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as Aggrieved Employees, and on behalf of all other
Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO**

ESHAYA KING and ZAKIYA KING, as
Aggrieved Employees, and on behalf of all
other Aggrieved Employees under the Labor
Code Private Attorneys' General Act of 2004,

Plaintiffs

v.

SHYAM, LLC, a California limited liability
company; BNP LODGING, LLC, a California
limited liability company; SHIV
HOSPITALITY, LLC, a California limited
liability company; BW PAYSON, LLC, an
Arizona limited liability company; and DOES
1 through 100, inclusive,

Defendants.

ELECTRONICALLY FILED

Superior Court of California,
County of Fresno

By: Ruby J. Gonzalez, Deputy Clerk

04/23/26 11:44 AM

CASE NO.: 26CU00634

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]

Plaintiffs ESHAYA KING and ZAKIYA KING (“Plaintiffs”), as Aggrieved Employees, and on behalf of all other Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004, alleges as follows:

INTRODUCTION

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 SHYAM, LLC, a California limited liability company, and any of its respective subsidiaries or affiliated companies within the State of California (“Shyam”), BNP LODGING, LLC, a California limited liability company, and any of its respective subsidiaries or affiliated companies within the State of California (“BNP”), SHIV HOSPITALITY, LLC, a California limited liability company (“Shiv”), BW PAYSON, LLC, an Arizona limited liability company (“BW”), (hereinafter, Shyam, BNP, Shiv, BW, collectively, with DOES 1 through 100, as further defined below, “Defendants”) as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiffs and all Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically, in connection with any alleged claims for failure to comply with Labor Code sections 200, 201, 202, 203, 204, 210, 223, 226, 226.3, 432, 1198, 1198.5, and applicable Wage Orders. Plaintiffs seek to represent all current and former employees that worked for Defendants during the PAGA Period. On all other claims mentioned herein, Plaintiffs seek to represent only non-exempt current and former employees that worked for Defendants during the PAGA Period. Collectively, these employees are herein referred to as “Aggrieved Employees.” The “PAGA Period” refers to three years preceding the date notice was submitted to the LWDA, continuing past the date of notice to the LWDA into perpetuity.

PARTIES

2. Plaintiff ESHAYA KING is a resident of the State of California. At all relevant times herein, Plaintiff ESHAYA KING is informed and believes, and based thereon alleges, that Defendants employed Plaintiff ESHAYA KING as a non-exempt employee. Plaintiff ESHAYA KING worked as a housekeeper with duties that included, but were not limited to, cleaning rooms. Plaintiff ESHAYA KING is informed and believes, and based thereon alleges, that Plaintiff

1 ESHAYA KING worked for Defendants from approximately August of 2024 through
2 approximately May of 2025.

3 3. Plaintiff ZAKIYA KING is a resident of the State of California. At all relevant times
4 herein, Plaintiff ZAKIYA KING is informed and believes, and based thereon alleges, that
5 Defendants employed Plaintiff ZAKIYA KING as a non-exempt employee. Plaintiff ZAKIYA
6 KING worked as maintenance with duties that included, but were not limited to, cleaning restrooms
7 as well as rooms. Plaintiff ZAKIYA KING is informed and believes, and based thereon alleges,
8 that Plaintiff ZAKIYA KING worked for Defendants from approximately September of 2024
9 through approximately May of 2025.

10 4. Plaintiffs are informed and believe and based thereon alleges that defendant Shyam
11 is, and at all times relevant hereto was, a limited liability company organized and existing under and
12 by virtue of the laws of the State of California and doing business in the County of Fresno, State of
13 California. At all relevant times herein, Shyam employed Plaintiffs and similarly situated employees
14 within the State of California.

15 5. Plaintiffs are informed and believe and based thereon alleges that defendant BNP is,
16 and at all times relevant hereto was, a limited liability company organized and existing under and
17 by virtue of the laws of the State of California and doing business in the County of Fresno, State of
18 California. At all relevant times herein, BNP employed Plaintiffs and similarly situated employees
19 within the State of California.

20 6. Plaintiffs are informed and believe and based thereon alleges that defendant Shiv is,
21 and at all times relevant hereto was, a limited liability company organized and existing under and
22 by virtue of the laws of the State of California and doing business in the County of Fresno, State of
23 California. At all relevant times herein, Shiv employed Plaintiffs and similarly situated employees
24 within the State of California.

25 7. Plaintiffs are informed and believe and based thereon alleges that defendant BW is,
26 and at all times relevant hereto was, a limited liability company organized and existing under and
27 by virtue of the laws of the State of Arizona and doing business in the County of Fresno, State of
28 California. At all relevant times herein, BW employed Plaintiffs and similarly situated employees

1 within the State of California.

2 8. 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 Plaintiffs,
4 who therefore sue defendants by such fictitious names under Code of Civil Procedure section 474.
5 Plaintiffs are informed and believe and based thereon allege that each of the defendants designated
6 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
7 Plaintiffs will seek leave of court to amend this complaint to reflect the true names and capacities
8 of the defendants designated hereinafter as DOES when such identities become known.

9 **JOINT LIABILITY ALLEGATIONS**

10 9. Plaintiffs are informed and believe, and based thereon allege, that each defendant
11 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
12 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant are
13 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
14 to “Defendants,” it shall include Shyam, BNP, Shiv, BW, and any of their parent, subsidiary, or
15 affiliated companies within the State of California, as well as DOES 1 through 100 identified herein.

16 10. Plaintiffs are informed and believe and based thereon allege 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 11. 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.

12. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based thereon allege that Defendants, and each of them, are joint employers.

JURISDICTION

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

14. Venue is proper in Fresno County, California pursuant to Code of Civil Procedure sections 392, *et seq.* because, among other things, Fresno 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 Plaintiffs and Defendants were due to be performed; the county in which the employment contract, or part of it, between Plaintiffs and Defendants were actually performed; and the county in which Defendants, or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiffs and Aggrieved Employees in Fresno County, and Defendants employ Aggrieved Employees in Fresno County.

PAGA REPRESENTATIVE ALLEGATIONS

15. Plaintiffs as “Aggrieved Employees” under PAGA, as Plaintiffs were employed by Defendants during the PAGA Period and suffered the Labor Code violations set forth herein, even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiffs seek to recover civil penalties under PAGA, plus reasonable attorneys’ fees and costs, for Plaintiffs and all other Aggrieved Employees of Defendants during the PAGA Period.

16. Specifically, Plaintiffs seek 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.

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

1 PAGA Period.

2 18. Pursuant to Labor Code section 2699.3, on or around December 19, 2025, Plaintiffs
3 provided written notice of Defendants' violation of various provisions of the Labor Code to the
4 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

5 19. Pursuant to Labor Code section 2699.3, on or around April 22, 2026, Plaintiffs
6 provided written notice of Defendants' violation of various provisions of the Labor Code to the
7 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

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

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

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

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

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

25. In the event, the LWDA and/or a court issued a finding or determination to the Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or any of them, would be subject to heightened penalties pursuant to Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of the PAGA Notice. Regardless, Plaintiffs allege Defendants' conduct giving rise to the violations as detailed herein was and is malicious, fraudulent, and/or oppressive. Thus, Defendants, or any of them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

FACTUAL ALLEGATIONS

26. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew, or should have known, that Plaintiffs and Aggrieved Employees are entitled to receive wages for all time worked, including regular, overtime, and double times wages, and that Plaintiffs and Aggrieved Employees were not receiving all wages owed for work that was required to be performed.

27. Plaintiffs are informed and believe, and based thereon allege, that Defendants had and have a policy or practice of requiring Plaintiffs and other Aggrieved Employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime wages.

28. Upon information and belief, Defendants failed to accurately track and/or pay for all minutes actually worked by Plaintiffs and Aggrieved Employees at the proper rates of pay. Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock, including, without limitation, by requiring Plaintiffs and Aggrieved Employees to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, such as stripping the rooms and prepping the cleaning carts before clocking in or having to finish cleaning rooms after clocking out; suffer under Defendants' control by waiting in long lines to clock in due to the fact multiple employees had to clock in at once, which required a fingerprint scan and the last four digits of

1 Aggrieved Employees' social security number, and sometimes the fingerprint scan malfunctioned;
2 and to clock out for meal periods and continue working.

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

13 30. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
14 each of them, had and have a policy or practice of compelling Plaintiffs and other Aggrieved
15 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
16 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
17 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiffs and
18 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; not
19 providing timely meal periods; and providing short meal periods. For example, Employee Zakiya
20 King's time records show short meal periods on March 30, 2025, April 1, 2025, April 4, 2025, and
21 April 10, 2025. Plaintiffs and other Aggrieved Employees personally suffered these violations.
22 Consequently, Plaintiffs are informed and believe, and based thereon allege, that Defendants
23 violated Labor Code sections 512 and 1198 each day for each Aggrieved Employee during the
24 PAGA Period, and thus each Aggrieved Employee was owed one hour of premium pay at their
25 regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7.
26 However, Plaintiffs are informed and believe that those premium payments under Labor Code
27 section 226.7 were not made for these non-compliant meal periods, either at all or at the proper
28 regular rate of pay. Defendants would thus be liable for civil penalties pursuant to Labor Code

1 sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize
2 the taking of compliant meal periods and for failing to provide premium pay under Labor Code
3 section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further
4 informed and believe, and based thereon allege, that Defendants' conduct that gave rise to such
5 violations and was malicious, fraudulent, or oppressive. As such, Defendants are further liable for
6 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

1 32. 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, Plaintiffs
5 are informed and believe, and based thereon alleges, that Defendants also intentionally failed and
6 continues to fail to furnish Plaintiffs 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). Consequently, Plaintiffs are informed and believe, and based thereon allege, that
14 Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved Employee
15 during the PAGA Period, and that, thus Plaintiffs and each Aggrieved Employee personally suffered
16 these violations and was owed penalties under Labor Code section 226 for each pay period worked
17 during the PAGA Period. Plaintiffs are informed and believe that those penalties under Labor Code
18 section 226 were not paid for these violations of Labor Code section 226. Defendants would thus
19 be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699, or
20 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe,
21 and based thereon allege, that Defendants' conduct above gave rise to such violations and was
22 malicious, fraudulent, or oppressive. Thus, Defendants would further be liable for civil penalties
23 pursuant to Labor Code section 2699(f)(2)(B)(ii).

24 33. Plaintiffs are informed and believe, and based thereon allege, that Defendants also
25 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
26 compensation to Plaintiffs and other terminated or resigned employees, including but not limited to,
27 failing to pay all overtime wages owed, all minimum wages; and all premium pay owed; as set forth
28 above, among other things. Consequently, Plaintiffs are informed and believe, and based thereon

1 alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198 each pay period for
2 each Aggrieved Employee during the PAGA Period, and thus Plaintiffs and each Aggrieved
3 Employee personally suffered these violations and was owed penalties under Labor Code section
4 203 for each pay period worked during the PAGA Period. However, Plaintiffs are informed and
5 believe that those penalties under Labor Code section 203 were not made for these violations of
6 Labor Code sections 201, 202, and 203. Defendants would thus be liable for civil penalties pursuant
7 to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
8 2699(j). Plaintiffs are further informed and believe, and based thereon allege, that Defendants'
9 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
10 Defendants would further be liable for civil penalties pursuant to Labor Code section
11 2699(f)(2)(B)(ii).

12 34. Plaintiffs are informed and believes, and based thereon alleges that Defendants also
13 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
14 limitation, Plaintiffs and other Aggrieved Employees, with their costs incurred for purchasing
15 uniforms, separately laundering mandatory uniforms, for the purchase of tools and safety
16 equipment, and the use of cellular phones for work purposes, in direct consequence of the discharge
17 of their duties, or of their obedience to the directions of Defendants, as required by Labor Code
18 sections 1198, 2800, 2802, and other statutory and common law offenses. As a result, Plaintiffs and
19 other Aggrieved Employees have personally suffered these violations and Defendants are liable to
20 reimburse Plaintiffs and other Aggrieved Employees for these costs incurred in furtherance of work
21 duties. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 558,
22 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further
23 informed and believe, and based thereon allege, that Defendants' conduct above gave rise to such
24 violations and was malicious, fraudulent, or oppressive. As such, Defendants would further be liable
25 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

17 36. In addition to the above, Plaintiffs are informed and believe, and based thereon
18 alleges that Defendants failed and continue to fail to keep adequate or accurate time records
19 including wage statements and similar payroll documents under Labor Code section 226, documents
20 signed to obtain or hold employment under Labor Code section 432, personnel records under Labor
21 Code section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiffs
22 and other Aggrieved Employees to calculate their unpaid wages and/or premium payments.
23 Plaintiffs and the Aggrieved Employees personally suffered these violations, which in turn would
24 entitle Plaintiffs and other Aggrieved Employees to penalties prescribed by Labor Code sections
25 226 and 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections
26 558, 1174.5, and 2699. Plaintiffs are further informed and believe, and based thereon alleges, that
27 Defendants’ conduct above gave rise to such violations and was malicious, fraudulent, or
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1 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
2 2699(f)(2)(B)(ii).

3 37. Plaintiffs, in Plaintiffs' representative capacities, seek civil penalties under Labor
4 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
5 the California Labor Code as described above, including on behalf of Plaintiffs and other Aggrieved
6 Employees pursuant to PAGA.

7 **FIRST AND ONLY CAUSE OF ACTION**

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

9 38. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the
10 preceding paragraphs as though fully set forth herein.

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

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

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

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

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

5 Civil Penalties Under Labor Code § 226.3

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

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

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

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

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1 Violation of Labor Code § 558

2 46. 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 47. Plaintiffs are informed and believe, and based thereon allege, 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 48. As a direct and proximate result of the herein-described Labor Code violations,
18 pursuant to Labor Code section 558, Plaintiffs and other Aggrieved Employees are entitled to
19 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty
20 dollars (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred
21 dollars (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

22 Violation of Labor Code § 1174.5

23 49. 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 50. 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 51. 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 52. 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 53. Plaintiffs are informed and believe, and based thereon allege, 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 54. As a direct and proximate result of the herein-described Labor Code violations,
25 pursuant to Labor Code section 1174.5, Plaintiffs 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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1 Violation of Labor Code § 1197.1

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

8 (1) For any initial violation that is intentionally committed, one hundred dollars
9 (\$100) for each underpaid employee for each pay period for which the
10 employee is underpaid. This amount shall be in addition to an amount
11 sufficient to recover underpaid wages, liquidated damages pursuant to Section
12 1194.2, and any applicable penalties imposed pursuant to Section 203.

13 (2) For each subsequent violation for the same specific offense, two hundred fifty
14 dollars (\$250) for each underpaid employee for each pay period for which the
15 employee is underpaid regardless of whether the initial violation is
16 intentionally committed. This amount shall be in addition to an amount
17 sufficient to recover underpaid wages, liquidated damages pursuant to Section
18 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

22 56. Plaintiffs are informed and believe, and based thereon allege, that Defendants caused
23 Plaintiffs and Aggrieved Employees not to be paid minimum wages as a result of Defendants
24 routinely failing to accurately track and/or pay for all minutes actually worked by Plaintiffs and
25 Aggrieved Employees at the proper rates of pay, as described above.

26 57. As a direct and proximate result of the herein-described Labor Code violations,
27 pursuant to Labor Code section 1197.1, Plaintiffs and other Aggrieved Employees are entitled to
28 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 58. 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 59. Plaintiffs are informed and believe, and based thereon allege that Defendants, and
12 each of them, violated the Labor Code sections described in the preceding paragraphs.

13 60. As such, Plaintiffs 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 61. Moreover, Plaintiffs and other Aggrieved Employees within the State of California
18 whom Plaintiffs seek 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 Plaintiffs and Aggrieved Employees, Plaintiffs pray 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 C. Pre-judgment and post-judgment interest;

1 D. For costs of suit incurred herein; and

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

3 Dated: April 23, 2026

BIBIYAN LAW GROUP, P.C.

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BY: /s/ Sarah H. Cohen

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SARAH H. COHEN

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Attorneys for Plaintiffs ESHAYA KING,
ZAKIYA KING, and on behalf of all other
Aggrieved Employees

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