

1 **BIBIYAN LAW GROUP, P.C.**

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

3 *sarah@tomorrowlaw.com*

4 1460 Westwood Boulevard

5 Los Angeles, California 90024

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

7 Attorneys for Plaintiff JACQUELINE MORENO,
8 as an Aggrieved Employee, and on behalf of all other
9 Aggrieved Employees

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

12 JACQUELINE MORENO, as an Aggrieved
13 Employee, and on behalf of all other
14 Aggrieved Employees under the Labor Code
15 Private Attorneys' General Act of 2004,

16 Plaintiff

17 v.

18 WHITTIER COLLEGE, a California nonprofit
19 corporation; and DOES 1 through 100,
20 inclusive,

21 Defendants.

CASE NO.: **26STCV03924**

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 JACQUELINE MORENO (“Plaintiff”), as an Aggrieved Employee, and on behalf
2 of all other Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004,
3 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 WHITTIER
7 COLLEGE, a California corporation, and any of its respective subsidiaries or affiliated companies
8 within the State of California (“WHITTIER COLLEGE” collectively, with DOES 1 through 100,
9 as further defined below, “Defendants”) as a proxy of the Labor and Workforce Development
10 Agency of the State of California (“LWDA”), on behalf of Plaintiff and all Aggrieved Employees
11 that worked for Defendants during the PAGA Period. Specifically, in connection with any alleged
12 claims for failure to comply with Labor Code sections 201, 202, 203, 204, 210, 223, 226, 226.2,
13 226.3, 226.7, 432, 512, 551, 552, 558, 1174, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1,
14 2800, 2802, 2699, as well as applicable Wage Orders, Plaintiff seeks to represent all current and
15 former employees that worked for Defendants during the PAGA Period. On all other claims
16 mentioned herein, Plaintiff seeks to represent only non-exempt current and former employees that
17 worked for Defendants during the PAGA Period. Collectively, these employees are herein referred
18 to as “Aggrieved Employees.” The “PAGA Period” refers to three years preceding the date notice
19 was submitted to the LWDA, continuing past the date of notice to the LWDA into perpetuity.

20 **PARTIES**

21 2. Plaintiff JACQUELINE MORENO is a resident of the State of California. At all
22 relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 employed Plaintiff as a non-exempt employee. Plaintiff worked as an Academic Department
24 Management Support with duties that included, but were not limited to, supporting administration,
25 managing budgets, handling records and purchases, assisting with grants, and assisting staff and
26 students. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff JACQUELINE
27 MORENO worked for Defendants from approximately July of 2024 through approximately January
28 of 2025.

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

6 4. 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 5. 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 WHITTIER, and any of their parent, subsidiary, or affiliated
19 companies within the State of California, as well as DOES 1 through 100 identified herein.

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

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

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

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

8 **JURISDICTION**

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

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

20 **PAGA REPRESENTATIVE ALLEGATIONS**

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

26 12. 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 13. 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 14. Pursuant to Labor Code section 2699.3, on or around October 3, 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 15. 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 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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 perform work related
26 tasks while clocked out for meal periods.

27 24. Moreover, Plaintiff is informed and believes, and based thereon alleges, that
28 Defendants further violated Labor Code sections 223, 551, 552, 1194, 1198 and applicable Wage

1 Orders based on its practice of providing total compensation that is less than the required legal
2 overtime compensation for the overtime worked, entitling Plaintiff and other Aggrieved Employees
3 to damages, including, without limitation, unpaid overtime wages each day worked by each
4 Aggrieved Employee during the PAGA Period. Plaintiff is further informed and believes, and based
5 thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious,
6 fraudulent, and/or oppressive. Defendants would also be liable for civil penalties pursuant to Labor
7 Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699, or injunctive relief
8 under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties
9 pursuant to Labor Code section 2699(f)(2)(B)(ii). Plaintiff is informed and believes, and based
10 thereon alleges, that Defendants violated, without limitation, Labor Code sections 223, 551, 552,
11 1197, 1182.12, and applicable Wage Orders based on its continued failure to pay minimum and
12 overtime wages for all hours worked. Thus, Plaintiff and other Aggrieved Employees are entitled to
13 actual and liquidated damages under, without limitation, Labor Code sections 1194, 1194.2, and
14 1198. Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct
15 above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would
16 also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these
17 wages), 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
18 Defendants would further be liable for civil penalties pursuant to Labor Code section
19 2699(f)(2)(B)(ii).

20 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
21 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
22 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
23 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
24 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
25 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; not
26 providing timely meal periods; failing to provide first and second meal periods; providing short
27 meal periods, including without limitation, requiring that employees carry cellular telephones during
28 meal periods; otherwise requiring on-duty/on-call meal periods. By way of example, Plaintiff, and

1 upon information and belief, Aggrieved Employees, were not given ten minute rest periods, but
2 were only provided a sixty minute on duty/on call meal period, which was often interrupted. .
3 Plaintiff and other Aggrieved Employees personally suffered these violations. Consequently,
4 Plaintiff is informed and believes, and based thereon alleges, that Defendants violated Labor Code
5 sections 512 and 1198 each day for each Aggrieved Employee during the PAGA Period, and thus
6 each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each
7 day worked during the PAGA Period under Labor Code section 226.7. However, Plaintiff is
8 informed and believes that those premium payments under Labor Code section 226.7 were not made
9 for these non-compliant meal periods, either at all or at the proper regular rate of pay. Defendants
10 would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely
11 pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant meal
12 periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief
13 under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon
14 alleges, that Defendants' conduct that gave rise to such violations and was malicious, fraudulent, or
15 oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code section
16 2699(f)(2)(B)(ii).

17 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
19 including, without limitation, work over four-hour periods (or major fractions thereof) without
20 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
21 and complete ten-minute rest periods in which the employees are completely relieved of all of their
22 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
23 rest periods by, without limitation, failing to provide rest periods all together; failing to provide rest
24 periods that were at least ten minutes in length; requiring that rest periods be bundled and taken
25 together and/or with meal periods; interrupting rest periods; requiring Aggrieved Employees to carry
26 cellular telephones during rest periods; not providing rest periods in a timely fashion; and otherwise
27 requiring on duty/on-call rest periods. Plaintiff and other Aggrieved Employees personally suffered
28 these violations. Consequently, Plaintiff is informed and believes, and based thereon alleges, that

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

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

1 to pay at the proper overtime rate), thus resulting in a failure to reflect gross and net wages earned
2 and paid at each rate, as well. Consequently, Plaintiff is informed and believes, and based thereon
3 alleges, that Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved
4 Employee during the PAGA Period, and that, thus Plaintiff and each Aggrieved Employee
5 personally suffered these violations and was owed penalties under Labor Code section 226 for each
6 pay period worked during the PAGA Period. Plaintiff is informed and believes that those penalties
7 under Labor Code section 226 were not paid for these violations of Labor Code section 226.
8 Defendants would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558,
9 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
10 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
11 violations and was malicious, fraudulent, or oppressive. Thus, Defendants would further be liable
12 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
14 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
15 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
16 failing to pay all overtime wages owed, including for failure to pay at overtime the proper rate of
17 pay; all minimum wages; and all premium pay owed; as set forth above, among other things.
18 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated
19 Labor Code sections 201, 202 203, and 1198 each pay period for each Aggrieved Employee during
20 the PAGA Period, and thus Plaintiff and each Aggrieved Employee personally suffered these
21 violations and was owed penalties under Labor Code section 203 for each pay period worked during
22 the PAGA Period. However, Plaintiff is informed and believes that those penalties under Labor
23 Code section 203 were not made for these violations of Labor Code sections 201, 202, and 203.
24 Defendants would thus be liable for civil penalties pursuant to Labor Code sections 558, 1198 and
25 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Plaintiff is further informed and
26 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
27 was malicious, fraudulent, or oppressive. As such, Defendants would further be liable for civil
28 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

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

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

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

19 **FIRST AND ONLY CAUSE OF ACTION**

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

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

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

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

1 35. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
2 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
3 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
4 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
5 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
6 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
7 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

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

17 Civil Penalties Under Labor Code § 226.3

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

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

25 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
26 and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
27 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements
28 that accurately reflect gross wages earned; total hours worked; net wages earned; the name and

1 address of each employer with whom they have been placed to work; all applicable hourly rates in
2 effect during the pay period and the corresponding number of hours worked at each hourly rate; the
3 legal name of the employer; and other such information as required by Labor Code section 226,
4 subdivision (a).

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

10 Violation of Labor Code § 558

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

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

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

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

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

26 43. As a direct and proximate result of the herein-described Labor Code violations,
27 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
28 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars

1 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
2 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

3 Violation of Labor Code § 1174.5

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

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

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

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

28 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants have

1 willfully failed to keep adequate or accurate time records including wage statements and similar
2 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
3 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
4 under Labor Code section 1174.

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

9 Violation of Labor Code § 1197.1

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

16 (1) For any initial violation that is intentionally committed, one hundred dollars
17 (\$100) for each underpaid employee for each pay period for which the
18 employee is underpaid. This amount shall be in addition to an amount
19 sufficient to recover underpaid wages, liquidated damages pursuant to Section
20 1194.2, and any applicable penalties imposed pursuant to Section 203.

21 (2) For each subsequent violation for the same specific offense, two hundred fifty
22 dollars (\$250) for each underpaid employee for each pay period for which the
23 employee is underpaid regardless of whether the initial violation is
24 intentionally committed. This amount shall be in addition to an amount
25 sufficient to recover underpaid wages, liquidated damages pursuant to Section
26 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

1 employee.”

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

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

12 Civil Penalties Under Labor Code § 2699

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

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

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

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

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1 **PRAYER**

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

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

12 Dated: February 5, 2026

BIBIYAN LAW GROUP, P.C.

13
14 BY: /s/ Sarah H. Cohen

15 SARAH H. COHEN

16 Attorneys for Plaintiff JACQUELINE
17 MORENO and on behalf of all other
18 Aggrieved Employees
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