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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – TORRANCE COURTHOUSE**

ARLENE PARRA and SHALOMA SMITH,
individually, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiffs,

vs.

MARKSMAN SECURITY CORPORATION,
a Florida corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 23TRCV01864

**FIRST AMENDED COMPLAINT FOR
ENFORCEMENT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, CALIFORNIA LABOR CODE §
2698, ET SEQ.**

Violation of California Labor Code § 2698,
et seq. (California Labor Code Private
Attorneys General Act of 2004)

COMES NOW, Plaintiff ARLENE PARRA (“Plaintiff Parra”) and Plaintiff SHALOMA SMITH (“Plaintiff Smith”) (together, the “Plaintiffs”), individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”), and allege as follows:

JURISDICTION AND VENUE

1. This representative action is brought pursuant to the California Labor Code section 2698, et seq. The civil penalties sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiffs, including claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. Unless otherwise specified, all citations and references to the Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq. are to the version of statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action pursuant to California Labor Code section 2699(v)(1), as amended, because the notices to the Labor and Workforce Development Agency were filed prior to June 19, 2024.

3. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

4. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

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5. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, and/or transacts business in the State of California, including the County of Los Angeles. The majority of the acts and omissions alleged herein relating to Plaintiffs and the other aggrieved employees took place in the State of California, including the County of Los Angeles.

PARTIES

6. Plaintiff ARLENE PARRA is an individual residing in the State of California, County of Los Angeles.

7. Plaintiff SHALOMA SMITH is an individual residing in the State of California, County of Orange.

8. Defendant MARKSMAN SECURITY CORPORATION at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

9. At all relevant times, MARKSMAN SECURITY CORPORATION was the “employer” of Plaintiffs within the meaning of all applicable state laws and statutes.

10. At all times herein relevant, MARKSMAN SECURITY CORPORATION and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

11. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue said defendants by such fictitious names. Plaintiffs are informed and believe, and based on that information and belief allege, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully

1 caused the injuries and damages to Plaintiffs as alleged in this Complaint. Plaintiffs will
2 seek leave of court to amend this Complaint to show the true names and capacities when the
3 same have been ascertained.

4 12. MARKSMAN SECURITY CORPORATION and DOES 1 through 100 will
5 hereinafter collectively be referred to as "Defendants."

6 13. Plaintiffs further allege that Defendants including the unknown defendants
7 identified as DOES, directly or indirectly controlled or affected the working conditions,
8 wages, working hours, and conditions of employment of Plaintiffs and the other aggrieved
9 employees so as to make each of said Defendants employers and employers liable under the
10 statutory provisions set forth herein.

11 **PAGA ALLEGATIONS**

12 14. At all times herein set forth, PAGA was applicable to Plaintiffs' employment
13 by Defendants.

14 15. At all times herein set forth, PAGA provides that any provision of law under
15 the California Labor Code that provides for a civil penalty to be assessed and collected by the
16 LWDA for violations of the California Labor Code may, as an alternative, be recovered
17 through a civil action brought by an aggrieved employee on behalf of herself and other
18 current or former employees pursuant to procedures outlined in California Labor Code
19 section 2699.3.

20 16. Pursuant to PAGA, a civil action under PAGA may be brought by an
21 "aggrieved employee," who is any person that was employed by the alleged violator and
22 against whom one or more of the alleged violations was committed.

23 17. Plaintiffs were employed by Defendants and the alleged violations were
24 committed against them during their time of employment and they are, therefore, aggrieved
25 employees. Plaintiffs and the other employees are "aggrieved employees" as defined by
26 California Labor Code section 2699(c) in that they are all current or former employees of
27 Defendants, and one or more of the alleged violations were committed against them.

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1 18. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
2 employee, including Plaintiffs, may pursue a civil action arising under PAGA after the
3 following requirements have been met:

- 4 a. The aggrieved employee shall give written notice by online submission
5 (hereinafter “Employee’s Notice”) to the Labor & Workforce
6 Development Agency (hereinafter “LWDA”) and by U.S. Certified
7 Mail to the employer of the specific provisions of the California Labor
8 Code alleged to have been violated, including the facts and theories to
9 support the alleged violations.
- 10 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
11 employer and the aggrieved employee by certified mail that it does not
12 intend to investigate the alleged violation within sixty (60) calendar
13 days of the postmark date of the Employee’s Notice. Upon receipt of
14 the LWDA Notice, or if the LWDA Notice is not provided within
15 sixty-five (65) calendar days of the postmark date of the Employee’s
16 Notice, the aggrieved employee may commence a civil action pursuant
17 to California Labor Code section 2699 to recover civil penalties in
18 addition to any other penalties to which the employee may be entitled.

19 19. On April 5, 2023, Plaintiff Parra provided written notice by online submission
20 to the LWDA and by U.S. Certified Mail to Defendant MARKSMAN SECURITY
21 CORPORATION of the specific provisions of the California Labor Code alleged to have
22 been violated, including the facts and theories to support the alleged violations. Plaintiff
23 Parra has not received an LWDA Notice within sixty-five (65) calendar days of the date of
24 Plaintiff Parra’s notice.

25 20. On September 28, 2023, Plaintiff Smith provided written notice by online
26 submission to the LWDA and by U.S. Certified Mail to Defendant MARKSMAN
27 SECURITY CORPORATION of the specific provisions of the California Labor Code
28 alleged to have been violated, including the facts and theories to support the alleged

violations. Plaintiff Smith has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff Smith's notice.

21. Therefore, Plaintiffs have satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code sections 96, 98.6, 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, et seq., 432, 510, 512, 551, 552, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2800, 2802, and 2810.5 and applicable Industrial Welfare Commission Wage Orders, including, *inter alia*, Wage Order Nos. 1-2001, 4-2001, 5-2001, 7-2001, 9-2001, and 16-2001.

GENERAL ALLEGATIONS

22. At all relevant times set forth herein, Defendants employed Plaintiffs and other aggrieved hourly-paid or non-exempt employees who worked for any of the Defendants in the State of California (hereinafter collectively referred to as the "other aggrieved employees").

23. Defendants, jointly and severally, employed Plaintiff Parra as an hourly-paid, non-exempt employee from approximately June 2022 to approximately August 2022 in the State of California, County of Los Angeles.

24. Defendants, jointly and severally, employed Plaintiff Smith as an hourly-paid, non-exempt employee from approximately February 2023 to approximately September 2023 in the State of California, County of Orange.

25. Defendants hired Plaintiffs and the other aggrieved employees, and failed to compensate them for all hours worked, and short, late, interrupted, and/or missed meal periods or rest breaks.

26. Defendants had the authority to hire and terminate Plaintiffs and the other aggrieved employees, to set work rules and conditions governing Plaintiffs' and the other aggrieved employees' employment, and to supervise their daily employment activities.

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27. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs' and the other aggrieved employees' employment for them to be joint employers of Plaintiffs and the other aggrieved employees.

28. Defendants directly hired and paid wages and benefits to Plaintiffs and the other aggrieved employees.

29. Defendants continue to employ hourly-paid or non-exempt employees, within the State of California.

30. Plaintiffs are informed and believe, and based thereon allege, that Plaintiffs, and the other aggrieved employees worked over eight (8) hours in a day, forty (40) hours in a week, and/or over six (6) consecutive days in a workweek during their employment with Defendants.

31. Plaintiffs are informed and believe, and based thereon allege, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. This scheme involved, *inter alia*, failing to pay them for all hours worked and for missed (short, late, interrupted, and altogether missed) meal periods and rest breaks in violation of California law.

32. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled to receive certain wages for overtime compensation and that they were not receiving wages for all overtime hours worked.

33. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to factor all non-discretionary bonuses, incentive pay, meal allowances, gift cards, and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay.

34. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to provide Plaintiffs and the other aggrieved employees the required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission

1 Wage Orders and thus they are entitled to any and all applicable penalties. Defendants'
2 failure included, *inter alia*, failing to provide uninterrupted ten (10) minute rest periods and
3 timely, uninterrupted thirty (30) minute meal periods to Plaintiffs and the other aggrieved
4 employees. Plaintiffs and the other aggrieved employees were required to perform work during
5 meal periods and rest periods, and Defendants incentivized Plaintiffs and the other aggrieved
6 employees to forego statutorily required meal periods and rest periods.

7 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants
8 failed to relieve Plaintiffs and the other aggrieved employees of all duties, failed to relinquish
9 control over Plaintiffs' and the other aggrieved employees' activities, failed to permit
10 Plaintiffs and the other aggrieved employees a reasonable opportunity to take, and impeded
11 or discouraged them from taking thirty (30) minute uninterrupted meal breaks no later than
12 the end of their fifth hour of work for shifts lasting at least six (6) hours, and/or to take
13 second thirty (30) minute uninterrupted meal breaks no later than their tenth hour of work for
14 shifts lasting more than ten (10) hours.

15 36. Plaintiffs are informed and believes, and based thereon allege, that Defendants
16 knew or should have known that Plaintiffs and the other aggrieved employees were entitled
17 to receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the
18 other aggrieved employee's regular rate of pay when a meal period was non-compliant
19 (missed, short, late, or interrupted), and they did not receive all meal periods or payment of
20 one additional hour of pay at Plaintiffs' and the other aggrieved employee's regular rate of
21 pay when a meal period was missed, short, late, or interrupted.

22 37. Plaintiffs are informed and believe, and based thereon allege, that Defendants
23 knew or should have known that Plaintiffs and the other aggrieved employees were entitled
24 to receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the other
25 aggrieved employees' regular rate of pay when a rest period was missed, short, late, and/or
26 interrupted, and they did not receive all rest periods or payment of one additional hour of pay
27 at Plaintiffs' and the other aggrieved employees' regular rate of pay when a rest period was
28 missed, short, late, and/or interrupted.

1 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 failed to provide, authorize, and permit Plaintiffs and the other aggrieved employees to take
3 full, uninterrupted, off-duty rest periods. Defendants failed to make a good faith effort to
4 authorize, permit, and provide such rest breaks in the middle of each work period.
5 Defendants also required Plaintiffs and other aggrieved employees to remain on the premises
6 during rest periods.

7 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants
8 knew or should have known that Plaintiffs and the other aggrieved employees were entitled
9 to receive at least minimum wages for compensation and that they were not receiving at least
10 minimum wages for all hours worked.

11 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants
12 knew or should have known that Plaintiffs and the other aggrieved employees were entitled
13 to receive all wages owed to them upon discharge or resignation, including unpaid overtime
14 wages, double time, vested vacation wages, minimum wages, and meal and rest period
15 premiums, and they did not, in fact, receive all such wages owed to them at the time of their
16 discharge or resignation.

17 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants
18 knew or should have known that Plaintiffs and the other aggrieved employees were entitled
19 to receive all wages owed to them during their employment. Plaintiffs and the other
20 aggrieved employees did not receive payment of all wages, including earned but unpaid
21 overtime wages, double time, vested vacation wages, minimum wages, and meal and rest
22 period premiums, within any time permissible under California Labor Code section 204.

23 42. Plaintiffs are informed and believe, and based thereon allege, that Defendants
24 knew or should have known that Plaintiffs and the other aggrieved employees were entitled
25 to receive complete and accurate wage statements in accordance with California law, but, in
26 fact, they did not receive complete and accurate wage statements from Defendants. The
27 deficiencies included, *inter alia*, the failure to include the total number of hours worked by
28 Plaintiffs and the other aggrieved employees.

43. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Defendants had to keep complete and accurate payroll records for Plaintiffs and the other aggrieved employees in accordance with California law, but, in fact, did not keep complete and accurate payroll records.

44. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled to reimbursement for necessary business-related expenses and costs, including, *inter alia*, the use of personal vehicles for business-related purposes. The deficiencies included, *inter alia*, failing to reimburse Plaintiffs and the other aggrieved employees for the use of personal phones and personal vehicles for business related matters and the purchase of uniforms and PPE in direct consequence of the discharge of their duties, or of their obedience to the directions of Employer, as required by California Labor Code section 2802.

45. Plaintiff Smith is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff Smith and the other aggrieved employees were entitled to the accrual of sick pay in conformity with California law, however Defendants did not provide the legally-required sick pay. Plaintiff Smith is informed and believes, and based thereon alleges, that at all relevant times mentioned herein, Defendants failed to provide Plaintiff Smith and other Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to California law (including, without limitation labor Code section 245, et seq.), and also did not permit its use upon request as contemplated under California laws, to the detriment of Plaintiff Smith and other Aggrieved Employees.

46. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that they had a duty to compensate Plaintiffs and the other aggrieved employees pursuant to California law, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs and the other aggrieved employees that they were properly denied wages, all in order to increase Defendants' profits.

1 47. Plaintiff Smith is informed and believes, and based thereon alleges, that
2 Defendants had and have a policy or practice of preventing Plaintiff Smith and/or Aggrieved
3 Employees from using or disclosing the skills, knowledge and experience they obtained at
4 Defendants for purposes of competing with Defendants, including, without limitation,
5 preventing Employees from disclosing their wages in negotiating a new job with a
6 prospective employer, and from disclosing who else works at Defendants and under what
7 circumstances that they might be receptive to an offer from a rival employer. Plaintiff Smith
8 is informed and believes that this policy and/or practice violates Business and Professions
9 Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the
10 California Labor Code, including California Labor Code sections 232, 232.5, and 1197.5,
11 subdivision (k).

12 48. Plaintiff Smith is informed and believes, and based thereon alleges, that at all
13 relevant times mentioned herein, Defendants had and have a policy of preventing Plaintiff
14 Smith and/or other Aggrieved Employees from disclosing violations of state and federal law,
15 either within Defendants to their managers or outside to private attorneys or government
16 officials, among others, in violation of Business and Professions Code section 17200, and,
17 thus, in violation of Labor Code section 1102.5. In addition, Plaintiff is informed and
18 believes that Defendants' herein-described policies and/or practices prevent Plaintiff and/or
19 other Aggrieved Employees from disclosing information about unsafe or discriminatory
20 working conditions, or about wage and hour violations in violation of Labor Code section
21 232 and 232.5.

22 49. Plaintiff Smith is informed and believes, and based thereon alleges, that
23 Defendants had and have a policy or practice of preventing Plaintiff Smith and/or other
24 Aggrieved Employees from engaging in lawful conduct during non-work hours, thus
25 violating state statutes entitling employees to disclose wages, working conditions, and illegal
26 conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232,
27 232.5, and 1197.5, subdivision (k). Plaintiff Smith is informed and believes that this lawful
28 conduct includes the exercise of Plaintiff Smith' and/or other Aggrieved Employee's

1 constitutional rights of freedom of speech and economic liberty.

2 50. During the relevant time period, Defendants failed to pay overtime wages to
3 Plaintiffs and the other aggrieved employees for all overtime hours worked. Plaintiffs and
4 the other aggrieved employees did not receive overtime compensation at one and one-half
5 times the regular rate for all hours spent performing job duties in excess of eight (8) hours
6 per day, forty (40) hours per week, and/or over six (6) consecutive days in a workweek.

7 51. During the relevant time period, Defendants failed to factor all non-
8 discretionary bonuses, incentive pay, meal allowances, gift cards, and other forms of
9 remuneration into the regular rate of pay for the pay periods where overtime was worked and
10 the additional compensation was earned for the purpose of calculating the overtime rate of
11 pay.

12 52. During the relevant time period, Defendants failed to provide all requisite
13 uninterrupted meal and rest periods to Plaintiffs and the other aggrieved employees.

14 53. During the relevant time period, Defendants required Plaintiffs, and the other
15 aggrieved employees to remain on Defendants' premises during purported rest periods,
16 thereby failing to relieve them of all employer control.

17 54. During the relevant time period, Defendants failed to pay Plaintiffs and the
18 other aggrieved employees at least minimum wages for all hours worked.

19 55. During the relevant time period, Defendants failed to pay Plaintiffs and the
20 other aggrieved employees all wages owed to them upon discharge or resignation.

21 56. During the relevant time period, Defendants failed to pay Plaintiffs and the
22 other aggrieved employees' all wages within any time permissible under California law,
23 including, *inter alia*, California Labor Code section 204.

24 57. During the relevant time period, Defendants failed to provide complete and
25 accurate wage statements to Plaintiffs and the other aggrieved employees.

26 58. During the relevant time period, Defendants failed to provide notice of
27 material terms of employment and other required information, e.g., rates of pay and overtime
28 rates, allowances claimed as part of the minimum wage, the regular pay day, the name,

1 address, and telephone number of the workers' compensation carrier, information regarding
2 paid sick leave, and other pertinent information required by law, to Plaintiffs and other
3 aggrieved employees as required by California Labor Code section 2810.5.

4 59. During the relevant time period, Defendants failed to keep complete and
5 accurate payroll records for Plaintiffs and the other aggrieved employees.

6 60. During the relevant time period, Defendants failed to reimburse Plaintiffs and
7 the other aggrieved employees for all necessary business-related expenses and costs.

8 61. During the relevant time period, Defendants failed to provide Plaintiffs and
9 the other aggrieved employees with a day of rest as required by California Labor Code
10 sections 551 and 552, because they regularly worked in excess of thirty (30) hours in a week
11 and/or six (6) hours in any one (1) day thereof, during workweeks in which they were
12 required to work in excess of six (6) days, without accumulating or being provided the
13 opportunity to take at least one (1) day of rest, and when they accumulated days of rest, they
14 were not actually provided the opportunity to take the equivalent of one (1) day's rest in
15 seven (7) during each calendar month.

16 62. During the relevant time period, Defendants failed to properly compensate
17 Plaintiffs and the other aggrieved employees pursuant to California law in order to increase
18 Defendants' profits.

19 63. During the relevant time period, Defendants failed to comply with Plaintiffs
20 and other aggrieved employees right to inspect and receive a copy of the personnel records
21 that the employer maintains relating to the employee's performance or to any grievance
22 concerning the employee, in violation of California Labor Code sections 432 and 1198.5.

23 64. California Labor Code section 218 states that noting in Article 1 of the Labor
24 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
25 due to him [or her] under this article."

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FIRST CAUSE OF ACTION

Violation of California Labor Code § 2698, et seq.

(Against MARKSMAN SECURITY CORPORATION and DOES 1 through 100)

65. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 64, and each and every part thereof with the same force and effect as though fully set forth herein.

66. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

67. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

68. Plaintiffs and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

69. Defendants’ failure to pay legally required overtime wages to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

70. Defendants’ failure to provide legally required meal periods to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 226.7 and 512(a).

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Failure to Provide Rest Periods

71. Defendants' failure to provide legally required rest periods to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code section 226.7.

Failure to Pay Minimum Wages

72. Defendants' failure to pay legally required minimum wages to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 1194, 1197 and 1197.1.

Failure to Provide Paid Sick Leave and Sick Pay

73. Defendants' failure to accurately credit/accrue their sick time pay, and to provide Plaintiffs and other aggrieved employees with paid sick leave in violation of Labor Code sections 245 through 249 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 245 through 249.

Failure to Provide Notice to Employees

74. Defendants' failure to provide notice containing requisite information in violation of California Labor Code section 2810.5, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 2810.5.

Failure to Timely Pay Wages Upon Termination

75. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes a violation of California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

76. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes a violation of California Labor Code section 204.

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Failure to Provide Complete and Accurate Wage Statements

77. Defendants' failure to provide complete and accurate wage statements to Plaintiffs and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes a violation of California Labor Code section 226(a) and 226.3.

Failure to Keep Complete and Accurate Payroll Records

78. Defendants' failure to keep complete and accurate payroll records relating to Plaintiffs and the other aggrieved employees in accordance with California Labor Code section 1174 constitutes a violation of California Labor Code section 1174 and 1174.5.

Failure to Provide a Copy of Personnel Records

79. Defendants' failure to provide Plaintiffs and other aggrieved employees with their right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 432 and 1198.5.

Failure to Pay Vested Vacation Time

80. Defendants' failure to pay vested vacation time at the final rate of Plaintiffs and the other aggrieved employees upon their resignation or termination constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 227 and 227.3

Failure to Reimburse Necessary Business-Related Expenses and Costs

81. Defendants' failure to reimburse Plaintiffs and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes a violation of California Labor Code sections 2800 and 2802.

Failure to Provide a Day of Rest

82. Defendants' failure to provide at least one day of rest in a seven-day work week to Plaintiffs and other aggrieved employees constitutes unlawful and/or unfair activity prohibited by California Labor Code section 551 and 552.

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**Anti-Competitive Conduct and Limitations on Free Speech and Economic
Liberty**

83. Defendants' prevention of Plaintiff Smith and other aggrieved employees from engaging in lawful conduct during non-work hours and from using or disclosing the skills, knowledge and experience they obtained at Defendants for purposes of competing with Defendants, their wages, who else works at Defendants, under what circumstances employees might be receptive to an offer from a rival employer, working conditions, and illegal conduct, constitutes a violation of California Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5, subdivision (k).

84. Pursuant to California Labor Code section 2699, Plaintiffs, individually, and on behalf of all aggrieved employees, request and are entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010 et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

85. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

86. Further, Plaintiffs are entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiffs, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, request a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually, and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act, pray for relief and judgment against Defendants, jointly and severally, in excess of twenty-five thousand dollars (\$25,000):

As to the First Cause of Action

1. For civil penalties pursuant to California Labor Code sections 2699(a), (f), (g) and 558, costs/expenses, and attorneys' fees for violation of California Labor Code sections 96, 98.6, 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, et seq., 432, 510, 512, 551, 552, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2800, 2802, and 2810.5 and applicable Industrial Welfare Commission Wage Orders, including, *inter alia*, Wage Order Nos. 1-2001, 4-2001, 5-2001, 7-2001, 9-2001, and 16-2001; and

2. For such other and further relief as the Court may deem equitable and appropriate.

1 DATED: November 4, 2025

LAWYERS for JUSTICE, PC

2
3 By: 
4 Joanna Ghosh
5 Brian J. St. John
6 *Attorneys for Plaintiff Arlene Parra*

7 DATED: November 4, 2025

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