiffs are further informed and believe, and based thereon allege, that Defendants
21 have or had a policy or practice of failing to provide Plaintiffs and other Aggrieved Employees with
22 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
23 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
24 to be provided pursuant to California and local laws. Plaintiffs are further informed and believe that
25 the sick pay was not provided at the proper regular of pay as required under California law due to
26 failure to properly calculate the regular rate. Plaintiffs are additionally informed and believe that
27 the notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory
28 payroll or workplace injury reporting. Plaintiffs are thus informed and believe that Defendants

1 violated these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiffs and
2 other Aggrieved Employees have personally suffered violations under these sections and
3 Defendants would be liable for civil penalties for violation of the paid sick leave regulations under
4 Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and
5 reasonable attorneys' fees and costs. Plaintiffs further informed and believe, and based thereon
6 allege, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
7 or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
8 2699(f)(2)(B)(ii).

9 38. In addition to the above, Plaintiffs are informed and believe, and based thereon allege
10 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
11 statements and similar payroll documents under Labor Code section 226, documents signed to
12 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
13 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiffs and
14 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiffs
15 and the Aggrieved Employees personally suffered these violations, which in turn entitle Plaintiffs
16 and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5.
17 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5,
18 and 2699. Plaintiffs are further informed and believe, and based thereon allege, that Defendants'
19 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants
20 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants,
22 including their agents, managers, superintendents, and/or officers, required Plaintiffs and/or
23 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
24 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
25 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
26 purported confidentiality agreements, purported severance agreements, or purported release
27 agreements, and other written documents presented for signature and/or assent to Plaintiffs and/or
28 Aggrieved Employees by Defendants. Defendants also required Plaintiffs and Aggrieved

1 Employees to inform prospective employers of Defendants' restrictions of Plaintiffs' and Aggrieved
2 Employees' freedom to work. As a result, Plaintiffs are informed and believe that Defendants
3 violated Labor Code sections 432.5 and 1198, entitling Plaintiffs and other Aggrieved Employees
4 to damages. Plaintiffs are further informed and believe, and based thereon allege, that Defendants'
5 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Thus,
6 Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.5, 1198,
7 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be
8 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

13 **FIRST AND ONLY CAUSE OF ACTION**

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

15 41. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the
16 preceding paragraphs as though fully set forth hereat.

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

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

23 43. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
24 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
25 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
26 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
27 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
28 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for

1 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

2 44. At all relevant times herein, Defendants have had a consistent policy or practice of
3 failing to pay Plaintiffs and/or Aggrieved Employees during their employment on a timely basis as
4 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
5 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiffs and other
6 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
7 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employees for each initial
8 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
9 25 percent of the amount unlawfully withheld for each Aggrieved Employees for each subsequent
10 violation in connection with each payment that was made in violation of Labor Code section 204.

11 Civil Penalties Under Labor Code § 226.3

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

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

19 47. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
20 and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
21 intentionally failing to furnish Plaintiffs and Aggrieved Employees with itemized wage statements
22 that accurately reflect gross wages earned; total hours worked; net wages earned; the name and
23 address of each employer with whom they have been placed to work; all applicable hourly rates in
24 effect during the pay period and the corresponding number of hours worked at each hourly rate; the
25 legal name of the employer; and other such information as required by Labor Code section 226,
26 subdivision (a).

27 48. Pursuant to Labor Code section 226.3, Plaintiffs and other Aggrieved Employees are
28 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision

1 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employees per pay period
2 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employees per pay
3 period for each subsequent violation.

4 Violation of Labor Code § 558

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

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

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

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

16 50. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
17 each of them, violated, or caused to be violated, the Labor Code sections and Wage Orders
18 regulating wages, hours and days of work described herein, including but not limited to Labor Code
19 sections 201-204, 223, 226.7, 510, 511, 512, 551, 552, 1182.12, 1194, 1197, 1198, and 2802.

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

25 Violation of Labor Code § 1174.5

26 52. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
27 every person employing labor in California to “[a]llow any member of the commission or the
28 employees of the Division of Labor Standards Enforcement free access to the place of business or

1 employment of the person to secure any information or make any investigation that they are
2 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
3 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
4 or papers of the person.”

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

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

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

22 ///

23 56. Plaintiffs are informed and believe, and based thereon allege, that Defendants have
24 willfully failed to keep adequate or accurate time records including wage statements and similar
25 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
26 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
27 under Labor Code section 1174.

28 57. As a direct and proximate result of the herein-described Labor Code violations,

1 pursuant to Labor Code section 1174.5, Plaintiffs and other Aggrieved Employees are entitled to
2 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
3 hundred dollars (\$500) per violation per pay period per Aggrieved Employees.

4 Violation of Labor Code § 1197.1

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

- 11 (1) For any initial violation that is intentionally committed, one hundred dollars
12 (\$100) for each underpaid employee for each pay period for which the
13 employee is underpaid. This amount shall be in addition to an amount
14 sufficient to recover underpaid wages, liquidated damages pursuant to Section
15 1194.2, and any applicable penalties imposed pursuant to Section 203.
- 16 (2) For each subsequent violation for the same specific offense, two hundred fifty
17 dollars (\$250) for each underpaid employee for each pay period for which the
18 employee is underpaid regardless of whether the initial violation is
19 intentionally committed. This amount shall be in addition to an amount
20 sufficient to recover underpaid wages, liquidated damages pursuant to Section
21 1194.2, and any applicable penalties imposed pursuant to Section 203.
- 22 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
23 Section 203, recovered pursuant to this section shall be paid to the affected
24 employee."

25 59. Plaintiffs are informed and believe, and based thereon allege, that Defendants caused
26 Plaintiffs and Aggrieved Employees not to be paid minimum wages as a result of Defendants
27 routinely failing to accurately track and/or pay for all minutes actually worked by Plaintiffs and
28 Aggrieved Employees at the proper rates of pay, as described above.

60. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 1197.1, Plaintiffs 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 Employees per pay period for the initial violation, and two hundred and fifty dollars (\$250) for each Aggrieved Employees per pay period for each subsequent violation.

Civil Penalties Under Labor Code § 2699

61. 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 Employees on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

62. Plaintiffs are informed and believe, and based thereon allege that Defendants, and each of them, violated the Labor Code sections described in the preceding paragraphs.

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

64. Moreover, Plaintiffs and other Aggrieved Employees within the State of California whom Plaintiffs 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 Plaintiffs and Aggrieved Employees, Plaintiffs pray 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 28, 2026

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