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Attorneys for Plaintiffs CAROL LEVINSON, JAVIER HERNANDEZ SALAZAR, LINNEA AKERS, MARCELINA ORTEGA, LUIS GOMEZ, JIN GARCIA, LATASHA SPEARMAN, and JENNIFER SHELLY, as Aggrieved Employees, and on behalf of all other Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

CAROL LEVINSON, JAVIER HERNANDEZ SALAZAR, LINNEA AKERS, MARCELINA ORTEGA, LUIS GOMEZ, JIN GARCIA, LATASHA SPEARMAN, and JENNIFER SHELLY, as Aggrieved Employees, and on behalf of all other Aggrieved Employees under the Labor Code Private Attorneys' General Act of 2004,

Plaintiffs

v.

DESERT REGIONAL MEDICAL CENTER, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: **CVRI2602918**

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 Plaintiffs Carol Levinson (“LEVINSON”), Javier Hernandez Salazar (“SALAZAR”),
2 Linnea Akers (“AKERS”), Marcelina Ortega (“ORTEGA”), Luis Gomez (“GOMEZ”), Jin Garcia
3 (“GARCIA”), Latasha Spearman (SPEARMAN”), and Jennifer Shelly (“SHELLY”) (collectively,
4 “Plaintiffs”), as Aggrieved Employees, and on behalf of all other Aggrieved Employees under the
5 Labor Code Private Attorneys’ General Act of 2004, allege as follows:

6 **INTRODUCTION**

7 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
8 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Desert Regional
9 Medical Center, Inc., a California corporation, and any of its respective subsidiaries or affiliated
10 companies within the State of California (“Desert Regionals”), (hereinafter, collectively, with
11 DOES 1 through 100, as further defined below, “Defendants”) as a proxy of the Labor and
12 Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiffs and
13 all Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically, in
14 connection with any alleged claims for failure to comply with Labor Code sections 200, 201, 202,
15 203, 204, 210, 221, 223, 226, 226.3, 227.3, 245, 246, 432, 432.3, 432.5, 432.7, 1198, 1198.5,
16 including restraints on competition, and applicable Wage Orders. Plaintiffs seek to represent all
17 current and former employees that worked for Defendants during the PAGA Period. On all other
18 claims mentioned herein, Plaintiffs seek to represent only non-exempt current and former employees
19 that worked for Defendants during the PAGA Period. Collectively, these employees are herein
20 referred to as “Aggrieved Employees.” The “PAGA Period” refers to one year preceding the date
21 notice was submitted to the LWDA, continuing past the date of notice to the LWDA into perpetuity.

22 **PARTIES**

23 2. Plaintiff LEVINSON is a resident of the State of California. At all relevant times
24 herein, Plaintiff LEVINSON is informed and believes, and based thereon alleges, that Defendants
25 employ Plaintiff LEVINSON as a non-exempt employee. Plaintiff LEVINSON works as a
26 Registered Nurse with duties that include, but are not limited to, caring for patients’ wounds,
27 assisting with and use of/implementation of feeding tubes, implementation of catheters,
28 administering chemo therapy, admissions, and other tasks in the Bariatric unit. Plaintiff LEVINSON

1 is informed and believes, and based thereon alleges, that Plaintiff LEVINSON works for Defendants
2 from approximately May of 2017 through the present day.

3 3. Plaintiff SALAZAR is a resident of the State of California. At all relevant times
4 herein, Plaintiff SALAZAR is informed and believes, and based thereon alleges, that Defendants
5 employ Plaintiff SALAZAR as a non-exempt employee. Plaintiff SALAZAR works as a Nurse with
6 duties that include, but are not limited to, treating patients in urgent condition in the Acute Care
7 Unit. Plaintiff SALAZAR is informed and believes, and based thereon alleges, that Plaintiff
8 SALAZAR works for Defendants from approximately 1996 through the present day.

9 4. Plaintiff AKERS is a resident of the State of California. At all relevant times herein,
10 Plaintiff AKERS is informed and believes, and based thereon alleges, that Defendants employ
11 Plaintiff AKERS as a non-exempt employee. Plaintiff AKERS works as a Registered Nurse with
12 duties that include, but are not limited to, caring for patients in the maternity unit and assisting with
13 post-delivery care. Plaintiff AKERS is informed and believes, and based thereon alleges, that
14 Plaintiff AKERS works for Defendants from approximately 2009 through the present day.

15 5. Plaintiff ORTEGA is a resident of the State of California. At all relevant times
16 herein, Plaintiff ORTEGA is informed and believes, and based thereon alleges, that Defendants
17 employed Plaintiff ORTEGA as a non-exempt employee. Plaintiff worked as a Certified Nursing
18 Assistant with duties that included, but were not limited to, caring for patients, checking patients'
19 vitals, feeding patients, other bedside care tasks, and monitoring behavioral health patients for flight
20 risk. Plaintiff ORTEGA is informed and believes, and based thereon alleges, that Plaintiff
21 ORTEGA worked for Defendants from approximately March 2025 through approximately
22 September of 2025.

23 6. Plaintiff GOMEZ is a resident of the State of California. At all relevant times herein,
24 Plaintiff GOMEZ is informed and believes, and based thereon alleges, that Defendants employed
25 Plaintiff GOMEZ as a non-exempt employee. Plaintiff GOMEZ worked as a Certified Nursing
26 Assistant with duties that included, but were not limited to, caring for patients by shadowing them
27 in their activities, changing diapers, and assisting with locomotion. Plaintiff GOMEZ is informed
28 and believes, and based thereon alleges, that Plaintiff GOMEZ worked for Defendants from

1 approximately October of 2023 through approximately March of 2025.

2 7. Plaintiff GARCIA is a resident of the State of California. At all relevant times herein,
3 Plaintiff GARCIA is informed and believes, and based thereon alleges, that Defendants employed
4 Plaintiff GARCIA as a non-exempt employee. Plaintiff GARCIA worked as an Associate in the
5 Telecommunication Department with duties that included, but were not limited to, answering calls,
6 responding to reports, and relaying codes. Plaintiff GARCIA is informed and believes, and based
7 thereon alleges, that Plaintiff GARCIA worked for Defendants from approximately July of 2023
8 through approximately October of 2025.

9 8. Plaintiff SPEARMAN is a resident of the State of California. At all relevant times
10 herein, Plaintiff SPEARMAN is informed and believes, and based thereon alleges, that Defendants
11 employed Plaintiff SPEARMAN as a non-exempt employee. Plaintiff SPEARMAN worked as a
12 Certified Nursing Assistant with duties that included, but were not limited to, feeding infant patients,
13 checking patients' vital signs, cleaning equipment and hospital beds, moving beds, and assisting
14 with patient transfers and discharges. Plaintiff SPEARMAN is informed and believes, and based
15 thereon alleges, that Plaintiff SPEARMAN worked for Defendants from approximately March of
16 2025 through approximately June of 2025.

17 9. Plaintiff SHELLY is a resident of the State of California. At all relevant times herein,
18 Plaintiff SHELLY is informed and believes, and based thereon alleges, that Defendants employed
19 Plaintiff SHELLY as a non-exempt employee. Plaintiff SHELLY worked as a Registered Nurse
20 with duties that included, but were not limited to, providing supplies, assisting anesthesia staff,
21 monitoring patients during procedures, transferring patients to and from the operating room,
22 communicating with Emergency Room staff about cases, taking orders from surgeons, and acting
23 as charge nurse at night. Plaintiff SHELLY is informed and believes, and based thereon alleges,
24 that Plaintiff SHELLY worked for Defendants from approximately December of 2022 through
25 approximately May of 2025.

26 10. Plaintiffs are informed and believe and based thereon allege that defendant Desert
27 Regional is, and at all times relevant hereto was, a corporation existing under and by virtue of the
28 laws of the State of California and doing business in the County of Riverside, State of California.

1 At all relevant times herein, Desert Regional employed Plaintiffs and Aggrieved Employees within
2 the State of California.

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

10 **JOINT LIABILITY ALLEGATIONS**

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

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

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

1 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
2 aforementioned corporate employees, agents and representatives.

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

5 **JURISDICTION**

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

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

17 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

27 20. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
28 such as Plaintiffs to bring a civil action to recover civil penalties pursuant to the procedures specified

1 in Labor Code section 2699.3 on behalf of Plaintiffs and all other Aggrieved Employees within the
2 PAGA Period.

3 21. Pursuant to Labor Code section 2699.3, on or around January 9, 2026, Plaintiffs
4 provided written notice of Defendants' violation of various provisions of the Labor Code to the
5 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

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

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

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

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

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

27 27. In the event, the LWDA and/or a court issued a finding or determination to the
28 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the

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

10 **FACTUAL ALLEGATIONS**

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

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

20 30. Upon information and belief, Defendants failed to accurately track and/or pay for all
21 minutes actually worked by Plaintiffs and Aggrieved Employees at the proper rates of pay.
22 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
23 including, without limitation, by requiring Plaintiffs and Aggrieved Employees to complete pre-
24 shift tasks before clocking in and post-shift tasks after clocking out, such as donning and doffing
25 required uniforms and personal protective gear (such as scrubs, eye protection, chemo gloves and
26 gown, and masks) before and after shifts, beginning patient chart notes prior to clocking in, taking
27 temperature checks and/or security checks before clocking in; and waiting in long lines to clock in
28 because Defendants had limited time-clocks, and assigned employees specific time clocks to use.

1 Defendants further required Plaintiffs and other Aggrieved Employees to perform work while
2 clocked out on meal breaks.

3 31. In addition, Defendants failed to pay all overtime owed by attempting but failing to
4 properly implement an alternative workweek schedule (“AWS”), including, without limitation, by
5 failing to implement a written agreement designating the regularly scheduled alternative workweek
6 in which the specified number of work days and work hours are regularly recurring; failing to adopt
7 the AWS in a secret ballot election, before the performance of work, by at least a two-thirds (2/3)
8 vote of the affected employees in the work unit; failing to follow the notice/disclosures procedures
9 prior to any AWS election; and/or failing to register an AWS election with the State of California, as
10 required by Labor Code section 511 and applicable Wage Orders.

11 32. Plaintiffs are informed and believe, and based thereon allege, that Defendants
12 violated, without limitation, Labor Code sections 223, 510, 511, 551, 552, 1197, 1182.12, and
13 applicable Wage Orders based on their continued failure to pay minimum and overtime wages for
14 all hours worked. Thus, Plaintiffs and other Aggrieved Employees are entitled to actual and
15 liquidated damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198.
16 Plaintiffs are further informed and believe, and based thereon allege, that Defendants’ conduct
17 above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would
18 also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these
19 wages), 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
20 Defendants would further be liable for civil penalties pursuant to Labor Code section
21 2699(f)(2)(B)(ii).

22 33. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
23 each of them, had and have a policy or practice of compelling Plaintiffs and other Aggrieved
24 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
25 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
26 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiffs and
27 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; not
28 allowing employees to leave the premises for breaks; failing to provide meal periods all together:

1 not providing timely meal periods; failing to provide second meal periods: providing short meal
2 periods, including without limitation, meal periods that may appear on the record to be 30 minutes
3 or longer but in practice were shorter than thirty minutes due to time spent having to wait in line to
4 clock in, having to don and doff safety gear and/or uniforms, and/or having to retrieve and store
5 personal belongings during the meal periods; requiring that employees carry cell phones or walkie-
6 talkies during meal periods; requiring on-duty/on-call meal periods; and/or auto-deducting meal
7 periods that could not be auto-deducted by law or during which employees worked. For example,
8 Plaintiffs were required to keep their cell phones on their person during their meal breaks and
9 respond to texts and calls. Defendants' doctors would enter break rooms to ask Plaintiffs questions
10 about patients during their breaks. Plaintiffs were required to stay within earshot of the loudspeakers
11 to respond to urgent patient conditions during their meal breaks. Plaintiffs and other Aggrieved
12 Employees personally suffered these violations. Consequently, Plaintiffs are informed and believe,
13 and based thereon allege, that Defendants violated Labor Code sections 512 and 1198 each day for
14 each Aggrieved Employee during the PAGA Period, and thus each Aggrieved Employee was owed
15 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period
16 under Labor Code section 226.7. However, Plaintiffs are informed and believe that those premium
17 payments under Labor Code section 226.7 were not made for these non-compliant meal periods,
18 either at all or at the proper regular rate of pay. Defendants would thus be liable for civil penalties
19 pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for
20 both failing to authorize the taking of compliant meal periods and for failing to provide premium
21 pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k).
22 Plaintiffs are further informed and believe, and based thereon allege, that Defendants' conduct that
23 gave rise to such violations and was malicious, fraudulent, or oppressive. As such, Defendants are
24 further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

25 34. Plaintiffs are informed and believe, and based thereon allege, that Defendants
26 maintain policies or practices of compelling Plaintiffs and other Aggrieved Employees every day
27 to, including, without limitation, work over four-hour periods (or major fractions thereof) without
28 authorizing and permitting Plaintiffs and other Aggrieved Employees to take uninterrupted, timely,

1 and complete ten-minute rest periods in which the employees are completely relieved of all of their
2 duties. By way of example, Defendants regularly denied Plaintiffs and Aggrieved Employees lawful
3 rest periods by, without limitation, interrupting rest periods; not always allowing Plaintiffs to leave
4 the premises during breaks; failing to provide rest periods all together; failing to provide a suitable
5 break area; failing to provide rest periods that were at least ten minutes in length, including rest
6 periods that may have encompassed a total of ten minutes but were in practice less than ten
7 uninterrupted minutes due to, without limitation, interruptions with urgent work tasks, time spent
8 having to don and doff safety gear and/or uniforms during the rest periods, and/or having to retrieve
9 and store personal belongings during the rest periods; failing to provide relief for staff so they could
10 take breaks; failing to authorize a third rest break on shifts over ten hours in length; requiring
11 employees to carry cell phones or walkie-talkies during rest periods; not providing rest periods in a
12 timely fashion; and otherwise requiring on-duty/on-call rest periods. Plaintiffs and other Aggrieved
13 Employees personally suffered these violations. Consequently, Plaintiffs are informed and believe,
14 and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each
15 Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed
16 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period
17 under Labor Code section 226.7. However, Plaintiffs are informed and believe that those premium
18 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
19 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
20 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
21 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking
22 of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7,
23 or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and
24 believe, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
25 was malicious, fraudulent, or oppressive. As such, Defendants are further liable for civil penalties
26 pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 35. As a result of, among other things, Defendants' herein-described policy or practice
28 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide

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

22 36. Plaintiffs are informed and believe, and based thereon allege, that Defendants also
23 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
24 compensation to Plaintiffs and other terminated or resigned employees, including but not limited to,
25 failing to pay all overtime wages owed; all minimum wages; all premium pay owed; and all paid
26 sick leave, vacation pay and paid time off, and all premium pay owed, as set forth above, among
27 other things. Consequently, Plaintiffs are informed and believe, and based thereon allege, that
28 Defendants violated Labor Code sections 201, 202 203, and 1198 each pay period for each

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

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

24 38. Plaintiffs are informed and believe, and based thereon allege that Defendants had and
25 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
26 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
27 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
28 which the labor was performed, and labor performed between the 16th and the last day, inclusive of

1 any calendar month, shall be paid for between the 1st and 10th day of the following month.”
2 Plaintiffs are informed and believe and based thereon allege that Defendants did not and do not pay
3 Plaintiffs and other Aggrieved Employees all wages owed every day and every workweek in
4 accordance with Labor Code sections 204 and 1198. Plaintiffs are informed and believe, and based
5 thereon allege, that Defendants violated Labor Code section 204 and that Plaintiffs and other
6 Aggrieved Employees have personally suffered these violations. As such, Defendants would be
7 liable for civil penalties pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive
8 relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based
9 thereon allege, that Defendants’ conduct above gave rise to such violations and was malicious,
10 fraudulent, or oppressive. Therefore, Defendants would further be liable for civil penalties pursuant
11 to Labor Code section 2699(f)(2)(B)(ii).

12 39. Plaintiffs are further informed and believe, and based thereon allege, that Defendants
13 have or had a policy or practice of failing to provide Plaintiffs and other Aggrieved Employees with
14 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
15 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
16 to be provided pursuant to California and local laws. Plaintiffs are further informed and believe that
17 the sick pay was not provided at the proper regular of pay as required under California law due to
18 failure to properly calculate the regular rate. Plaintiff is further informed and believes that
19 Defendants also did not permit its use upon request by Defendants and other Aggrieved Employees
20 as contemplated under California and local laws, including, without limitation, under Labor Code
21 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
22 without retaliation. Plaintiffs are additionally informed and believe that the notice requirement of
23 Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace
24 injury reporting. Plaintiffs are thus informed and believe that Defendants violated these Labor Code
25 sections, as well as Labor Code section 1198. As such, Plaintiffs and other Aggrieved Employees
26 have personally suffered violations under these sections and Defendants would be liable for civil
27 penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699,
28 as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys’ fees and costs.

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

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

17 41. Plaintiffs are further informed and believes, and based thereon alleges that
18 Defendants failed and refused, and continue to fail and refuse, to comply with the notice
19 requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among
20 other things, failing to provide Plaintiffs and other Aggrieved Employees with the rates of pay and
21 overtime rates of pay applicable to their employment; any allowances claimed as part of the
22 minimum wage; the regular payday designated by Defendants; the name of the employer, including
23 any "doing business as" names used by the employer; the physical address of the employer's main
24 office and the telephone number of the employer; the name, address and telephone number of the
25 workers' compensation insurance carrier; information regarding paid sick leave; and other pertinent
26 information required to be disclosed by Defendants under Labor Code section 2810.5. Plaintiffs are
27 informed and believe that Defendants' failure to provide such information, including rates of pay
28 that are in effect, has permitted Defendants to pay employees at rates of pay that were not agreed

1 upon and violate minimum wage and overtime wage laws in California. Plaintiffs are informed and
2 believes that Defendants violated Labor Code sections 1198 and 2810.5. Plaintiffs and other
3 Aggrieved Employees personally suffered these violations. Plaintiffs are further informed and
4 believe, and based thereon allege, that Defendants' conduct above gave rise to such violations and
5 was malicious, fraudulent, or oppressive. Among other relief, employees may collect from
6 Defendants in connection with these violations' civil penalties pursuant to Labor Code sections 558,
7 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
8 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

9 42. Plaintiffs are informed and believes, and based thereon alleges, that Defendants had
10 and has a policy or practice of failing to provide all working employees, including without limitation
11 Plaintiffs, with suitable seats when the nature of the work reasonably permits the use of seats.
12 Plaintiffs are further informed and believe, and based thereon allege that
13 Defendants failed to place an adequate number of seats in reasonable proximity to the work area
14 and/or permitted Plaintiffs and other Aggrieved Employees to use such seats when it does not
15 interfere with the performance of their duties when employees are not engaged in the active duties
16 of their employment and the nature of their work requires standing. Plaintiffs and other Aggrieved
17 Employees have personally suffered these violations. By way of example, LEVINSON was
18 required to perform charting tasks on a computer, which were actually better performed seated than
19 while standing, but Defendants removed chairs from that area. Plaintiffs are informed and believe
20 that this has resulted in a violation of Labor Code section 1198. As a result, Plaintiffs and other
21 Aggrieved Employees have personally suffered violations thereto and Plaintiffs would be liable for
22 civil penalties under Labor Code sections 1198 and 2699, or injunctive relief under sections
23 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based thereon allege, that
24 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
25 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
26 2699(f)(2)(B)(ii).

27 43. Plaintiffs are informed and believe, and based thereon allege, that Defendants,
28 including their agents, managers, superintendents, and/or officers, required Plaintiffs and/or

1 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
2 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
3 limitation, terms known to be illegal in purported arbitration agreements, and other written
4 documents presented for signature and/or assent to Plaintiffs and/or Aggrieved Employees by
5 Defendants. Defendants also required Plaintiffs and Aggrieved Employees to inform prospective
6 employers of Defendants' restrictions of Plaintiffs' and Aggrieved Employees' freedom to work.
7 As a result, Plaintiffs are informed and believe that Defendants violated Labor Code sections 432.5
8 and 1198. As such, Plaintiffs are informed and believe, and based thereon allege, that Plaintiffs and
9 other Aggrieved Employees personally suffered these violations, and that Defendants violated,
10 without limitation, Labor Code section 432.5 and Government Code section 12952, entitling
11 Plaintiffs and other Aggrieved Employees to damages. Plaintiffs are further informed and believe,
12 and based thereon allege, that Defendants' conduct above gave rise to such violations and was
13 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to
14 Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and
15 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
16 2699(f)(2)(B)(ii).

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

21 **FIRST AND ONLY CAUSE OF ACTION**

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

23 45. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the
24 preceding paragraphs as though fully set forth herein.

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

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

1 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
2 between the 1st and 10th day of the following month.”

3 47. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
4 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
5 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
6 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
7 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
8 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
9 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

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

19 Civil Penalties Under Labor Code § 226.3

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

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

27 51. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
28 and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by

1 intentionally failing to furnish Plaintiffs and Aggrieved Employees with itemized wage statements
2 that accurately reflect gross wages earned; total hours worked; net wages earned; the name and
3 address of each employer with whom they have been placed to work; all applicable hourly rates in
4 effect during the pay period and the corresponding number of hours worked at each hourly rate; and
5 other such information as required by Labor Code section 226, subdivision (a).

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

11 Violation of Labor Code § 558

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

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

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

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

23 54. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
24 each of them, violated, or caused to be violated, the Labor Code sections and Wage Orders
25 regulating wages, hours and days of work described herein, including but not limited to Labor Code
26 sections 201-204, 223, 226.7, 510, 511, 512, 551, 552, 1182.12, 1194, 1197, 1198, and 2802.

27 55. As a direct and proximate result of the herein-described Labor Code violations,
28 pursuant to Labor Code section 558, Plaintiffs and other Aggrieved Employees are entitled to

1 recover civil penalties for Defendants' herein-described Labor Code violations in the amount fifty
2 dollars (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred
3 dollars (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

4 Violation of Labor Code § 1174.5

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

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

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

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

60. Plaintiffs are informed and believe, and based thereon allege, that Defendants have willfully failed to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174.

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

Violation of Labor Code § 1197.1

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

- (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
- (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
- (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to

1 Section 203, recovered pursuant to this section shall be paid to the affected
2 employee.”

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

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

13 Civil Penalties Under Labor Code § 2699

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

20 66. Plaintiffs are informed and believe, and based thereon allege that Defendants, and
21 each of them, violated the Labor Code sections described in the preceding paragraphs.

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

26 68. Moreover, Plaintiffs and other Aggrieved Employees within the State of California
27 whom Plaintiffs seek to represent are entitled to an award of reasonable attorneys’ fees and costs in
28 connection with their herein-described claims for civil penalties.

1 **PRAYER**

2 **WHEREFORE**, on behalf of Plaintiffs and Aggrieved Employees, Plaintiffs pray for
3 judgment against Defendants as follows:

- 4 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
5 1174.5, 1197.1, and 2699;
- 6 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
7 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 8 C. For equitable, including, without limitation, injunctive relief;
- 9 C. Pre-judgment and post-judgment interest;
- 10 D. For costs of suit incurred herein; and
- 11 E. Such other and further relief as the Court deems just and proper.

12 Dated: May 13, 2026

BIBIYAN LAW GROUP, P.C.

13
14 BY: /s/ Bevin Pike

15 BEVIN PIKE

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18 JAVIER HERNANDEZ SALAZAR,
19 LINNEA AKERS, MARCELINA ORTEGA,
20 LUIS GOMEZ, JIN GARCIA, LATASHA
21 SPEARMAN, and JENNIFER SHELLY and
22 on behalf of all other Aggrieved Employees
23
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25
26
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28