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Attorneys for Plaintiff INDIA HOLMBERG,
as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

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

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

Plaintiff

v.

ETeam INC., a New Jersey corporation;
EISENHOWER MEDICAL CENTER, a
California nonprofit corporation; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: **CVRI 2604794**

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1
and 2699**

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

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

4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against eTeam, Inc., a New
7 Jersey corporation, and any of its respective subsidiaries or affiliated companies within the State of
8 California (“eTeam”), and Eisenhower Medical Center, a California nonprofit corporation, and any
9 of its respective subsidiaries or affiliated companies within the State of California (“Eisenhower
10 Medical”) (hereinafter, eTeam and Eisenhower Medical, collectively, with DOES 1 through 100, as
11 further defined below, “Defendants”) as a proxy of the Labor and Workforce Development Agency
12 of the State of California (“LWDA”), on behalf of Plaintiff and all Aggrieved Employees that
13 worked for Defendants during the PAGA Period. Specifically, in connection with any alleged claims
14 for failure to comply with Labor Code sections 200, 201, 202, 203, 204, 210, 221, 223, 226, 226.3,
15 227.3, 232, 232.5, 245, 246, 432.5, 1198, 1198.5, 2800, and applicable Wage Orders, Plaintiff seeks
16 to represent all current and former employees that worked for Defendants during the PAGA Period.
17 On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt current and
18 former employees that worked for Defendants during the PAGA Period. Collectively, these
19 employees are herein referred to as “Aggrieved Employees.” The “PAGA Period” refers to one year
20 preceding the date notice was submitted to the LWDA, continuing past the date of notice to the
21 LWDA until judgement is entered.

22 **PARTIES**

23 2. Plaintiff India Holmberg is a resident of the State of California. At all relevant times
24 herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed
25 Plaintiff as a non-exempt employee. Plaintiff worked as a vocational licensed nurse with duties that
26 included, but were not limited to, patient intake for pain management procedures and assisting
27 physicians with pre-procedure processes utilizing fluoroscopy. Plaintiff is informed and believes, and
28 based thereon alleges, that Plaintiff India Holmberg worked for Defendants from approximately

1 August of 2025 through approximately October of 2025.

2 3. Plaintiff is informed and believes and based thereon alleges that defendant eTeam is,
3 and at all times relevant hereto was, a corporation organized and existing under and by virtue of the
4 laws of the State of New Jersey and doing business in the County of Riverside, State of California.
5 At all relevant times herein, eTeam employed Plaintiff and Aggrieved Employees within the State
6 of California.

7 4. Plaintiff is informed and believes and based thereon alleges that defendant
8 Eisenhower Medical is, and at all times relevant hereto was, a nonprofit corporation organized and
9 existing under and by virtue of the laws of the State of California and doing business in the County
10 of Riverside, State of California. At all relevant times herein, Eisenhower Medical employed
11 Plaintiff and Aggrieved Employees within the State of California.

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

19 **JOINT LIABILITY ALLEGATIONS**

20 6. Plaintiff is informed and believes, and based thereon alleges, that each defendant
21 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
22 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are
23 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
24 to "Defendants," it shall include eTeam, Eisenhower Medical, and any of their parent, subsidiary,
25 or affiliated companies within the State of California, as well as DOES 1 through 100 identified
26 herein.

27 7. Plaintiff is informed and believes and based thereon alleges that all the times
28 mentioned herein, each of the Defendants was the agent, principal, employee, employer,

1 representative, joint venture or co-conspirator of each of the other defendants, either actually or
2 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
3 employment, joint venture, and conspiracy.

4 8. All of the acts and conduct described herein of each and every corporate defendant
5 was duly authorized, ordered, and directed by the respective and collective defendant corporate
6 employers, and the officers and management-level employees of said corporate employers. In
7 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
8 their said employees, agents, and representatives, and each of them; and upon completion of the
9 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
10 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
11 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
12 aforementioned corporate employees, agents and representatives.

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

15 **JURISDICTION**

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

18 11. Venue is proper in Riverside County, California pursuant to Code of Civil Procedure
19 sections 392, *et seq.* because, among other things, Riverside County is where the causes of action
20 complained of herein arose; the county in which the employment relationship began; the county in
21 which performance of the employment contract, or part of it, between Plaintiff and Defendants was
22 due to be performed; and the county in which the employment contract, or part of it, between
23 Plaintiff and Defendants was actually performed. Moreover, the unlawful acts alleged herein have
24 a direct effect on Plaintiff and Aggrieved Employees in Riverside County, and Defendants employ
25 Aggrieved Employees in Riverside County.

26 **PAGA REPRESENTATIVE ALLEGATIONS**

27 12. Plaintiff is an "Aggrieved Employee" under PAGA, as Plaintiff was employed by
28 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein.

1 Accordingly, Plaintiff seeks to recover civil penalties under PAGA, plus reasonable attorneys' fees
2 and costs, for Plaintiff and all other Aggrieved Employees of Defendants during the PAGA Period.

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

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

11 15. Pursuant to Labor Code section 2699.3, on or around December 18, 2025, Plaintiff
12 provided written notice of Defendants' violation of various provisions of the Labor Code to the
13 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

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

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

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

26 19. In the event that Defendants, or either of them, is/are determined to have, prior to
27 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
28 and/or Plaintiff's counsel, adequately taken all reasonable steps to be in compliance with all

1 provisions identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to
2 section 2699(g)(1)-(3).

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

7 21. In the event, the LWDA and/or a court issued a finding or determination to the
8 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
9 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
10 any of them, would be subject to heightened penalties pursuant to Labor Code sections
11 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either
12 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving
13 of the PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations
14 as detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among
15 other reasons, Defendants have been sued for these violations in the past. Thus, Defendants, or any
16 of them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and
17 lack eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

18 **FACTUAL ALLEGATIONS**

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

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

1 24. Upon information and belief, Defendants failed to accurately track and/or pay for all
2 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
3 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
4 including, without limitation, by requiring Plaintiff and Aggrieved Employees to complete pre-shift
5 tasks before clocking in and post-shift tasks after clocking out, such as setting up equipment for
6 procedures before clocking in and receiving work assignments after clocking out; suffer under
7 Defendants' control by waiting to clock in due to the fact employees had to find a vacant computer,
8 sign into the main system, and then access an application to clock in; clock out for meal periods and
9 continue working.

10 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
12 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
13 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
14 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiff is further
15 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
16 violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
17 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
18 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
19 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

20 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
21 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
22 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
23 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
24 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
25 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods. For
26 example, Plaintiff recalls that her meal periods were interrupted to complete certain tasks such as
27 correcting a consent form. Plaintiff and other Aggrieved Employees personally suffered these
28 violations. Consequently, Plaintiff is informed and believes, and based thereon alleges, that

1 Defendants violated Labor Code sections 512 and 1198 each day for each Aggrieved Employee
2 during the PAGA Period, and thus each Aggrieved Employee was owed one hour of premium pay
3 at their regular rate of pay for each day worked during the PAGA Period under Labor Code section
4 226.7. However, Plaintiff is informed and believes that those premium payments under Labor Code
5 section 226.7 were not made for these non-compliant meal periods, either at all or at the proper
6 regular rate of pay. Defendants would thus be liable for civil penalties pursuant to Labor Code
7 sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize
8 the taking of compliant meal periods and for failing to provide premium pay under Labor Code
9 section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
10 informed and believes, and based thereon alleges, that Defendants' conduct that gave rise to such
11 violations and was malicious, fraudulent, or oppressive. As such, Defendants are further liable for
12 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
15 including, without limitation, work over four-hour periods (or major fractions thereof) without
16 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
17 and complete ten-minute rest periods in which the employees are completely relieved of all of their
18 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
19 rest periods by, without limitation, by interrupting rest periods and not allowing employees to leave
20 the premises during breaks. For example, Defendants' written policy found on page 9 of the 2024
21 Employee Handbook states, "You are required to remain on the work premises during your rest
22 break(s) and are expected to return to work promptly at the end of any rest break." Plaintiff and
23 other Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is
24 informed and believes, and based thereon alleges, that Defendants violated the applicable Wage
25 Order(s) each day for each Aggrieved Employee during the PAGA Period, and that, thus each
26 Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day
27 worked during the PAGA Period under Labor Code section 226.7. However, Plaintiff is informed
28 and believes that those premium payments under Labor Code section 226.7 were not made, either,

1 for these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of
2 Labor Code sections 226.7 and 1198. Defendants would thus be liable for civil penalties pursuant
3 to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both
4 failing to authorize the taking of compliant rest periods and for failing to provide premium pay under
5 Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is
6 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
7 to such violations and was malicious, fraudulent, or oppressive. As such, Defendants are further
8 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

18 30. Plaintiff is informed and believes, and based thereon alleges that Defendants also
19 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
20 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for purchasing
21 uniforms, separately laundering mandatory uniforms, the purchase of safety equipment, and the use
22 of personal cellular phone for work purposes, in direct consequence of the discharge of their duties,
23 or of their obedience to the directions of Defendants, as required by Labor Code sections 1198,
24 2800, 2802, and other statutory and common law offenses. For example, Plaintiff had to purchase
25 her own sets of black scrubs, black socks, and a retracting name badge, as well as N95 masks.
26 Plaintiff also had to use her personal cell phone to take pictures of her work assignment for the
27 following day, after she clocked out. As a result, Plaintiff and other Aggrieved Employees have
28 personally suffered these violations and Defendants are liable to reimburse Plaintiff and other

1 Aggrieved Employees for these costs incurred in furtherance of work duties. Defendants would thus
2 be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief
3 under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon
4 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
5 or oppressive. As such, Defendants would further be liable for civil penalties pursuant to Labor
6 Code section 2699(f)(2)(B)(ii).

7 31. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
8 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
9 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
10 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
11 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
12 any calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
13 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
14 and other Aggrieved Employees all wages owed every day and every workweek in accordance with
15 Labor Code sections 204 and 1198. Plaintiff is informed and believes, and based thereon alleges,
16 that Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees
17 have personally suffered these violations. For example, Plaintiff did not receive her wage statements
18 for the pay periods of September 1, 2025, through September 7, 2025, or September 29, 2025,
19 through October 5, 2025. Plaintiff also did not receive her final wage statement, and believes
20 Defendants maintained a similar practice amongst other Aggrieved Employees as well. As such,
21 Defendants would be liable for civil penalties pursuant to Labor Code sections 210, 558, 1198 and
22 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and
23 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
24 was malicious, fraudulent, or oppressive. Therefore, Defendants would further be liable for civil
25 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

26 32. Plaintiff is further informed and believes, and based thereon alleges that Defendants
27 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor
28 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing

1 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
2 applicable to their employment; any allowances claimed as part of the minimum wage; the regular
3 payday designated by Defendants; the name of the employer, including any “doing business as”
4 names used by the employer; the physical address of the employer’s main office and the telephone
5 number of the employer; the name, address and telephone number of the workers’ compensation
6 insurance carrier; information regarding paid sick leave; and other pertinent information required to
7 be disclosed by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that
8 Defendants’ failure to provide such information, including rates of pay that are in effect, has
9 permitted Defendants to pay employees at rates of pay that were not agreed upon and violate
10 minimum wage and overtime wage laws in California. Plaintiff is informed and believes that
11 Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and other Aggrieved
12 Employees personally suffered these violations. Plaintiff is further informed and believes, and based
13 thereon alleges, that Defendants’ conduct above gave rise to such violations and was malicious,
14 fraudulent, or oppressive. Among other relief, employees may collect from Defendants in
15 connection with these violations’ civil penalties pursuant to Labor Code sections 558, 1198 and
16 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
17 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

18 33. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
19 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or
20 disclosing the skills, knowledge and experience they obtained at Defendants for purposes of
21 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
22 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
23 from disclosing who else works at Defendants and under what circumstances that they might be
24 receptive to an offer from a rival employer. For example, Plaintiff’s Employment Agreement
25 provides that Plaintiff cannot disclose Plaintiff’s wage rates, except to a spouse, accountant,
26 financial institution, so long as those individuals also keep such information confidential As such,
27 Plaintiff is informed and believes that this violates Business and Professions Code sections 17200,
28 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor

1 Code sections 232, 232.5, 1197.5, subdivision (k), and 1198, and that Plaintiff and other Aggrieved
2 Employees have personally suffered these violations. Plaintiff is further informed and believes, and
3 based thereon alleges, that Defendants' conduct above gave rise to such violations and was
4 malicious, fraudulent, or oppressive. Defendants would be liable for civil penalties pursuant to
5 Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
6 Defendants would further be liable for civil penalties pursuant to Labor Code section
7 2699(f)(2)(B)(ii).

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

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

25 **FIRST AND ONLY CAUSE OF ACTION**

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

27 36. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
28 preceding paragraphs as though fully set forth hereat.

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

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

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

Violation of Labor Code § 558

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

- (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
- (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
- (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

45. 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

1 regulating wages, hours and days of work described herein, including but not limited to Labor Code
2 sections 201-204, 223, 226.7, 510, 511, 512, 551, 552, 1182.12, 1194, 1197, 1198, and 2802.

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

8 Violation of Labor Code § 1174.5

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

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

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

28 50. Pursuant to Labor Code section 1174.5, "[a]ny person employing labor who willfully

1 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
2 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
3 member of the commission or employees of the division to inspect records pursuant to subdivision
4 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

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

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

14 Violation of Labor Code § 1197.1

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

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

26 (2) For each subsequent violation for the same specific offense, two hundred fifty
27 dollars (\$250) for each underpaid employee for each pay period for which the
28 employee is underpaid regardless of whether the initial violation is

1 intentionally committed. This amount shall be in addition to an amount
2 sufficient to recover underpaid wages, liquidated damages pursuant to Section
3 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

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

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

17 Civil Penalties Under Labor Code § 2699

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

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

26 58. As such, Plaintiff and Aggrieved Employees are entitled to injunctive relief, one
27 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
28 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period

1 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

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

5 **PRAYER**

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

8 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
9 1174.5, 1197.1, and 2699;

10 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
11 210, 226.3, 558, 1174.5, 1197.1, and 2699;

12 C. For equitable, including, without limitation, injunctive relief;

13 C. Pre-judgment and post-judgment interest;

14 D. For costs of suit incurred herein; and

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

16 Dated: August 5, 2026

BIBIYAN LAW GROUP, P.C.

17
18 BY: /s/ Sarah H. Cohen

19 SARAH H. COHEN

20 RAFAEL YEDOYAN

21 Attorneys for Plaintiff INDIA HOLMBERG
22 and on behalf of all other Aggrieved
23 Employees
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