

09/04/2026

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as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

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

Plaintiff

v.

Plum Healthcare Group, LLC, a California
limited liability company; Ash Holdings, LLC,
a California limited liability company; Daisy
Holdings, LLC, a California limited liability
company; Bilberry Holdings, LLC, a Delaware
limited liability company; Birch Holdings,
LLC, a California limited liability company;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: **26CV021659**

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 EMIR WHITTAKER (“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 Plum Healthcare
7 Group, LLC, a California limited liability company, and any of its respective subsidiaries or
8 affiliated companies within the State of California (“Plum Healthcare Group”); Ash Holdings, LLC,
9 a California limited liability company, and any of its respective subsidiaries or affiliated companies
10 within the State of California (“Ash Holdings”); Daisy Holdings, LLC, a California limited liability
11 company, and any of its respective subsidiaries or affiliated companies within the State of California
12 (“Daisy Holdings”); Bilberry Holdings, LLC, a Delaware limited liability company, and any of its
13 respective subsidiaries or affiliated companies within the State of California (“Bilberry Holdings”);
14 Birch Holdings, LLC, a California limited liability company, and any of its respective subsidiaries
15 or affiliated companies within the State of California (“Birch Holdings”) (hereinafter, Plum
16 Healthcare Group, Ash Holdings, Daisy Holdings, Bilberry Holdings, and Birch Holdings
17 collectively, with DOES 1 through 100, as further defined below, “Defendants”) as a proxy of the
18 Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of
19 Plaintiff and all Aggrieved Employees that worked for Defendants during the PAGA Period.
20 Specifically, in connection with any alleged claims for failure to comply with Labor Code sections
21 200, 201, 202, 203, 204, 210, 226, 226.3, 227.3, 232, 232.5, 432, 432.5, 1198, 1198.5, including
22 restraints on competition, whistleblowing and freedom of speech and applicable Wage Orders,
23 Plaintiff seeks to represent all current and former employees that worked for Defendants during the
24 PAGA Period. On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt
25 current and former employees that worked for Defendants during the PAGA Period. Collectively,
26 these employees are herein referred to as “Aggrieved Employees.” The “PAGA Period” refers to
27 one year preceding the date notice was submitted to the LWDA, continuing past the date of notice
28 to the LWDA until judgement is entered.

PARTIES

2. Plaintiff EMIR WHITTAKER is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-exempt employee with duties that included, but were not limited to, patient care, food preparation for patients, appointment and patient management, scheduling, and physical therapy for patients. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff EMIR WHITTAKER worked for Defendants from approximately June of 2021 through approximately August of 2025.

3. Plaintiff is informed and believes and based thereon alleges that defendant Plum Healthcare Group is, and at all times relevant hereto was, a limited liability company organized and existing under and by virtue of the laws of the State of California and doing business in the County of Sacramento, State of California. At all relevant times herein, Plum Healthcare Group employed Plaintiff and Aggrieved Employees within the State of California.

4. Plaintiff is informed and believes and based thereon alleges that defendant Ash Holdings is, and at all times relevant hereto was, a limited liability company organized and existing under and by virtue of the laws of the State of California and doing business in the County of Sacramento, State of California. At all relevant times herein, Ash Holdings employed Plaintiff and Aggrieved Employees within the State of California.

5. Plaintiff is informed and believes and based thereon alleges that defendant Daisy Holdings is, and at all times relevant hereto was, a limited liability company organized and existing under and by virtue of the laws of the State of California and doing business in the County of Sacramento, State of California. At all relevant times herein, Daisy Holdings employed Plaintiff and Aggrieved Employees within the State of California.

6. Plaintiff is informed and believes and based thereon alleges that defendant Bilberry Holdings is, and at all times relevant hereto was, a limited liability company organized and existing under and by virtue of the laws of the State of Delaware and doing business in the County of Sacramento, State of California. At all relevant times herein, Bilberry Holdings employed Plaintiff and Aggrieved Employees within the State of California.

1 7. Plaintiff is informed and believes and based thereon alleges that defendant Birch
2 Holdings is, and at all times relevant hereto was, a limited liability company organized and existing
3 under and by virtue of the laws of the State of California and doing business in the County of
4 Sacramento, State of California. At all relevant times herein, Birch Holdings employed Plaintiff and
5 Aggrieved Employees within the State of California.

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

13 **JOINT LIABILITY ALLEGATIONS**

14 9. Plaintiff is informed and believes, and based thereon alleges, that each defendant
15 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
16 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are
17 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
18 to “Defendants,” it shall include Plum Healthcare Group, Ash Holdings, Daisy Holdings, Bilberry
19 Holdings, Birch Holdings, and any of their parent, subsidiary, or affiliated companies within the
20 State of California, as well as DOES 1 through 100 identified herein.

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

26 11. All of the acts and conduct described herein of each and every corporate defendant
27 was duly authorized, ordered, and directed by the respective and collective defendant corporate
28 employers, and the officers and management-level employees of said corporate employers. In

1 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
2 their said employees, agents, and representatives, and each of them; and upon completion of the
3 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
4 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
5 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
6 aforementioned corporate employees, agents and representatives.

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

9 **JURISDICTION**

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

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

21 **PAGA REPRESENTATIVE ALLEGATIONS**

22 15. Plaintiff is an "Aggrieved Employee" under PAGA, as Plaintiff was employed by
23 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein.
24 Accordingly, Plaintiff seeks to recover civil penalties under PAGA, plus reasonable attorneys' fees
25 and costs, for Plaintiff and all other Aggrieved Employees of Defendants during the PAGA Period.

26 16. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
27 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
28 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the

1 PAGA allegations described herein is not required.

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

6 18. Pursuant to Labor Code section 2699.3, on or around October 31, 2025, Plaintiff
7 provided written notice of Defendants' violation of various provisions of the Labor Code to the
8 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

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

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

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

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

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

1 Code section 2699(h)(1)-(3).

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

12 **FACTUAL ALLEGATIONS**

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

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

22 27. Upon information and belief, Defendants failed to accurately track and/or pay for all
23 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
24 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
25 including, without limitation, by requiring Plaintiff and Aggrieved Employees to suffer under
26 Defendants' control by waiting in long lines to clock in, to don and doff required uniforms and/or
27 safety gear prior to starting their shift, to attend company meetings and/or trainings off the clock, to
28 answer phone calls or text messages off the clock, and to go through temperature checks off the

1 clock. By way of example, Plaintiff and, upon information and belief, Aggrieved Employees had to
2 answer text messages and phone calls from supervisors outside of their regular shift hours and during
3 meal periods.

4 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
6 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
7 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
8 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiff is further
9 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
10 violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
11 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
12 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
13 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

14 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
15 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
16 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
17 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
18 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
19 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; not
20 providing timely meal periods; failing to provide first and second meal periods; providing short
21 meal periods, including without, limitation meal periods that were recorded for less than thirty
22 minutes, and meal periods that may appear on the record to be thirty minutes or longer but in practice
23 were shorter than thirty minutes due to walking time to get to a designated break area; requiring that
24 employees carry cellular telephones or walkie-talkies during meal periods; otherwise requiring on-
25 duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law
26 or during which employees worked. . Plaintiff and other Aggrieved Employees personally suffered
27 these violations. Consequently, Plaintiff is informed and believes, and based thereon alleges, that
28 Defendants violated Labor Code sections 512 and 1198 each day for each Aggrieved Employee

1 during the PAGA Period, and thus each Aggrieved Employee was owed one hour of premium pay
2 at their regular rate of pay for each day worked during the PAGA Period under Labor Code section
3 226.7. However, Plaintiff is informed and believes that those premium payments under Labor Code
4 section 226.7 were not made for these non-compliant meal periods, either at all or at the proper
5 regular rate of pay. Defendants would thus be liable for civil penalties pursuant to Labor Code
6 sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize
7 the taking of compliant meal periods and for failing to provide premium pay under Labor Code
8 section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
9 informed and believes, and based thereon alleges, that Defendants' conduct that gave rise to such
10 violations and was malicious, fraudulent, or oppressive. As such, Defendants are further liable for
11 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

12 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
14 including, without limitation, work over four-hour periods (or major fractions thereof) without
15 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
16 and complete ten-minute rest periods in which the employees are completely relieved of all of their
17 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
18 rest periods by, without limitation, failing to provide rest periods all together; interrupting rest
19 periods; and otherwise requiring on-duty/on-call rest periods. Plaintiff and other Aggrieved
20 Employees personally suffered these violations. Consequently, Plaintiff is informed and believes,
21 and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each
22 Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed
23 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period
24 under Labor Code section 226.7. However, Plaintiff is informed and believes that those premium
25 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
26 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
27 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
28 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking

1 of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7,
2 or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
3 and based thereon alleges, that Defendants' conduct above gave rise to such violations and was
4 malicious, fraudulent, or oppressive. As such, Defendants are further liable for civil penalties
5 pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

1 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
2 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Thus,
3 Defendants would further be liable for civil penalties pursuant to Labor Code section
4 2699(f)(2)(B)(ii).

5 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
6 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
7 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
8 failing to pay all overtime wages owed; all minimum wages owed; vacation pay and paid time off,
9 as set forth above, among other things. Consequently, Plaintiff is informed and believes, and based
10 thereon alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198 each pay
11 period for each Aggrieved Employee during the PAGA Period, and thus Plaintiff and each
12 Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code
13 section 203 for each pay period worked during the PAGA Period. However, Plaintiff is informed
14 and believes that those penalties under Labor Code section 203 were not made for these violations
15 of Labor Code sections 201, 202, and 203. Defendants would thus be liable for civil penalties
16 pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
17 and 2699(j). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
18 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
19 Defendants would further be liable for civil penalties pursuant to Labor Code section
20 2699(f)(2)(B)(ii).

21 33. Plaintiff is informed and believes, and based thereon alleges that Defendants also
22 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
23 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal
24 vehicles (*i.e.*, mileage and gas), purchasing uniforms, separately laundering mandatory uniforms,
25 the purchase of tools, medical equipment, and safety equipment, and use of personal cellular phone,
26 in direct consequence of the discharge of their duties, or of their obedience to the directions of
27 Defendants, as required by Labor Code sections 1198, 2800, 2802, and other statutory and common
28 law offenses. As a result, Plaintiff and other Aggrieved Employees have personally suffered these

1 violations and Defendants are liable to reimburse Plaintiff and other Aggrieved Employees for these
2 costs incurred in furtherance of work duties. Defendants would thus be liable for civil penalties
3 pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
4 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
5 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
6 Defendants would further be liable for civil penalties pursuant to Labor Code section
7 2699(f)(2)(B)(ii).

8 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
9 and have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid
10 time off and vacation time owed upon separation of employment as wages at their final rate of pay
11 in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Plaintiff and other
12 Aggrieved Employees have personally suffered these violations and Defendants would be liable for
13 civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and
14 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and
15 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
16 was malicious, fraudulent, or oppressive. Therefore, Defendants would further be liable for civil
17 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

6 36. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
7 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
8 statements and similar payroll documents under Labor Code section 226, documents signed to
9 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
10 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
11 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Defendants
12 also failed to provide these documents to Plaintiff and other Aggrieved Employees upon request
13 September 3, 2025, in violation of these Labor Code sections. Plaintiff and the Aggrieved
14 Employees personally suffered these violations, which in turn would entitle Plaintiff and other
15 Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants
16 would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699.
17 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above
18 gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would further
19 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

20 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 required or require the execution of a release of claim or right on account of wages due, or to become
22 due, or made as an advance on wages to be earned, including, without limitation, as a condition of
23 being paid, to execute a statement of the hours worked during a pay period in which Defendants
24 knew to be false. As such, Plaintiff is informed and believe, and based thereon alleges that
25 Defendants violated Labor Code sections 206.5 and 1198, and that Plaintiff and other Aggrieved
26 Employees have personally suffered these violations. Plaintiff is further informed and believes, and
27 based thereon alleges, that Defendants' conduct above gave rise to such violations and was
28 malicious, fraudulent, or oppressive. Defendants would be liable for civil penalties pursuant to

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

4 38. Plaintiff is further informed and believes, and based thereon alleges that Defendants
5 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor
6 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
7 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
8 applicable to their employment; any allowances claimed as part of the minimum wage; the regular
9 payday designated by Defendants; the name of the employer, including any “doing business as”
10 names used by the employer; the physical address of the employer’s main office and the telephone
11 number of the employer; the name, address and telephone number of the workers’ compensation
12 insurance carrier; information regarding paid sick leave; and other pertinent information required to
13 be disclosed by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that
14 Defendants’ failure to provide such information, including rates of pay that are in effect, has
15 permitted Defendants to pay employees at rates of pay that were not agreed upon and violate
16 minimum wage and overtime wage laws in California. Plaintiff is informed and believes that
17 Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and other Aggrieved
18 Employees personally suffered these violations. Plaintiff is further informed and believes, and based
19 thereon alleges, that Defendants’ conduct above gave rise to such violations and was malicious,
20 fraudulent, or oppressive. Among other relief, employees may collect from Defendants in
21 connection with these violations’ civil penalties pursuant to Labor Code sections 558, 1198 and
22 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
23 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

24 39. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
25 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or
26 disclosing the skills, knowledge and experience they obtained at Defendants for purposes of
27 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
28 Employees from disclosing their wages in negotiating a new job with a prospective employer, and

1 from disclosing who else works at Defendants and under what circumstances that they might be
2 receptive to an offer from a rival employer. As such, Plaintiff is informed and believes that this
3 violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof,
4 various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5,
5 subdivision (k), and 1198, and that Plaintiff and other Aggrieved Employees have personally
6 suffered these violations. Plaintiff is 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 be liable for civil penalties pursuant to Labor Code sections 1198 and
9 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
10 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

11 40. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
12 has a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing
13 violations of state and federal law, either within to their managers or outside to private attorneys or
14 government officials, among others, in violation of Labor Code section 1102.5. Plaintiff and other
15 Aggrieved Employees personally suffered these violations. In addition, Plaintiff is informed and
16 believes that these policies and/or practices prevent Plaintiff and other Aggrieved Employees from
17 disclosing information about unsafe or discriminatory working conditions, or about wage and hour
18 violations in violation of Labor Code sections 232, 232.5 and 1198. Plaintiff and other Aggrieved
19 Employees personally suffered these violations of the Labor Code, and as such, these violations
20 would expose Defendants to liability for civil penalties pursuant to Labor Code sections 1198 and
21 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and
22 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
23 was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties
24 pursuant to Labor Code section 2699(f)(2)(B)(ii).

25 41. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
26 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in
27 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
28 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections

1 96(k), 98.6, 232, 232.5, 1197.5(k), and 1198. Plaintiff and other Aggrieved Employees personally
2 suffered these violations. Plaintiff is informed and believes that this lawful conduct includes,
3 without limitation, the exercise of Plaintiff and other Aggrieved Employee's constitutional rights of
4 freedom of speech and economic liberty and would thus expose Defendants to liability for civil
5 penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections
6 2699(e)(1) and 2699(k). 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 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
11 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
12 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
13 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
14 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
15 purported confidentiality agreements, purported severance agreements, or purported release
16 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or
17 Aggrieved Employees by Defendants. Defendants also required Plaintiff and Aggrieved Employees
18 to inform prospective employers of Defendants' restrictions of Plaintiff's and Aggrieved
19 Employees' freedom to work. As a result, Plaintiff is informed and believes that Defendants violated
20 Labor Code sections 432.5 and 1198. As such, Plaintiff is informed and believes, and based thereon
21 alleges, that Plaintiff and other Aggrieved Employees personally suffered these violations, and that
22 Defendants violated, without limitation, Labor Code section 432.5 and Government Code section
23 12952, entitling Plaintiff and other Aggrieved Employees to damages. Plaintiff is further informed
24 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations
25 and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties
26 pursuant to Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections
27 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor
28 Code section 2699(f)(2)(B)(ii).

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

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

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1 **FIRST AND ONLY CAUSE OF ACTION**

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

3 45. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
4 preceding paragraphs as though fully set forth hereat.

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

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

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

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

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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 54. 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 55. 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 56. 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 57. 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 58. 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 59. 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 60. 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 61. 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.

21 Violation of Labor Code § 1197.1

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

28 (1) For any initial violation that is intentionally committed, one hundred dollars

1 (\$100) for each underpaid employee for each pay period for which the
2 employee is underpaid. This amount shall be in addition to an amount
3 sufficient to recover underpaid wages, liquidated damages pursuant to Section
4 1194.2, and any applicable penalties imposed pursuant to Section 203.

5 (2) For each subsequent violation for the same specific offense, two hundred fifty
6 dollars (\$250) for each underpaid employee for each pay period for which the
7 employee is underpaid regardless of whether the initial violation is
8 intentionally committed. This amount shall be in addition to an amount
9 sufficient to recover underpaid wages, liquidated damages pursuant to Section
10 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

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

18 64. As a direct and proximate result of the herein-described Labor Code violations,
19 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
20 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one
21 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
22 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
23 subsequent violation.

24 Civil Penalties Under Labor Code § 2699

25 65. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
26 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
27 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
28 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil

1 action brought by an Aggrieved Employee on behalf of himself or herself and other current or former
2 employees pursuant to the procedures specified in Labor Code section 2699.3.

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

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

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

12 **PRAYER**

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

15 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
16 1174.5, 1197.1, and 2699;

17 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
18 210, 226.3, 558, 1174.5, 1197.1, and 2699;

19 C. For equitable, including, without limitation, injunctive relief;

20 C. Pre-judgment and post-judgment interest;

21 D. For costs of suit incurred herein; and;

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E. Such other and further relief as the Court deems just and proper.

Dated: September 4, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Austin Reid

SARAH H. COHEN

RAFAEL YEDOYAN

AUSTIN REID

Attorneys for Plaintiff EMIR WHITTAKER
and on behalf of all other Aggrieved
Employees