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Superior Court of California,

County of Tulare

02/27/2026

By: Leticia Hernandez-Sandoval,

Deputy Clerk

Attorneys for Plaintiff YESENIA NAVARRO,
as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TULARE

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

Plaintiff

v.

AWI MANAGEMENT CORPORATION, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: VCU332067

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]

Case Management Conference

07/01/2026 08:30 AM - Department 07

To obtain an ADR packet please visit the court's website.
<https://www.tulare.courts.ca.gov/divisions/civil>

1 Plaintiff YESENIA NAVARRO (“Plaintiff”), as an Aggrieved Employee, and on behalf of
2 all other Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004,
3 alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against AWI Management
7 Corporation, . a California corporation, and any of its respective subsidiaries or affiliated companies
8 within the State of California (“AWI ”(hereinafter, collectively, with DOES 1 through 100, as
9 further defined below, “Defendants”) as a proxy of the Labor and Workforce Development Agency
10 of the State of California (“LWDA”), on behalf of Plaintiff and all Aggrieved Employees that
11 worked for Defendants during the PAGA Period. Specifically, in connection with any alleged claims
12 for failure to comply with Labor Code sections 201, 202, 203, 204, 210, 221, 223, 226, 226.3,
13 226.7, 233, 234, , 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1197,
14 1197.1, 2800, 2802, 2699, as well as applicable Wage Orders, Plaintiff seeks to represent all current
15 and former employees that worked for Defendants during the PAGA Period. On all other claims
16 mentioned herein, Plaintiff seeks to represent only non-exempt current and former employees that
17 worked for Defendants during the PAGA Period. Collectively, these employees are herein referred
18 to as “Aggrieved Employees.” The “PAGA Period” refers to three years preceding the date notice
19 was submitted to the LWDA, continuing past the date of notice to the LWDA into perpetuity.

20 **PARTIES**

21 2. Plaintiff YESENIA NAVARRO is a resident of the State of California. At all
22 relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 employed Plaintiff as a non-exempt employee. Plaintiff worked as a property manager with duties
24 that included, but were not limited to, office management, tenant paperwork, re-certifications, and
25 vendor coordination. . Plaintiff is informed and believes, and based thereon alleges, that Plaintiff
26 YESENIA NAVARRO worked for Defendants from approximately December of 2022 through
27 approximately June of 2025.

28 3. Plaintiff is informed and believes and based thereon alleges that defendant AWI is,

1 and at all times relevant hereto was, a California corporation organized and existing under and by
2 virtue of the laws of the State of California and doing business in the County of Tulare , State of
3 California. At all relevant times herein, AWI employed Plaintiff and Aggrieved Employees within
4 the State of California

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

12 **JOINT LIABILITY ALLEGATIONS**

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

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

24 6. All of the acts and conduct described herein of each and every corporate defendant
25 was duly authorized, ordered, and directed by the respective and collective defendant corporate
26 employers, and the officers and management-level employees of said corporate employers. In
27 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
28 their said employees, agents, and representatives, and each of them; and upon completion of the

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

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

7 **JURISDICTION**

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

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

18 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

28 12. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees

1 such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified
2 in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the
3 PAGA Period.

4 13. Pursuant to Labor Code section 2699.3, on or around December 24, 2025, Plaintiff
5 provided written notice of Defendants' violation of various provisions of the Labor Code to the
6 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

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

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

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

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

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

28 19. In the event, the LWDA and/or a court issued a finding or determination to the

1 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
2 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
3 any of them, would be subject to heightened penalties pursuant to Labor Code sections
4 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either
5 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving
6 of the PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations
7 as detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among
8 other reasons, Defendants have been sued for these violations in the past. Thus, Defendants, or any
9 of them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and
10 lack eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

11 **FACTUAL ALLEGATIONS**

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

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

21 22. Upon information and belief, Defendants failed to accurately track and/or pay for all
22 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
23 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
24 including, without limitation, by requiring Plaintiff and Aggrieved Employees to complete post-shift
25 tasks after clocking out, such as responding to inquiries regarding certain apartments; suffer under
26 Defendant's control by waiting to clock in due to the fact the computer sometimes malfunctioned
27 and required IT support; clock out for meal periods and continue working; and make phone calls off
28 the clock to respond to tenant emergencies.

1 23. Moreover, upon information and belief, Defendants detrimentally rounded, edited
2 and/or manipulated time entries so the hours recorded were less than the hours actually worked.

3 24. .

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

14 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
15 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
16 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
17 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
18 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
19 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; not
20 providing timely meal periods; and requiring that Aggrieved Employees carry cellular telephones
21 during meal periods. For example, Plaintiff took her lunch at her desk so she could monitor her
22 email and field calls, or respond to an emergency.

23 27. . Plaintiff and other Aggrieved Employees personally suffered these violations.
24 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 violated Labor Code sections 512 and 1198 each day for each Aggrieved Employee during the
26 PAGA Period, and thus each Aggrieved Employee was owed one hour of premium pay at their
27 regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7.
28 However, Plaintiff is informed and believes that those premium payments under Labor Code section

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

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

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

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

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

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

19 31. Plaintiff is informed and believes, and based thereon alleges that Defendants also
20 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
21 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for the use of personal
22 cellular phone for work purposes, and purchasing miscellaneous office supplies,

23 32. in direct consequence of the discharge of their duties, or of their obedience to the
24 directions of Defendants, as required by Labor Code sections 1198, 2800, 2802, and other statutory
25 and common law offenses. As a result, Plaintiff and other Aggrieved Employees have personally
26 suffered these violations and Defendants are liable to reimburse Plaintiff and other Aggrieved
27 Employees for these costs incurred in furtherance of work duties. Defendants would thus be liable
28 for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under

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

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

21 34. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
22 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
23 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
24 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
25 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
26 the sick pay was not provided at the proper regular of pay as required under California law due to
27 failure to properly calculate the regular rate. Plaintiff is additionally informed and believes that
28 the notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory

1 payroll or workplace injury reporting. Plaintiff is thus informed and believes that Defendants
2 violated these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiff and
3 other Aggrieved Employees have personally suffered violations under these sections and
4 Defendants would be liable for civil penalties for violation of the paid sick leave regulations under
5 Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and
6 reasonable attorneys' fees and costs. Plaintiff further informed and believes, and based thereon
7 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
8 or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
9 2699(f)(2)(B)(ii).

10 35. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
11 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
12 statements and similar payroll documents under Labor Code section 226, documents signed to
13 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
14 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
15 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiff
16 and the Aggrieved Employees personally suffered these violations, which in turn would entitle
17 Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and
18 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558,
19 1174.5, and 2699. Plaintiff further informed and believes, and based thereon alleges, that
20 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
21 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
22 2699(f)(2)(B)(ii).

23 36. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
24 Code sections 210, 226.3, 226.8, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which
25 violate the California Labor Code as described above, including on behalf of Plaintiff and other
26 Aggrieved Employees pursuant to PAGA.

27 **FIRST AND ONLY CAUSE OF ACTION**

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

1 37. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
2 preceding paragraphs as though fully set forth hereat.

3 Civil Penalties Under Labor Code § 210

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

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

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

25 Civil Penalties Under Labor Code § 226.3

26 41. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
27 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
28 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for

1 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
2 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

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

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

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

18 Violation of Labor Code § 558

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

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

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

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

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

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

Violation of Labor Code § 1174.5

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

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

50. 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

1 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
2 earned.”

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

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

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

17 Violation of Labor Code § 1197.1

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

- 24 (1) For any initial violation that is intentionally committed, one hundred dollars
25 (\$100) for each underpaid employee for each pay period for which the
26 employee is underpaid. This amount shall be in addition to an amount
27 sufficient to recover underpaid wages, liquidated damages pursuant to Section
28 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

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

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

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

20 Civil Penalties Under Labor Code § 2699

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

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

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

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

PRAYER

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

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

Dated: February 27, 2026

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