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as an Aggrieved Employee, and on behalf of all other

7 Aggrieved Employees

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

10
11 MATTHEW UNDERWOOD, as an
12 Aggrieved Employee, and on behalf of all
13 other Aggrieved Employees under the Labor
Code Private Attorneys' General Act of 2004,

14 Plaintiff

15 v.

16 GREYHOUND LINES, INC., a Delaware
17 corporation; FLIX NORTH AMERICA INC., a
18 Delaware corporation; and DOES 1 through
100, inclusive,

19 Defendants.

CASE NO.: **26STCV03721**

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 MATTHEW UNDERWOOD ("Plaintiff"), as an Aggrieved Employee, and on
2 behalf of all other Aggrieved Employees under the Labor Code Private Attorneys' General Act of
3 2004, alleges as follows:

4 **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 GREYHOUND
7 LINES, INC., a Delaware corporation; and any of its respective subsidiaries or affiliated companies
8 within the State of California ("GREYHOUND"); FLIX NORTH AMERICA INC., a Delaware
9 corporation; and any of its respective subsidiaries or affiliated companies within the State of
10 California ("FLIX") (GREYHOUND, FLIX, hereinafter, collectively, with DOES 1 through 100,
11 as further defined below, "Defendants") as a proxy of the Labor and Workforce Development
12 Agency of the State of California ("LWDA"), on behalf of Plaintiff and all Aggrieved Employees
13 that worked for Defendants during the PAGA Period. Specifically, in connection with any alleged
14 claims for failure to comply with Labor Code sections 201, 202, 203, 204, 210, 223, 226, 226.2,
15 226.3, 226.7, 432.3, 512, 551, 552, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5,
16 1197, 1197.1, 1197.5, 2800, 2802, 2699, 2810.5, as well as applicable Wage Orders, Plaintiff seeks
17 to represent all current and former employees that worked for Defendants during the PAGA Period.
18 On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt current and
19 former employees that worked for Defendants during the PAGA Period. Collectively, these
20 employees are herein referred to as "Aggrieved Employees." The "PAGA Period" refers to three
21 years preceding the date notice was submitted to the LWDA, continuing past the date of notice to
22 the LWDA into perpetuity.

23 **PARTIES**

24 2. Plaintiff MATTHEW UNDERWOOD is a resident of the State of California. At all
25 relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 employed Plaintiff as a non-exempt employee. Plaintiff worked as an operator with duties that
27 included, but were not limited to, driving buses, picking up passengers at various locations and
28 transporting them to different destinations. Plaintiff is informed and believes, and based thereon

1 alleges, that Plaintiff MATTHEW UNDERWOOD worked for Defendants from approximately
2 February of 2024 through approximately June of 2025.

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

8 4. Plaintiff is informed and believes and based thereon alleges that defendant FLIX is,
9 and at all times relevant hereto was, a corporation organized and existing under and by virtue of the
10 laws of the State of Delaware and doing business in the County of Los Angeles, State of California.
11 At all relevant times herein, FLIX employed Plaintiff and Aggrieved Employees within the State of
12 California.

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

20 **JOINT LIABILITY ALLEGATIONS**

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

27 7. Plaintiff is informed and believes and based thereon alleges that all the times
28 mentioned herein, each of the Defendants was the agent, principal, employee, employer,

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

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

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

15 **JURISDICTION**

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

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

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PAGA REPRESENTATIVE ALLEGATIONS

12. Plaintiff is an “Aggrieved Employee” under PAGA, as Plaintiff was 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, Plaintiff seeks to recover civil penalties under PAGA, plus reasonable attorneys’ fees and costs, for Plaintiff and all other Aggrieved Employees of Defendants during the PAGA Period.

13. Specifically, Plaintiff seeks 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 Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the PAGA Period.

15. Pursuant to Labor Code section 2699.3, on or around October 31, 2025, Plaintiff 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 Plaintiff
4 and/or Plaintiff's counsel, adequately taken all reasonable steps to be in compliance with all
5 provisions identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to
6 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, Plaintiff alleges 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, Defendants have been sued for these violations in the past. Thus, Defendants, or any
20 of them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and
21 lack eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

22 **FACTUAL ALLEGATIONS**

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

27 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
28 and have a policy or practice of requiring Plaintiff 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 Plaintiff 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 Plaintiff and Aggrieved Employees to complete pre-shift
8 tasks before clocking in and post-shift tasks after clocking out; attend company meetings off the
9 clock. By way of example, Plaintiff and, upon information and belief, Aggrieved Employees had to
10 attend meetings after clocking out and were required to come early and inspect the buses and make
11 sure that they were suitable for the shift before clocking in.

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

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

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

1 Aggrieved Employees lawful meal periods by, without limitation, failing to provide meal periods
2 all together; interrupting meal periods; not providing timely meal periods; failing to provide second
3 meal periods; providing short meal periods, including without, limitation meal periods that that may
4 appear on the record to be thirty minutes or longer but in practice were shorter than thirty minutes
5 due to requiring that employees carry cellular telephones during meal periods; not permitting
6 employees to leave the premises; and otherwise requiring on-duty/on-call meal periods. Plaintiff
7 and other Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is
8 informed and believes, and based thereon alleges, that Defendants violated Labor Code sections 512
9 and 1198 each day for each Aggrieved Employee during the PAGA Period, and thus each Aggrieved
10 Employee was owed one hour of premium pay at their regular rate of pay for each day worked
11 during the PAGA Period under Labor Code section 226.7. However, Plaintiff is informed and
12 believes that those premium payments under Labor Code section 226.7 were not made for these
13 non-compliant meal periods, either at all or at the proper regular rate of pay. Defendants would thus
14 be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these
15 wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and
16 for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under
17 sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon
18 alleges, that Defendants' conduct that gave rise to such violations and was malicious, fraudulent, or
19 oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code section
20 2699(f)(2)(B)(ii).

21 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
23 including, without limitation, work over four-hour periods (or major fractions thereof) without
24 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
25 and complete ten-minute rest periods in which the employees are completely relieved of all of their
26 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
27 rest periods by, without limitation, failing to provide rest periods all together; failing to provide rest
28 periods that were at least ten minutes in length, including rest periods that may have encompassed

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

19 29. As a result of, among other things, Defendants' herein-described policy or practice
20 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
21 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
22 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
23 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
24 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
25 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
26 inclusive dates of the period for which the employee is paid; the name of the employee and only the
27 last four digits of their social security number or an employee identification number other than a
28 social security number; all deductions; all applicable hourly rates in effect during the pay period and

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

18 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
19 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
20 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
21 failing to pay all overtime wages owed, including for failure to pay at overtime the proper rate of
22 pay; all minimum wages; and all premium pay owed; as set forth above, among other things.
23 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated
24 Labor Code sections 201, 202 203, and 1198 each pay period for each Aggrieved Employee during
25 the PAGA Period, and thus Plaintiff and each Aggrieved Employee personally suffered these
26 violations and was owed penalties under Labor Code section 203 for each pay period worked during
27 the PAGA Period. However, Plaintiff is informed and believes that those penalties under Labor
28 Code section 203 were not made for these violations of Labor Code sections 201, 202, and 203.

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

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

20 32. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
21 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
22 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
23 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
24 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
25 any calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
26 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
27 and other Aggrieved Employees all wages owed every day and every workweek in accordance with
28 Labor Code sections 204 and 1198. Plaintiff is informed and believes, and based thereon alleges,

1 that Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees
2 have personally suffered these violations. As such, Defendants would be liable for civil penalties
3 pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections
4 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that
5 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
6 oppressive. Therefore, Defendants would further be liable for civil penalties pursuant to Labor Code
7 section 2699(f)(2)(B)(ii).

8 33. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
9 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
10 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
11 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
12 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
13 the sick pay was not provided at the proper regular of pay as required under California law due to
14 failure to properly calculate the regular rate. Plaintiff is additionally informed and believes that the
15 notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory
16 payroll or workplace injury reporting. Plaintiff is thus informed and believes that Defendants
17 violated these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiff and
18 other Aggrieved Employees have personally suffered violations under these sections and
19 Defendants would be liable for civil penalties for violation of the paid sick leave regulations under
20 Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and
21 reasonable attorneys' fees and costs. Plaintiff further informed and believes, and based thereon
22 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
23 or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
24 2699(f)(2)(B)(ii).

25 34. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
26 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
27 statements and similar payroll documents under Labor Code section 226, documents signed to
28 obtain or hold employment under Labor Code section 432, personnel records under Labor Code

1 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
2 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiff
3 and the Aggrieved Employees personally suffered these violations, which in turn would entitle
4 Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and
5 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558,
6 1174.5, and 2699. Plaintiff further informed and believes, and based thereon alleges, that
7 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
8 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
9 2699(f)(2)(B)(ii).

10 35. Plaintiff is further informed and believes, and based thereon alleges that Defendants
11 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor
12 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
13 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
14 applicable to their employment; any allowances claimed as part of the minimum wage; the regular
15 payday designated by Defendants; the name of the employer, including any "doing business as"
16 names used by the employer; the physical address of the employer's main office and the telephone
17 number of the employer; the name, address and telephone number of the workers' compensation
18 insurance carrier; information regarding paid sick leave; and other pertinent information required to
19 be disclosed by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that
20 Defendants' failure to provide such information, including rates of pay that are in effect, has
21 permitted Defendants to pay employees at rates of pay that were not agreed upon and violate
22 minimum wage and overtime wage laws in California. Plaintiff is informed and believes that
23 Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and other Aggrieved
24 Employees personally suffered these violations. Plaintiff is further informed and believes, and based
25 thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious,
26 fraudulent, or oppressive. Among other relief, employees may collect from Defendants in
27 connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and
28

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

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

26 37. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
27 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
28

1 the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
2 Employees pursuant to PAGA.

3 **FIRST AND ONLY CAUSE OF ACTION**

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

5 38. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
6 preceding paragraphs as though fully set forth hereat.

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

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

13 40. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
14 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
15 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
16 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
17 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
18 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
19 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

20 41. At all relevant times herein, Defendants have had a consistent policy or practice of
21 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
22 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
23 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
24 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
25 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
26 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
27 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
28 violation in connection with each payment that was made in violation of Labor Code section 204.

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1 to recover underpaid wages;

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

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

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

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

15 Violation of Labor Code § 1174.5

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

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

26 51. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
27 every person employing labor in California to “[k]eep, at a central location in the state or at the
28 plants or establishments at which employees are employed, payroll records showing the hours

1 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
2 piece rate paid to, employees employed at the respective plants or establishments. These records
3 shall be kept in accordance with rules established for this purpose by the commission, but in any
4 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
5 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
6 earned.”

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

12 53. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
13 willfully failed to keep adequate or accurate time records including wage statements and similar
14 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
15 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
16 under Labor Code section 1174.

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

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Violation of Labor Code § 1197.1

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

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

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

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

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

57. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one

1 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
2 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
3 subsequent violation.

4 Civil Penalties Under Labor Code § 2699

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

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

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

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

20 **PRAYER**

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

- 23 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
24 1174.5, 1197.1, and 2699;
- 25 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
26 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 27 C. For equitable, including, without limitation, injunctive relief;
- 28 C. Pre-judgment and post-judgment interest;

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- D. For costs of suit incurred herein; and
- E. Such other and further relief as the Court deems just and proper.

Dated: February 4, 2026 BIBIYAN LAW GROUP, P.C.

BY: /s/ Calyn V. Hadlock
MOLLY DESARIO
CALYN V. HADLOCK
Attorneys for Plaintiff MATTHEW
UNDERWOOD and on behalf of all other
Aggrieved Employees