

BIBIYAN LAW GROUP, P.C.

Gayane Ghandilyan (SBN 327818)

gayane@tomorrowlaw.com

Madison Gunning (SBN 345222)

mgunning@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

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

Attorneys for Plaintiff MARCUS TAYLOR,
as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF PLACER

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

Plaintiff

v.

JUMP EMPLOYEE SERVICES LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

ELECTRONICALLY FILED

Superior Court of California,

County of Placer

06/10/2026 at 11:34:22 AM

By: Ricardo R Chapa

Deputy Clerk

CASE NO.: S-CV-0058092

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 MARCUS TAYLOR (“Plaintiff”), as an Aggrieved Employee, and on behalf of all
2 other Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004, alleges
3 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 Jump Employee
7 Services LLC, a California limited liability company, and any of its respective subsidiaries or
8 affiliated companies within the State of California (“Jump Employee Services”), (hereinafter, Jump
9 Employee Services, collectively, with DOES 1 through 100, as further defined below,
10 “Defendants”) as a proxy of the Labor and Workforce Development Agency of the State of
11 California (“LWDA”), on behalf of Plaintiff 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 200, 201, 202, 203, 204, 210, 226, 226.3, 227.3, 245, 246, 432,
14 1198, 1198.5, and applicable Wage Orders, Plaintiff seeks to represent all current and former
15 employees that worked for Defendants during the PAGA Period. On all other claims mentioned
16 herein, Plaintiff seeks to represent only non-exempt current and former employees that worked for
17 Defendants during the PAGA Period. Collectively, these employees are herein referred to as
18 “Aggrieved Employees.” The “PAGA Period” refers to one year preceding the date notice was
19 submitted to the LWDA, continuing past the date of notice to the LWDA into perpetuity.

20 **PARTIES**

21 2. Plaintiff MARCUS TAYLOR is a resident of the State of California. At all relevant
22 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 employed Plaintiff as a non-exempt employee with duties that included, but were not limited to, a
24 general cleaner/labor worker responsible for cleaning rooms and the general facilities. Plaintiff is
25 informed and believes, and based thereon alleges, that Plaintiff MARCUS TAYLOR worked for
26 Defendants from approximately November of 2024 through approximately April of 2025.

27 3. Plaintiff is informed and believes and based thereon alleges that defendant Jump
28 Employee Services is, and at all times relevant hereto was, a limited liability company organized

1 and existing under and by virtue of the laws of the State of California and doing business in the
2 County of Placer, State of California. At all relevant times herein, Jump Employee Services
3 employed Plaintiff and Aggrieved Employees within the State of California

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

11 **JOINT LIABILITY ALLEGATIONS**

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

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

23 7. All of the acts and conduct described herein of each and every corporate defendant
24 was duly authorized, ordered, and directed by the respective and collective defendant corporate
25 employers, and the officers and management-level employees of said corporate employers. In
26 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
27 their said employees, agents, and representatives, and each of them; and upon completion of the
28 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant

1 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
2 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
3 aforementioned corporate employees, agents and representatives.

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

6 **JURISDICTION**

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

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

17 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

27 13. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
28 such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified

1 in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the
2 PAGA Period.

3 14. Pursuant to Labor Code section 2699.3, on or around September 12, 2025, Plaintiff
4 provided written notice of Defendants' violation of various provisions of the Labor Code to the
5 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

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

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

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

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

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

27 20. In the event, the LWDA and/or a court issued a finding or determination to the
28 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the

1 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
2 any of them, would be subject to heightened penalties pursuant to Labor Code sections
3 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either
4 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving
5 of the PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations
6 as detailed herein was and is malicious, fraudulent, and/or oppressive. Thus, Defendants, or any of
7 them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack
8 eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

9 **FACTUAL ALLEGATIONS**

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

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

19 23. Upon information and belief, Defendants failed to accurately track and/or pay for all
20 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
21 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
22 including, without limitation, by requiring Plaintiff and Aggrieved Employees to clock out for meal
23 periods and continue working, and to don and doff required uniforms and/or safety gear prior to
24 starting their shift.

25 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
27 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
28 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated

1 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiff is further
2 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
3 violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
4 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
5 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
6 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

7 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
8 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
9 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
10 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
11 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
12 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; not
13 providing timely meal periods; failing to provide first and second meal periods; providing short
14 meal periods, including without, limitation meal periods that were recorded for less than thirty
15 minutes, and meal periods that may appear on the record to be thirty minutes or longer but in
16 practice were shorter than thirty minutes due to walking time to get to a designated break area, and
17 having to don and doff safety gear and/or uniforms. Plaintiff and other Aggrieved Employees
18 personally suffered these violations. Consequently, Plaintiff is informed and believes, and based
19 thereon alleges, that Defendants violated Labor Code sections 512 and 1198 each day for each
20 Aggrieved Employee during the PAGA Period, and thus each Aggrieved Employee was owed one
21 hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under
22 Labor Code section 226.7. However, Plaintiff is informed and believes that those premium payments
23 under Labor Code section 226.7 were not made for these non-compliant meal periods, either at all
24 or at the proper regular rate of pay. Defendants would thus be liable for civil penalties pursuant to
25 Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing
26 to authorize the taking of compliant meal periods and for failing to provide premium pay under
27 Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is
28 further informed and believes, and based thereon alleges, that Defendants' conduct that gave rise to

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

3 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
5 including, without limitation, work over four-hour periods (or major fractions thereof) without
6 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
7 and complete ten-minute rest periods in which the employees are completely relieved of all of their
8 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
9 rest periods by, without limitation, failing to provide rest periods all together; failing to provide a
10 suitable break area; failing to provide rest periods that were at least ten minutes in length, including
11 rest periods that were shorter than ten minutes, or rest periods that may have encompassed a total of
12 ten minutes but were in practice less than ten uninterrupted minutes due to, without limitation,
13 walking time to get to a designated break area, time spent having to don and doff safety gear and/or
14 uniforms during the rest period, interrupting rest periods; and not providing rest periods in a timely
15 fashion. Plaintiff and other Aggrieved Employees personally suffered these violations.
16 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 violated the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA
18 Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular
19 rate of pay for each day worked during the PAGA Period under Labor Code section 226.7.
20 However, Plaintiff is informed and believes that those premium payments under Labor Code section
21 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular
22 rate of pay, in violation of Labor Code sections 226.7 and 1198. Defendants would thus be liable
23 for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558,
24 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to
25 provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1)
26 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
27 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
28 Defendants are further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 27. As a result of, among other things, Defendants' herein-described policy or practice
2 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
3 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
4 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
5 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
6 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
7 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
8 inclusive dates of the period for which the employee is paid; the name of the employee and only the
9 last four digits of their social security number or an employee identification number other than a
10 social security number; all deductions; all applicable hourly rates in effect during the pay period and
11 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
12 address of the employer, and other such information as required by Labor Code section 226,
13 subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized
14 wage statements that accurately reflect the hours worked by Plaintiff and other Aggrieved
15 Employees and the rates of pay at which they were or should have been paid, thus resulting in a
16 failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, Plaintiff
17 is informed and believes, and based thereon alleges, that Defendants violated Labor Code sections
18 226, and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus
19 Plaintiff and each Aggrieved Employee personally suffered these violations and was owed penalties
20 under Labor Code section 226 for each pay period worked during the PAGA Period. Plaintiff is
21 informed and believes that those penalties under Labor Code section 226 were not paid for these
22 violations of Labor Code section 226. Defendants would thus be liable for civil penalties pursuant
23 to Labor Code sections 226.3, 558, 1198, and 2699, or injunctive relief under sections 2699(e)(1)
24 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
25 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Thus,
26 Defendants would further be liable for civil penalties pursuant to Labor Code section
27 2699(f)(2)(B)(ii).

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

17 29. Plaintiff is informed and believes, and based thereon alleges that Defendants also
18 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
19 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for for use of personal
20 cellular phone for work purposes, in direct consequence of the discharge of their duties, or of their
21 obedience to the directions of Defendants, as required by Labor Code sections 1198, 2800, 2802,
22 and other statutory and common law offenses. As a result, Plaintiff and other Aggrieved Employees
23 have personally suffered these violations and Defendants are liable to reimburse Plaintiff and other
24 Aggrieved Employees for these costs incurred in furtherance of work duties. Defendants would thus
25 be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief
26 under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon
27 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
28

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

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

13 31. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
14 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
15 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
16 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
17 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
18 any calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
19 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
20 and other Aggrieved Employees all wages owed every day and every workweek in accordance with
21 Labor Code sections 204 and 1198. Plaintiff is informed and believes, and based thereon alleges,
22 that Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees
23 have personally suffered these violations. As such, Defendants would be liable for civil penalties
24 pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections
25 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that
26 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
27 oppressive. Therefore, Defendants would further be liable for civil penalties pursuant to Labor Code
28 section 2699(f)(2)(B)(ii).

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

18 33. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
19 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
20 statements and similar payroll documents under Labor Code section 226, documents signed to
21 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
22 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
23 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Defendants
24 also failed to provide these documents to Plaintiff and other Aggrieved Employees upon request
25 July 15, 2025 in violation of these Labor Code sections. Plaintiff and the Aggrieved Employees
26 personally suffered these violations, which in turn would entitle Plaintiff and other Aggrieved
27 Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants would also
28 be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699. Plaintiff further

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

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

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

18 **FIRST AND ONLY CAUSE OF ACTION**

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

20 36. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
21 preceding paragraphs as though fully set forth hereat.

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

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

28 38. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated

1 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
2 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
3 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
4 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
5 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
6 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

7 39. At all relevant times herein, Defendants have had a consistent policy or practice of
8 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
9 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
10 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
11 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
12 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
13 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
14 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
15 violation in connection with each payment that was made in violation of Labor Code section 204.

16 Civil Penalties Under Labor Code § 226.3

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

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

24 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
25 and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
26 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements
27 that accurately reflect gross wages earned; total hours worked; net wages earned; the name and
28 address of each employer with whom they have been placed to work; all applicable hourly rates in

1 effect during the pay period and the corresponding number of hours worked at each hourly rate; the
2 legal name of the employer; and other such information as required by Labor Code section 226,
3 subdivision (a).

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

9 Violation of Labor Code § 558

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

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

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

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

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

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

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

2 Violation of Labor Code § 1174.5

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

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

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

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

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

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

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

8 Violation of Labor Code § 1197.1

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

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

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

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

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

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

11 Civil Penalties Under Labor Code § 2699

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

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

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

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

27 ///

28 ///

1 **PRAYER**

2 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays 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: June 10, 2026

BIBIYAN LAW GROUP, P.C.

13
14 BY: /s/ Gayane Ghandilyan

15 Gayane Ghandilyan

16 Madison Gunning

17 Attorneys for Plaintiff MARCUS TAYLOR

18 and on behalf of all other Aggrieved

19 Employees
20
21
22
23
24
25
26
27
28