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12 Attorneys for Plaintiff, MARISOL DIAZ DE LEON, as an aggrieved employee, and on
13 behalf of all other aggrieved employees,

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES**

12 MARISOL DIAZ DE LEON, as an aggrieved
13 employee, and on behalf of all other aggrieved
14 employees under the labor Code Private
15 Attorneys' General Act of 2004,

16 Plaintiff,

17 v.

18 THUNDERFEI, INC., a California
19 corporation, doing business as "Paradise
20 Buffet"; and DOES 1 through 100, inclusive,

21 Defendants.

CASE NO.: **26STCV01883**

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**

DEMAND FOR JURY TRIAL

[Amount in Controversy Greater Than
\$35,000.00]

COMES NOW plaintiff MARISOL DIAZ DE LEON (“Ms. De Leon” or “Plaintiff”), as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys’ General Act of 2004, and alleges as follows:

JURISDICTION AND VENUE

1. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, et seq. (“PAGA”), against THUNDERFEI, INC. doing business as “Paradise Buffet” (“PARADISE BUFFET”) ; and any of its respective subsidiaries or affiliated companies within the State of California, (PARADISE BUFFET, and DOES 1 through 100, as further defined below, are collectively hereinafter referred to as “Defendants”), as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with the Labor Code. Specifically, in connection with the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 432, 432.3, 510, 512, 558.1, 1102.5, 1174, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2699, 2810.5, 2802 and 6400 *et seq.*, Plaintiff seeks to represent all California employees of Defendants working within one (1) year preceding Plaintiff’s provision of notice to the LWDA of the herein-described Labor Code violations and continuing past the date of Plaintiff’s PAGA Notice letter indefinitely based on Defendants’ continuing violations (“Civil Penalty Period”). On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt employees of Defendants working within the Civil Penalty Period. These employees shall collectively be referred to herein as “Aggrieved Employees”.

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

3. 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

1 and Defendants was due to be performed; the county in which the employment contract, or part of
2 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
3 or some of them, reside or do business. Moreover, the unlawful acts alleged herein have a direct
4 effect on Plaintiff and Aggrieved Employees in Los Angeles County, and because Defendants
5 employ numerous Aggrieved Employees in Los Angeles County.

6 4. Plaintiff is informed and believes and based thereon alleges that, pursuant to
7 California Code of Civil Procedure section 395.5, Venue is proper in this judicial district and the
8 County of Los Angeles because Defendants transact business within this judicial district and conduct
9 alleged by Plaintiff herein occurred in this judicial district. (*See also Crestwood Behavioral Health,*
10 *Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 [venue in a PAGA action is proper in any county
11 where the defendants committed Labor Code violations against some of its employees].)

12 5. Based on information and belief, Plaintiff is an “aggrieved employee” under PAGA,
13 as Plaintiff was employed by Defendants during the applicable statutory period and suffered the
14 Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the
15 term “civil penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the
16 Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.*
17 (“PAGA”), as amended, plus reasonable attorneys’ fees and costs, for Plaintiff and all other
18 aggrieved current and former employees of Defendants during the Civil Penalty Period.

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

23 7. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
24 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 432, 432.3,
25 510, 512, 558.1, 1102.5, 1174, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2699, 2810.5
26 ,2802 and 6400 *et seq.*, among others.

27 8. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
28 such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within

1 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
2 specified in Labor Code section 2699.3.

3 9. On or around November 12, 2025, Plaintiff provided written notice pursuant to Labor
4 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants'
5 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
6 as well as by certified mail, with return receipt requested to Defendants, and each of them.

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

12 11. Insofar as any of the Defendant(s) is/are determined to have satisfied Labor Code
13 sections 2699(g), 2699(h), or otherwise 2699(d)(1), said Defendants, or any that is determined to
14 have satisfied Labor Code sections 2699(g) or (h), is also, in the alternative, liable for civil penalties
15 pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

16 12. Insofar as any of the Defendant(s) is/are determined to have, prior to Plaintiff's
17 PAGA Notice or a request for records under Labor Code sections 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 Plaintiff's PAGA Notice, said Defendant(s) is/are still liable for civil
20 penalties pursuant to Labor Code section 2699(g)(1)-(3).

21 13. Insofar as any of the Defendant(s) is/are deemed to have adequately taken all
22 reasonable steps to be in compliance with all provisions identified in Plaintiff's PAGA Notice within
23 sixty (60) days of receiving Plaintiff's PAGA Notice, said Defendant(s) is/are still liable for civil
24 penalties pursuant to Labor Code section 2699(h)(1)-(3).

25 14. Insofar as the LWDA or a court has issued a finding or determination as to the
26 Defendants, or any of them, that its/their policy(ies) or practice(s) giving rise to such violations
27 was/were unlawful, said Defendant(s) is/are further liable for civil penalties pursuant to Labor Code
28 section 2699(f)(2)(B)(i). Furthermore, insofar as Defendants, or any of them, was/were found to

1 have unlawfully committed some or all of the above-referenced Labor Code violations, said
2 Defendant(s) is/are subject to increased penalties, as applicable, under Labor Code sections
3 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are *not* eligible for reduced penalties under
4 either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the
5 serving of Plaintiff's PAGA Notice.

6 15. Moreover, regardless of the foregoing, because Defendants' conduct giving rise to
7 the violations described herein was and is malicious, fraudulent, and/or oppressive, the Defendants
8 are thus subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor
9 Code sections 2699(g)(3) and 2699(h)(3), are *not* eligible for reduced penalties under either Labor
10 Code section 2699(g) or 2699(h), for remedying violations either prior to or after the Defendants'
11 receipt of Plaintiff's PAGA Notice.

12 16. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
13 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
14 calendar days of the November 12, 2025, postmarked date of the herein-described notice sent by
15 Plaintiff to the LWDA and Defendants.

16 **PAGA REPRESENTATIVE ALLEGATIONS**

17 17. At all relevant times mentioned herein, Defendants had and have a policy or practice
18 of failing to pay overtime wages to Plaintiff and other Aggrieved Employees in the State of
19 California in violation of California state wage and hour laws as a result of, without limitation,
20 Plaintiff and other Aggrieved Employees working over eight (8) hours per day, over twelve (12)
21 hours per day, over forty (40) hours per week, and seven (7) straight work days in a work week
22 without paying them proper overtime wages, as a result of, without limitation, failing to accurately
23 track and/or pay for all minutes and hours actually worked at the proper overtime rate of pay;
24 automatically deducting time from employees' hours worked for meal periods not actually taken or
25 shorter in length than the amount of time deducted; engaging, suffering, or permitting employees to
26 work off the clock, including without limitation, by requiring Plaintiff and other Aggrieved
27 Employees: to remain on-call while clocked out, to complete pre-shift tasks before clocking in, to
28 continue working and/or attending Defendant's work-related requests during attempted meal

1 periods, to make or respond to telephone calls and text messages off the clock; failing to include all
2 forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, and
3 other forms of remuneration into the regular rate of pay for the pay periods where overtime was
4 worked and the additional compensation was earned for the purpose of calculating the overtime rate
5 of pay; failing to pay tips/gratuities in compliance with the Labor Code; rounding time entries to
6 show less hours than actually worked; editing and/or deducting of time from time entries to show
7 less hours than actually worked, all to the detriment of Plaintiff and other Aggrieved Employees.

8 18. At all relevant times mentioned herein, Defendants had and have a practice or policy
9 of failing to compensate Plaintiff and other Aggrieved Employees with minimum wages for all hours
10 worked or otherwise under Defendants' control as a result of, without limitation, failing to
11 accurately track and/or pay for all minutes and hours actually worked at their regular rate of pay that
12 is above the minimum wage including, without limitation, failing to accurately track and/or pay for
13 all hours and minutes worked or otherwise under Defendants' control at the proper rate of pay;
14 automatically deducting time from employees' hours worked for meal periods not actually taken or
15 shorter in length than the amount of time deducted; engaging, suffering, or permitting employees to
16 work off the clock and/or be subject to Defendants' control, including, without limitation; requiring
17 Plaintiff and other Aggrieved Employees: to remain on-call while clocked out, to complete pre-shift
18 tasks before clocking in, to continue working and/or attending to Defendants' work-related requests
19 during attempted meal periods, to make or respond to telephone calls and text messages off the
20 clock; failing to pay tips/gratuities in compliance with the Labor Code; rounding time entries to
21 show less hours than actually worked; editing and/or deducting of time from time entries to show
22 less hours than actually worked, all to the detriment of Plaintiff and other Aggrieved Employees.

23 19. At all relevant times mentioned herein, Defendants had and have a policy or practice
24 of failing to provide Plaintiff and other Aggrieved Employees a full, timely thirty (30) minute
25 uninterrupted meal period for days on which they worked more than five (5) hours in a work day
26 and a second thirty (30) minute uninterrupted meal period for days on which they worked in excess
27 of ten (10) hours in a work day, including, without limitation: by interrupting meal periods; not
28 providing timely meal periods; failing to provide first and second meal periods; providing short

1 meal periods; otherwise requiring on-duty/on-call meal periods, which in turn prevented employees
2 from leaving the premises for meal periods; auto-deducting meal periods that could not be auto-
3 deducted by law or during which employees worked, and failing to provide compensation for such
4 unprovided meal periods as required by California wage and hour laws.

5 20. At all relevant times mentioned herein, Defendants had and have a policy or practice
6 of failing to authorize and permit Plaintiff and other Aggrieved Employees to take rest periods of at
7 least ten (10) minutes per four (4) hours worked or major fraction thereof in which they are
8 completely relieved of all of their duties, including, without limitation: by failing to provide rest
9 periods altogether; requiring that they be bundled together and/or with meal periods; interrupting
10 them; not providing them in a timely fashion; not permitting employees to leave the premises; and
11 otherwise requiring on-duty/on-call rest periods, and failing to provide compensation for such
12 unprovided rest periods as required by California wage and hour laws.

13 21. At all relevant times mentioned herein, Defendants had and have a policy or practice
14 of failing to provide Plaintiff and other Aggrieved Employees the full amount of their wages owed
15 to them upon termination and/or resignation as required by Labor Code sections 201 and 202,
16 including for, without limitation, failing to pay overtime wages, minimum wages, premium wages,
17 and paid time off as well as vacation pay pursuant to Labor Code section 227.3

18 22. At all relevant times mentioned herein, Defendants had and have a policy or practice
19 of failing to provide Plaintiff and other Aggrieved Employees the full amount of their wages for
20 labor performed in a timely fashion as required under Labor Code section 204.

21 23. At all relevant times mentioned herein, Defendants had and have a policy or practice
22 of failing to provide Plaintiff and other Aggrieved Employees with itemized wage statements that
23 accurately reflect gross wages earned; total hours worked; net wages earned; all applicable hourly
24 rates in effect during the pay period and the corresponding number of hours worked at each hourly
25 rate; and other such information as required by Labor Code section 226, subdivision (a). As a result
26 thereof, Defendants have, on occasion, further failed to furnish employees with an accurate
27 calculation of gross and net wages earned, as well as gross and net wages paid.

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1 24. At all relevant times mentioned herein, Defendants had and have a policy or practice
2 of failing to indemnify Plaintiff and other Aggrieved Employees for the costs incurred in purchasing
3 and laundering mandatory work uniforms separately from their regular clothes, and costs incurred
4 in the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence
5 of the discharge of their duties, or of their obedience to the directions of Defendants, as required by
6 Labor Code section 2802, and other statutory and common law offenses.

7 25. At all relevant times mentioned herein, Defendants had and have a policy or practice
8 of failing to comply with Labor Code section 226, subdivision (a) by failing to keep adequate or
9 accurate time records including wage statements and similar payroll documents under Labor Code
10 section 226, intentionally failing to furnish Plaintiff and other Aggrieved Employees with
11 documents signed to obtain or hold employment under Labor Code section 432, personnel records
12 under Labor Code section 1198.5, and time records under Labor Code section 1174, making it
13 difficult for Plaintiff and other Aggrieved Employees to calculate their unpaid wages and/or
14 premium payments, to the detriment of Plaintiff and other Aggrieved Employees.

15 26. At all relevant times mentioned herein, Defendants had and have a policy or practice
16 of failing to timely pay Plaintiff and other Aggrieved Employees, among other wages, all wages
17 owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime
18 wages, minimum wages, premium wages, paid time off and vacation time owed as required by Labor
19 Code sections 201, 202, and 203.

20 27. At all relevant times mentioned herein, Defendants have had a policy or practice of
21 failing to pay Plaintiff and Aggrieved Employees their wages in accordance with Labor Code
22 Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of
23 any calendar month shall be paid for between the 16th and 26th day of the month during which the
24 labor was performed, and labor performed between the 16th and the last day, inclusive of any
25 calendar month, shall be paid for between the 1st and 10th day of the following month" and for
26 payroll periods such as those that are weekly, biweekly, or semimonthly, wages must be paid within
27 seven (7) calendar days following the close of the payroll period in which wages were earned.

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

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

18 30. Defendants had and have a policy or practice of preventing Plaintiff and other
19 Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state
20 statutes entitling employees to disclose wages, working conditions, and illegal conduct, including,
21 without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5,
22 subdivision (k). Plaintiff is informed and believes that this lawful conduct includes the exercise of
23 Plaintiff's and other Aggrieved Employee's constitutional rights of freedom of speech and economic
24 liberty.

25 31. Defendants had and have a policy or practice of relying on the salary history
26 information of an applicant for employment as a factor in determining whether to offer employment
27 to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by
28 including, on Defendants' application for employment, an inquiry regarding current and/or former

1 salary history information, including, without limitation, compensation and benefits of the applicant
2 for employment. As such, Plaintiff is informed and believes, and based thereon alleges, that
3 Defendants violated, without limitation, Labor Code section 432.3.

4 32. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
5 Code sections 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699 for the herein-described acts, which
6 violate the California Labor Code as described above, including on behalf of Plaintiff and other
7 Aggrieved Employees pursuant to PAGA.

8 **PARTIES**

9 **A. Plaintiff**

10 33. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
11 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
12 exempt employee, with duties that included, but were not limited to, opening the sushi area,
13 preparing sushi, handling raw food, cooking rice, and restocking the sushi bar. Plaintiff is informed
14 and believes, and based thereon alleges, that Plaintiff worked for Defendants from approximately
15 September 2022 through approximately December of 2024.

16 **B. Defendants**

17 34. Plaintiff is informed and believes and based thereon alleges that defendant
18 PARADISE BUFFET is, and at all times relevant hereto was, a corporation organized, authorized,
19 and licensed to do business in the State of California. Plaintiff is further informed and believes, and
20 based thereon alleges, that defendant PARADISE BUFFET is authorized to, and does in fact,
21 operate and do business in the County of Los Angeles, State of California. At all relevant times
22 herein, defendant PARADISE BUFFET employed Plaintiff and similarly aggrieved employees within
23 the County of Los Angeles in the State of California.

24 35. Plaintiff is informed and believes and based thereon alleges that defendant
25 PARADISE BUFFET is, and at all times relevant hereto was, a "person" as defined in Labor Code
26 section 17 and Cal. Bus. & Prof. Code § 17201.

27 36. Plaintiff is further informed and believes and based thereon alleges that PARADISE
28 BUFFET employed Plaintiff by, among other things, exercising control over Plaintiff's wages,

1 hours and/or working conditions..

2 37. The true names and capacities, whether individual, corporate, associate, or otherwise,
3 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
4 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
5 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
6 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
7 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
8 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
9 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
10 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
11 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
12 other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall
13 include PARADISE BUFFET, and any of its parents, subsidiaries, or affiliated companies within
14 the State of California, as well as DOES 1 through 100 identified herein.

15 **JOINT LIABILITY ALLEGATIONS**

16 38. Plaintiff is informed and believes, and based thereon alleges, that at all times
17 mentioned herein, each of the Defendants were 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 39. All of the acts and conduct described herein of each and every corporate and limited
22 liability company defendant was duly authorized, ordered, and directed by the respective and
23 collective defendant corporate and limited liability company employers, and the officers, members
24 and management-level employees of said corporate and limited liability company employers. In
25 addition thereto, said corporate and limited liability company employers participated in the
26 aforementioned acts and conduct of their said employees, agents, and representatives, and each of
27 them; and upon completion of the aforesaid acts and conduct of said corporate and limited liability
28 company employees, agents, and representatives, the defendant corporation and limited liability

1 company respectively and collectively ratified, accepted the benefits of, condoned, lauded,
2 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
3 aforementioned corporate and limited liability company employees, agents and representatives.

4 40. Plaintiff is informed and believes, and based thereon allege, that there exists such a
5 unity of interest and ownership between Defendants, and each of them, that their individuality and
6 separateness have ceased to exist.

7 41. Plaintiff is informed and believes, and based thereon alleges that despite the
8 formation of the purported corporate and/or limited entity existence of PARADISE BUFFET and
9 DOES 1 through 50, inclusive (the "Alter Ego Defendants"), they, and each of them, are one and
10 the same with DOES 51 through 100 ("Individual Defendants"), and each of them, due to, but not
11 limited to, the following reasons:

12 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
13 Defendants who personally committed the wrongful and illegal acts and violated the
14 laws as set forth in this Complaint, and who have hidden and currently hide behind
15 the Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish
16 some other wrongful or inequitable purpose;

17 B. The Individual Defendants derive actual and significant monetary benefits by and
18 through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego
19 Defendants as the funding source for the Individual Defendants' own personal
20 expenditures;

21 C. Plaintiff is informed and believes and thereon alleges that the Individual Defendants
22 and the Alter Ego Defendants, while really one and the same, were segregated to
23 appear as though separate and distinct for purposes of perpetrating a fraud,
24 circumventing a statute, or accomplishing some other wrongful or inequitable
25 purpose;

26 D. Plaintiff is informed and believes and thereon alleges that the business affairs of the
27 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
28 mentioned herein were, so mixed and intermingled that the same cannot reasonably

1 be segregated, and the same are inextricable confusion. The Alter Ego Defendants
2 are, and at all relevant times mentioned herein were, used by the Individual
3 Defendants as mere shells and conduits for the conduct of certain of their, and each
4 of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
5 herein were, the alter egos of the Individual Defendants;

6 E. The recognition of the separate existence of the Individual Defendants and the Alter
7 Ego Defendants would promote injustice insofar that it would permit defendants to
8 insulate themselves from liability to Plaintiff and Aggrieved Employees for violations
9 of the Civil Code, Labor Code, and other statutory violations. The corporate and/or
10 limited liability existence of these defendants should thus be disregarded in equity and
11 for the ends of justice because such disregard is necessary to avoid fraud and injustice
12 to Plaintiff and Aggrieved Employees herein;

13 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
14 Defendants (and vice versa), and the fiction of their separate corporate existence must
15 be disregarded;

16 42. As a result of the aforementioned facts, among others, Plaintiff is informed and
17 believes, and based thereon alleges, that the Individual Defendants, the Alter Ego Defendants, and
18 each of them, are joint employers by virtue of a joint enterprise, and that Plaintiff was an employee
19 of the Alter Ego Defendants and the Individual Defendants. Plaintiff performed services for each
20 and every defendant, and to the mutual benefit of all defendants, and all defendants shared control
21 of Plaintiff, either directly or indirectly, and in the manner in which defendants' business was and
22 is conducted.

23 **FIRST CAUSE OF ACTION**

24 **(Violation of PAGA – Against All Defendants)**

25 43. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
26 and incorporates each by reference as though fully set forth hereat.

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

28 44. At all relevant times herein, Labor Code section 204, requires and required that:

1 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
2 between the 16th and 26th day of the month during which the labor was performed, and labor
3 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
4 between the 1st and 10th day of the following month” and for payroll periods such as those that are
5 weekly, biweekly, or semimonthly, wages must be paid within seven (7) calendar days following
6 the close of the payroll period in which wages were earned.

7 45. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
8 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
9 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
10 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
11 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
12 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
13 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

14 46. At all relevant times herein, Defendants have had a consistent policy or practice of
15 failing to pay Plaintiff and Aggrieved Employees during their employment on a timely basis as per
16 Labor Code section 204 including, without limitation, for the reasons and in the manner alleged
17 herein. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved Employees are
18 entitled to recover civil penalties for Defendants’ violations of Labor Code section 204, in the
19 amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per
20 employee, and two hundred dollars (\$200) for each Aggrieved Employee for each subsequent
21 violation in connection with each payment that was made in violation of Labor Code section 204 as
22 well as injunctive relief.

23 Civil Penalties Under Labor Code § 226.3

24 47. Defendants had and have a policy or practice of failing to comply with Labor Code
25 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
26 with itemized wage statements that accurately reflect: reflect gross wages earned; total hours
27 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
28 corresponding number of hours worked at each hourly rate; and other such information as required

1 by Labor Code section 226, subdivision (a).

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

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

9 50. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
10 and have a policy or practice of failing to furnish non-exempt employees, including, without
11 limitation, Plaintiff, itemized wage statements that accurately reflect: reflect gross wages earned;
12 total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and
13 the corresponding number of hours worked at each hourly rate; and other such information as
14 required by Labor Code section 226, subdivision (a) as alleged herein.

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

20 Violation of Labor Code § 558

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

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

28 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid

1 employee for each pay period for which the employee was underpaid in addition to an amount
2 sufficient to recover underpaid wages;

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

5 53. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
6 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
7 causing Plaintiff and other Aggrieved Employees not to: be paid overtime wages and minimum
8 wages, receive meal and rest periods or compensation in lieu thereof, be paid timely wages during
9 their employment and after their employment separation, receive accurate, itemized wage
10 statements, to be provided with the opportunity to inspect employment records, be provided with
11 notice as required under Labor Code section 2810.5, and/or be provided with the proper accrual and
12 use of paid sick leave.

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

18 Violation of Labor Code § 1174.5

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

26 56. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
27 every person employing labor in California to "[k]eep a record showing the names and addresses of
28 all employees employed and the ages of all minors."

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

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

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

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

Violation of Labor Code § 1197.1

61. 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,

1 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
2 Section 203 as follows:

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

7 B. For each subsequent violation for the same specific offense, two hundred fifty dollars
8 (\$250) for each underpaid employee for each pay period for which the employee is underpaid
9 regardless of whether the initial violation is intentionally committed. This amount shall be in
10 addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section
11 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

14 62. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
15 Plaintiff and Aggrieved Employees not to be paid minimum wages for all hours worked or otherwise
16 under Defendants’ control as a result of, without limitation, failing to accurately track and/or pay
17 for all minutes and hours actually worked at their regular rate of pay that is above the minimum
18 wage; including, without limitation, failing to accurately track and/or pay for all hours and minutes
19 worked or otherwise under Defendants’ control at the proper rate of pay; automatically deducting
20 time from employees’ hours worked for meal periods not actually taken or shorter in length than the
21 amount of time deducted; engaging, suffering, or permitting employees to work off the clock and/or
22 be subject to Defendants’ control, including, without limitation; requiring Plaintiff and other
23 Aggrieved Employees: to remain on-call while clocked out, to complete pre-shift tasks before
24 clocking in, to continue working and/or attending to Defendants’ work-related requests during
25 attempted meal periods, to make or respond to telephone calls and text messages off the clock;
26 failing to pay tips/gratuities in compliance with the Labor Code; rounding time entries to show less
27 hours than actually worked; editing and/or deducting of time from time entries to show less hours
28 than actually worked, entitling Plaintiff and other Aggrieved Employees to actual and liquidated

1 damages.

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

8 Civil Penalties Under Labor Code § 2699

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

15 65. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
16 each of them, violated the Labor Code sections described herein in each of the preceding paragraphs
17 alleged herein.

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

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

25 REQUEST FOR JURY TRIAL

26 A. Plaintiff hereby requests a trial by jury.

27 PRAYER

28 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for

1 judgment against Defendants as follows:

- 2 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
3 1174.5, 1197.1, and 2699;
- 4 B. Injunctive relief under Labor Code sections 2699(e)(1) and 2699(k);
- 5 C. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
6 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699;
- 7 C. Pre-judgment and post-judgment interest;
- 8 D. For costs of suit incurred herein; and
- 9 E. Such other and further relief as the Court deems just and proper.

10 Dated: January 20, 2025

J. GILL LAW GROUP, P.C.

11
12 BY: /s/ Ashlie E. Fox

13 JASMIN K. GILL

ASHLIE E. FOX

14 CRISTIAN J. GARCIA

Attorneys for Plaintiff MARISOL DIAZ DE
15 LEON, as an aggrieved employee, and on
16 behalf of all other aggrieved employees under
the Labor Code Private Attorneys' General
Act of 2004,
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