

BIBIYAN LAW GROUP, P.C.

Sarah H. Cohen (SBN 330700)

sarah@tomorrowlaw.com

Rafael Yedoyan (SBN 351499)

rafael@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

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

Attorneys for Plaintiff CINDY PAZ,
as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

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

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

Plaintiff

v.

6516 F&B MANAGER, LLC , a California
limited liability company; 6516 HOTEL
MANAGER, LLC, a Delaware limited liability
company; 1541 HOTEL MANAGER LLC, a
Delaware limited liability company doing
business as The Hollywood Grande; 6516
TOMMIE HOLDINGS, LLC, a Delaware
limited liability company; 6516 TOMMIE
HOTEL HOLDINGS, LLC, a Delaware limited
liability company; 6516 TOMMIE LP, a
Delaware limited partnership; TEN FIVE
HOSPITALITY, LLC, a Florida limited
liability company; CONTRACT SERVICES
GROUP, INC., a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: **26STCV28840**

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 CINDY PAZ (“Plaintiff”), as an Aggrieved Employee, and on behalf of all other
2 Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004, alleges as
3 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 6516 F&B
7 MANAGER, LLC , a California limited liability company, and any of its respective subsidiaries or
8 affiliated companies within the State of California (“6516 F&B Manager”); 6516 HOTEL
9 MANAGER, LLC, a Delaware limited liability company, and any of its respective subsidiaries or
10 affiliated companies within the State of California (“6516 Hotel Manager”); 1541 HOTEL
11 MANAGER LLC, a Delaware limited liability company doing business as The Hollywood Grande,
12 and any of its respective subsidiaries or affiliated companies within the State of California (“1541
13 Hotel Manager”); 6516 TOMMIE HOLDINGS, LLC, a Delaware limited liability company, and
14 any of its respective subsidiaries or affiliated companies within the State of California (“6516
15 Tommie Holdings”); 6516 TOMMIE HOTEL HOLDINGS, LLC, a Delaware limited liability
16 company, and any of its respective subsidiaries or affiliated companies within the State of California
17 (“6516 Tommie Hotel Holdings”); 6516 TOMMIE LP, a Delaware limited partnership, and any of
18 its respective subsidiaries or affiliated companies within the State of California (“6516 Tommie
19 LP”); TEN FIVE HOSPITALITY, LLC, a Florida limited liability company, and any of its
20 respective subsidiaries or affiliated companies within the State of California (“Ten Five
21 Hospitality”); and CONTRACT SERVICES GROUP, INC., a California corporation, and any of its
22 respective subsidiaries or affiliated companies within the State of California (“Contract Services
23 Group”) (hereinafter, 6516 F&B Manager, 6516 Hotel Manager, 1541 Hotel Manager, 6516
24 Tommie Holdings, 6516 Tommie Hotel Holdings, 6516 Tommie LP, and Ten Five Hospitality,
25 Contract Services Group collectively, with DOES 1 through 100, as further defined below,
26 “Defendants”) as a proxy of the Labor and Workforce Development Agency of the State of
27 California (“LWDA”), on behalf of Plaintiff and all Aggrieved Employees that worked for
28 Defendants during the PAGA Period. Specifically, in connection with any alleged claims for failure

1 to comply with Labor Code sections 200, 201, 201.3, 202, 203, 204, 210, 226, 226.3, 232, 232.5,
2 432.5, 1198, including whistleblowing and freedom of speech and applicable Wage Orders,
3 Plaintiff seeks to represent all current and former employees that worked for Defendants during the
4 PAGA Period. On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt
5 current and former employees that worked for Defendants during the PAGA Period. Collectively,
6 these employees are herein referred to as “Aggrieved Employees.” The “PAGA Period” refers to
7 one year preceding the date notice was submitted to the LWDA, continuing past the date of notice
8 to the LWDA until judgement is entered.

9 PARTIES

10 2. Plaintiff CINDY PAZ is a resident of the State of California. At all relevant times
11 herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employ
12 Plaintiff as a non-exempt employee. Plaintiff works as a housekeeper with duties that include, but
13 are not limited to, cleaning the premises. Plaintiff is informed and believes, and based thereon
14 alleges, that Plaintiff CINDY PAZ has worked for Defendants from approximately March of 2022
15 through the present.

16 3. Plaintiff is informed and believes and based thereon alleges that defendant 6516 F&B
17 Manager is, and at all times relevant hereto was, a limited liability company organized and existing
18 under and by virtue of the laws of the State of California and doing business in the County of Los
19 Angeles, State of California. At all relevant times herein, 6516 F&B Manager employed Plaintiff
20 and Aggrieved Employees within the State of California.

21 4. Plaintiff is informed and believes and based thereon alleges that defendant 6516
22 Hotel Manager is, and at all times relevant hereto was, a limited liability company organized and
23 existing under and by virtue of the laws of the State of Delaware and doing business in the County
24 of Los Angeles, State of California. At all relevant times herein, 6516 Hotel Manager employed
25 Plaintiff and Aggrieved Employees within the State of California.

26 5. Plaintiff is informed and believes and based thereon alleges that defendant 1541
27 Hotel Manager is, and at all times relevant hereto was, a limited liability company organized and
28 existing under and by virtue of the laws of the State of Delaware and doing business as The

1 Hollywood Grande in the County of Los Angeles, State of California. At all relevant times herein,
2 1541 Hotel Manager employed Plaintiff and Aggrieved Employees within the State of California.

3 6. Plaintiff is informed and believes and based thereon alleges that defendant 6516
4 Tommie Holdings is, and at all times relevant hereto was, a limited liability company organized and
5 existing under and by virtue of the laws of the State of Delaware and doing business in the County
6 of Los Angeles, State of California. At all relevant times herein, 6516 Tommie Holdings employed
7 Plaintiff and Aggrieved Employees within the State of California.

8 7. Plaintiff is informed and believes and based thereon alleges that defendant 6516
9 Tommie Hotel Holdings is, and at all times relevant hereto was, a limited liability company
10 organized and existing under and by virtue of the laws of the State of Delaware and doing business
11 in the County of Los Angeles, State of California. At all relevant times herein, 6516 Tommie Hotel
12 Holdings employed Plaintiff and Aggrieved Employees within the State of California.

13 8. Plaintiff is informed and believes and based thereon alleges that defendant 6516
14 Tommie LP is, and at all times relevant hereto was, a limited partnership existing under and by
15 virtue of the laws of the State of Delaware and doing business in the County of Los Angeles, State
16 of California. At all relevant times herein, 6516 Tommie LP employed Plaintiff and Aggrieved
17 Employees within the State of California.

18 9. Plaintiff is informed and believes and based thereon alleges that defendant Ten Five
19 Hospitality is, and at all times relevant hereto was, a limited liability company organized and
20 existing under and by virtue of the laws of the State of Florida and doing business in the County of
21 Los Angeles, State of California. At all relevant times herein, Ten Five Hospitality employed
22 Plaintiff and Aggrieved Employees within the State of California.

23 10. Plaintiff is informed and believes and based thereon alleges that defendant Contract
24 Services Group is, and at all times relevant hereto was, a corporation existing under and by virtue
25 of the laws of the State of California and doing business in the County of Los Angeles, State of
26 California. At all relevant times herein, Contract Services Group employed Plaintiff and Aggrieved
27 Employees within the State of California.

28 11. The true names and capacities, whether individual, corporate, associate, or otherwise,

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

7 **JOINT LIABILITY ALLEGATIONS**

8 12. Plaintiff is informed and believes, and based thereon alleges, that each defendant
9 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
10 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are
11 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
12 to "Defendants," it shall include 6516 F&B Manager, 6516 Hotel Manager, 1541 Hotel Manager,
13 6516 Tommie Holdings, 6516 Tommie Hotel Holdings, 6516 Tommie LP, Ten Five Hospitality,
14 Contract Services Group, and any of their parent, subsidiary, or affiliated companies within the State
15 of California, as well as DOES 1 through 100 identified herein.

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

21 14. All of the acts and conduct described herein of each and every corporate defendant
22 was duly authorized, ordered, and directed by the respective and collective defendant corporate
23 employers, and the officers and management-level employees of said corporate employers. In
24 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
25 their said employees, agents, and representatives, and each of them; and upon completion of the
26 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
27 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
28 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the

aforementioned corporate employees, agents and representatives.

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

JURISDICTION

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

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

PAGA REPRESENTATIVE ALLEGATIONS

18. Plaintiff is an “Aggrieved Employee” under PAGA, as Plaintiff was employed by Defendants during the PAGA Period and suffered the Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties under PAGA, plus reasonable attorneys’ fees and costs, for Plaintiff and all other Aggrieved Employees of Defendants during the PAGA Period.

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

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

1 21. Pursuant to Labor Code section 2699.3, on or around November 13, 2025, Plaintiff
2 provided written notice of Defendants' violation of various provisions of the Labor Code to the
3 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

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

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

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

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

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

25 27. In the event, the LWDA and/or a court issued a finding or determination to the
26 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
27 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
28 any of them, would be subject to heightened penalties pursuant to Labor Code sections

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

7 **FACTUAL ALLEGATIONS**

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

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

17 30. Upon information and belief, Defendants failed to accurately track and/or pay for all
18 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
19 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
20 including, without limitation, by requiring Plaintiff and Aggrieved Employees to complete pre-shift
21 tasks before clocking in and post-shift tasks after clocking out, to suffer under Defendants' control
22 by waiting in long lines to clock in, and to clock out for meal periods and continue working. By way
23 of example, Plaintiff and, upon information and belief, Aggrieved Employees were required to
24 arrive to work early and to wait in line to clock in before the start of their shifts because there was
25 only one time clock available, located on the second floor of the premises.

26 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
28 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours

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

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

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

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

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

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

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

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

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

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

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

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

14 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
15 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
16 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
17 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
18 limitation, terms known to be illegal in purported arbitration agreements, purported confidentiality
19 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or
20 Aggrieved Employees by Defendants. Defendants also required Plaintiff and Aggrieved Employees
21 to inform prospective employers of Defendants' restrictions of Plaintiff's and Aggrieved
22 Employees' freedom to work. As a result, Plaintiff is informed and believes that Defendants violated
23 Labor Code sections 432.5 and 1198. As such, Plaintiff is informed and believes, and based thereon
24 alleges, that Plaintiff and other Aggrieved Employees personally suffered these violations, and that
25 Defendants violated, without limitation, Labor Code section 432.5 and Government Code section
26 12952, entitling Plaintiff and other Aggrieved Employees to damages. Plaintiff is further informed
27 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations
28 and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties

1 pursuant to Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections
2 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor
3 Code section 2699(f)(2)(B)(ii).

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

8 **FIRST AND ONLY CAUSE OF ACTION**

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

10 42. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
11 preceding paragraphs as though fully set forth hereat.

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

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

18 44. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
19 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
20 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
21 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
22 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
23 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
24 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

25 45. At all relevant times herein, Defendants have had a consistent policy or practice of
26 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
27 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
28 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other

1 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
2 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
3 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
4 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
5 violation in connection with each payment that was made in violation of Labor Code section 204.

6 Civil Penalties Under Labor Code § 226.3

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

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

14 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
15 and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
16 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements
17 that accurately reflect gross wages earned; total hours worked; net wages earned; the name and
18 address of each employer with whom they have been placed to work; all applicable hourly rates in
19 effect during the pay period and the corresponding number of hours worked at each hourly rate; the
20 legal name of the employer; and other such information as required by Labor Code section 226,
21 subdivision (a).

22 49. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
23 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
24 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
25 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
26 period for each subsequent violation.

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1 Violation of Labor Code § 558

2 50. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
3 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
4 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
5 penalty as follows:

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

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

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

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

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

22 Violation of Labor Code § 1174.5

23 53. At all times mentioned herein, Labor Code section 1174, subdivision (b) has
24 required every person employing labor in California to “[a]llow any member of the commission or
25 the employees of the Division of Labor Standards Enforcement free access to the place of business
26 or employment of the person to secure any information or make any investigation that they are
27 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
28 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,

1 or papers of the person.”

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

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

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

19 57. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
20 willfully failed to keep adequate or accurate time records including wage statements and similar
21 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
22 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
23 under Labor Code section 1174.

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

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Violation of Labor Code § 1197.1

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

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

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

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

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

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

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

4 Civil Penalties Under Labor Code § 2699

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

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

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

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

20 **PRAYER**

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

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

1 E. For costs of suit incurred herein; and;

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

3 Dated: September 10, 2026

BIBIYAN LAW GROUP, P.C.

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BY: /s/ Rafael Yedoyan

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SARAH H. COHEN

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RAFAEL YEDOYAN

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Attorneys for Plaintiff CINDY PAZ, and on
behalf of all other Aggrieved Employees

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