

BIBIYAN LAW GROUP, P.C.

Sarah H. Cohen (Cal. Bar No. 330700)

sarah@tomorrowlaw.com

Rafael Yedoyan (Cal. Bar No. 351499)

rafael@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Electronically FILED by
Superior Court of California,
County of Los Angeles
2/18/2026 7:27 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By C. Cervantes, Deputy Clerk

Attorneys for Plaintiffs DAYJANAE BENDER, DEESSENCE GORDON,
as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

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

DAYJANAE BENDER, DEESSENCE
GORDON, as Aggrieved Employees, and on
behalf of all other Aggrieved Employees under
the Labor Code Private Attorneys' General
Act of 2004,

Plaintiff

v.

CLEAR VIEW SANITARIUM, INC., a
California Corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: **26STCV05400**

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 DAYJANAE BENDER and Plaintiff DEESSENCE GORDON (“Plaintiffs”), as
2 Aggrieved Employees, and on behalf of all other Aggrieved Employees under the Labor Code
3 Private Attorneys’ General Act of 2004, alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Clear View Sanitarium,
7 Inc., a California corporation, and any of its respective subsidiaries or affiliated companies within
8 the State of California (“Clear View”), (hereinafter, collectively, with DOES 1 through 100, as
9 further defined below, “Defendants”) as a proxy of the Labor and Workforce Development Agency
10 of the State of California (“LWDA”), on behalf of Plaintiffs and all Aggrieved Employees that
11 worked for Defendants during the PAGA Period. Specifically, in connection with any alleged claims
12 for failure to comply with Labor Code sections 204, 210, 221, 223, 226, 226.3, 226.7, 227.3, 233,
13 234, 245, 246, 351,432, 512, 551, 552, 558, 1174, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197,
14 1197.1, 2800, 2802, 2810.5, 2699, as well as applicable Wage Orders, Plaintiffs seek to represent
15 all current and former employees that worked for Defendants during the PAGA Period. On all other
16 claims mentioned herein, Plaintiffs seek to represent only non-exempt current and former employees
17 that worked for Defendants during the PAGA Period. Collectively, these employees are herein
18 referred to as “Aggrieved Employees.” The “PAGA Period” refers to three years preceding the date
19 notice was submitted to the LWDA, continuing past the date of notice to the LWDA into perpetuity.

20 **PARTIES**

21 2. Plaintiff DAYJANAE BENDER is a resident of the State of California. At all
22 relevant times herein, Plaintiff DAYJANAE BENDER is informed and believes, and based thereon
23 alleges, that Defendants employed Plaintiff DAYJANAE BENDER as a non-exempt employee.
24 Plaintiff DAYJANAE BENDER worked as a certified nursing assistant with duties that included,
25 but were not limited to, providing patient care, as well as cleaning and charting or documenting a
26 patient’s condition, care and progress in their medical record. Plaintiff DAYJANAE BENDER is
27 informed and believes, and based thereon alleges, that Plaintiff DAYJANAE BENDER worked for
28 Defendants from approximately August of 2023 through approximately December of 2024.

1 3. Plaintiff DEESSENCE GORDON is a resident of the State of California. At all
2 relevant times herein, Plaintiff DEESSENCE GORDON is informed and believes, and based
3 thereon alleges, that Defendants employed Plaintiff DEESSENCE GORDON as a non-exempt
4 employee. Plaintiff DEESSENCE GORDON worked as a certified nursing assistant with duties that
5 included, but were not limited to, providing patient care, managing aggressive residents, charting,
6 and adhering to care plans. Plaintiff DEESSENCE GORDON is informed and believes, and based
7 thereon alleges, that Plaintiff DEESSENCE GORDON worked for Defendants from approximately
8 October of 2022 through approximately April of 2025

9 4. Plaintiffs are informed and believe and based thereon allege that defendant Clear
10 View is, and at all times relevant hereto was, a limited liability company organized and existing
11 under and by virtue of the laws of the State of California and doing business in the County of Los
12 Angeles, State of California. At all relevant times herein, Clear View employed Plaintiffs and
13 Aggrieved Employees within the State of California.

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

21 **JOINT LIABILITY ALLEGATIONS**

22 6. Plaintiffs are informed and believe, and based thereon allege, that each defendant
23 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
24 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are
25 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
26 to “Defendants,” it shall include Clear View, and any of their parent, subsidiary, or affiliated
27 companies within the State of California, as well as DOES 1 through 100 identified herein.

28 7. Plaintiffs are informed and believe and based thereon allege that all the times

1 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
2 representative, joint venture or co-conspirator of each of the other defendants, either actually or
3 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
4 employment, joint venture, and conspiracy.

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

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

16 **JURISDICTION**

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

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

28 ///

PAGA REPRESENTATIVE ALLEGATIONS

12. Plaintiffs are both an “Aggrieved Employee” 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 other Aggrieved Employees of Defendants during the PAGA Period.

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

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

15. Pursuant to Labor Code section 2699.3, on or around September 12, 2025, Plaintiffs provided written notice of Defendants’ violation of various provisions of the Labor Code to the LWDA online and by certified mail, with return receipt requested, to Defendants (“PAGA Notice”).

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

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

18. In the event that Defendants, or either of them, is/are determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to

1 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

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

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

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

22 **FACTUAL ALLEGATIONS**

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

27 23. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
28 and have a policy or practice of requiring Plaintiffs and other Aggrieved Employees to work more

1 than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a
2 workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime
3 wages.

4 24. Upon information and belief, Defendants failed to accurately track and/or pay for all
5 minutes actually worked by Plaintiffs and Aggrieved Employees at the proper rates of pay.
6 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
7 including, without limitation, by requiring Plaintiffs and Aggrieved Employees to work during meal
8 periods. In fact, upon information and belief, Aggrieved Employees were often reprimanded for
9 trying to take meal and/or rest breaks because management thought breaks took too long

10 25. In addition, Defendants failed to include all forms of remuneration, including non-
11 discretionary bonuses, shift premiums, and other forms of remuneration into the regular rate of pay
12 during pay periods where overtime was worked.

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

23 27. Plaintiffs are informed and believe, and based thereon alleges, that Defendants, and
24 each of them, had and have a policy or practice of compelling Plaintiffs and other Aggrieved
25 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
26 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
27 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiffs and
28 Aggrieved Employees lawful meal periods by, without limitation, failing to provide meal periods

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

19 28. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
20 maintain policies or practices of compelling Plaintiffs and other Aggrieved Employees every day
21 to, including, without limitation, work over four-hour periods (or major fractions thereof) without
22 authorizing and permitting Plaintiffs and other Aggrieved Employees to take uninterrupted, timely,
23 and complete ten-minute rest periods in which the employees are completely relieved of all of their
24 duties. By way of example, Defendants regularly denied Plaintiffs and Aggrieved Employees lawful
25 rest periods by, without limitation, failing to provide rest periods all together; failing to provide rest
26 periods that were at least ten minutes in length, including rest periods that may have encompassed
27 a total of ten minutes but were in practice less than ten uninterrupted minutes due to, without
28 limitation, walking time to get to a designated break area, interrupting rest periods; not providing

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

16 29. As a result of, among other things, Defendants' herein-described policy or practice
17 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
18 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
19 rest periods, as described above, and due to independent failures in connection therewith, Plaintiffs
20 are informed and believe, and based thereon allege, that Defendants also intentionally failed and
21 continues to fail to furnish Plaintiffs and Aggrieved Employees with itemized wage statements that
22 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
23 inclusive dates of the period for which the employee is paid; the name of the employee and only the
24 last four digits of their social security number or an employee identification number other than a
25 social security number; all deductions; all applicable hourly rates in effect during the pay period and
26 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
27 address of the employer, and other such information as required by Labor Code section 226,
28 subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized

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

15 30. Plaintiffs are informed and believes, and based thereon alleges, that Defendants also
16 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
17 compensation to Plaintiffs and other terminated or resigned employees, including but not limited to,
18 failing to pay all overtime wages owed, including for failure to pay at overtime the proper rate of
19 pay; all minimum wages; all premium pay owed; and all paid sick leave, vacation pay and paid time
20 off, as set forth above, among other things. Consequently, Plaintiffs are informed and believe, and
21 based thereon alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198 each
22 pay period for each Aggrieved Employee during the PAGA Period, and thus Plaintiffs and each
23 Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code
24 section 203 for each pay period worked during the PAGA Period. However, Plaintiffs are informed
25 and believe that those penalties under Labor Code section 203 were not made for these violations
26 of Labor Code sections 201, 202, and 203. Defendants would thus be liable for civil penalties
27 pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
28 and 2699(j). Plaintiffs are further informed and believe, and based thereon allege, that Defendants'

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

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

17 32. Plaintiffs are informed and believe, and based thereon alleges, that Defendants had
18 and have a policy or practice of failing to pay Plaintiffs and other Aggrieved Employees their paid
19 time off and vacation time owed upon separation of employment as wages at their final rate of pay
20 in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Plaintiffs and other
21 Aggrieved Employees have personally suffered these violations and Defendants would be liable for
22 civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and
23 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and
24 believe, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
25 was malicious, fraudulent, or oppressive. Therefore, Defendants would further be liable for civil
26 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 33. Plaintiffs are informed and believe, and based thereon allege that Defendants had and
28 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with

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

15 34. Plaintiffs are further informed and believe, and based thereon allege, that Defendants
16 have or had a policy or practice of failing to provide Plaintiffs and other Aggrieved Employees with
17 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
18 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
19 to be provided pursuant to California and local laws. Plaintiffs are further informed and believes
20 that the sick pay was not provided at the proper regular of pay as required under California law due
21 to failure to properly calculate the regular rate. Plaintiffs are further informed and believes that
22 Defendants also did not permit its use upon request by Defendants and other Aggrieved Employees
23 as contemplated under California and local laws, including, without limitation, under Labor Code
24 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
25 without retaliation. Plaintiffs are additionally informed and believe that the notice requirement of
26 Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace
27 injury reporting. Plaintiffs are thus informed and believe that Defendants violated these Labor Code
28 sections, as well as Labor Code section 1198. As such, Plaintiffs and other Aggrieved Employees

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

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

20 36. Plaintiffs are further informed and believe, and based thereon allege that Defendants
21 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor
22 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
23 to provide Plaintiffs and other Aggrieved Employees with the rates of pay and overtime rates of pay
24 applicable to their employment; any allowances claimed as part of the minimum wage; the regular
25 payday designated by Defendants; the name of the employer, including any "doing business as"
26 names used by the employer; the physical address of the employer's main office and the telephone
27 number of the employer; the name, address and telephone number of the workers' compensation
28 insurance carrier; information regarding paid sick leave; and other pertinent information required to

1 be disclosed by Defendants under Labor Code section 2810.5. Plaintiffs are informed and believe
2 that Defendants' failure to provide such information, including rates of pay that are in effect, has
3 permitted Defendants to pay employees at rates of pay that were not agreed upon and violate
4 minimum wage and overtime wage laws in California. Plaintiffs are informed and believes that
5 Defendants violated Labor Code sections 1198 and 2810.5. Plaintiffss and other Aggrieved
6 Employees personally suffered these violations. Plaintiffs are further informed and believe, and
7 based thereon allege, that Defendants' conduct above gave rise to such violations and was malicious,
8 fraudulent, or oppressive. Among other relief, employees may collect from Defendants in
9 connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and
10 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
11 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

16 **FIRST AND ONLY CAUSE OF ACTION**

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

18 38. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the
19 preceding paragraphs as though fully set forth hereat.

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

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

26 40. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
27 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
28 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,

1 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
2 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
3 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
4 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

5 41. At all relevant times herein, Defendants have had a consistent policy or practice of
6 failing to pay Plaintiffs and/or Aggrieved Employees during their employment on a timely basis as
7 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
8 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiffs and other
9 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
10 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
11 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
12 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
13 violation in connection with each payment that was made in violation of Labor Code section 204.

14 Civil Penalties Under Labor Code § 226.3

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

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

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

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

Violation of Labor Code § 558

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

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

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

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

///

///

Violation of Labor Code § 1174.5

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

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

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

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

53. Plaintiffs are informed and believe, and based thereon allege, that Defendants have willfully failed to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment

1 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
2 under Labor Code section 1174.

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

7 Violation of Labor Code § 1197.1

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

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

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

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

28 56. Plaintiffs are informed and believes, and based thereon alleges, that Defendants

1 caused Plaintiffs and Aggrieved Employees not to be paid minimum wages as a result of Defendants
2 routinely failing to accurately track and/or pay for all minutes actually worked by Plaintiffs and
3 Aggrieved Employees at the proper rates of pay, as described above.

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

10 Civil Penalties Under Labor Code § 2699

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

17 59. Plaintiffs are informed and believe, and based thereon alleges that Defendants, and
18 each of them, violated the Labor Code sections described in the preceding paragraphs.

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

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

26 ///

27 ///

28 ///

1 **PRAYER**

2 **WHEREFORE**, on behalf of Plaintiffs and Aggrieved Employees, Plaintiffs pray for
3 judgment against Defendants as follows:

- 4 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
5 1174.5, 1197.1, and 2699;
- 6 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
7 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 8 C. For equitable, including, without limitation, injunctive relief;
- 9 C. Pre-judgment and post-judgment interest;
- 10 D. For costs of suit incurred herein; and
- 11 E. Such other and further relief as the Court deems just and proper.

12 Dated: February 18, 2026

BIBIYAN LAW GROUP, P.C.

13
14 BY: /s/ Rafael Yedoyan

15 Rafael Yedoyan

16 Attorneys for Plaintiffs DAYJANAE
17 BENDER, DEESSENCE GORDON, and on
18 behalf of all other Aggrieved Employees
19
20
21
22
23
24
25
26
27
28