

BIBIYAN LAW GROUP, P.C.

Gayane Ghandilyan (SBN 327818)

gayane@tomorrowlaw.com

Madison E. Gunning (SBN 345222)

mgunning@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff MALIK SINGH,
as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

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

Plaintiff

v.

BEST BAY TRUCKING CORPORATION, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: **26STCV27641**

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 Malik Singh (“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 BEST BAY
7 TRUCKING CORPORATION, a California corporation, and any of its respective subsidiaries or
8 affiliated companies within the State of California (“BEST BAY”, hereinafter, collectively, with
9 DOES 1 through 100, as further defined below, “Defendants”) as a proxy of the Labor and
10 Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and
11 all Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically, in
12 connection with any alleged claims for failure to comply with Labor Code sections 98.6, 200, 201,
13 201.3 202, 203, 204, 206.5, 210, 221, 223, 226, 226.3, 226.7, 227.3, 233, 234, 245, 246, 432, 510,
14 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 2800, 2802,
15 2810.5, 2699, among and applicable Wage Orders, Plaintiff seeks to represent all current and former
16 employees that worked for Defendants during the PAGA Period. On all other claims mentioned
17 herein, Plaintiff seeks to represent only non-exempt current and former employees that worked for
18 Defendants during the PAGA Period. Collectively, these employees are herein referred to as
19 “Aggrieved Employees.” The “PAGA Period” refers to one year preceding the date notice was
20 submitted to the LWDA, continuing past the date of notice to the LWDA until judgement is entered.

21 **PARTIES**

22 2. Plaintiff Malik Singh is a resident of the State of California. At all relevant times
23 herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed
24 Plaintiff as a non-exempt employee. Plaintiff worked as a truck driver with duties that included, but
25 were not limited to, transporting loads from ports to delivery locations. Plaintiff is informed and
26 believes, and based thereon alleges, that Plaintiff Malik Singh worked for Defendants from
27 approximately March of 2025 through approximately August of 2025.

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

1 BAY is, and at all times relevant hereto was, a limited liability company organized and existing
2 under and by virtue of the laws of the State of California and doing business in the County of Los
3 Angeles, State of California. At all relevant times herein, BEST BAY employed Plaintiff and
4 Aggrieved Employees within the State of California.

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

12 **JOINT LIABILITY ALLEGATIONS**

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

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

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

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

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

7 **JURISDICTION**

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

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

19 **PAGA REPRESENTATIVE ALLEGATIONS**

20 11. Plaintiff is an "Aggrieved Employee" under PAGA, as Plaintiff was employed by
21 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein.
22 Accordingly, Plaintiff seeks to recover civil penalties under PAGA, plus reasonable attorneys' fees
23 and costs, for Plaintiff and all other Aggrieved Employees of Defendants during the PAGA Period.

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

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

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

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

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

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

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

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

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

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

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

11 **FACTUAL ALLEGATIONS**

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

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

21 23. Upon information and belief, Defendants failed to accurately track and/or pay for all
22 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
23 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
24 including, without limitation, by requiring Plaintiff and Aggrieved Employees to complete pre-shift
25 tasks before clocking in. due to the fact that Plaintiff and Aggrieved Employees were required to
26 conduct a vehicle inspection before clocking in for their shifts.

27 24. In, addition, Defendants failed to pay overtime at the one and a half times Plaintiff's
28 regular rate of pay. For example, Plaintiff worked for 50-63 hours per week but overtime was paid

1 at the regular rate instead of one and a half times the regular rate. Moreover, upon information and
2 belief, Defendants detrimentally rounded, edited and/or manipulated time entries so the hours
3 recorded were less than the hours actually worked. By the way of example, Defendant deducted
4 hours from the Plaintiff's paystub if they considered that the route they took was too long or
5 unjustified. Plaintiff's weekly timesheet log book for the week of June 8, 2025, through June 14,
6 2025, shows that Plaintiff worked 63 hours and 15 minutes. However, Plaintiff's corresponding pay
7 summary shows that Plaintiff was only paid for 56.6 hours.

8 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
10 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
11 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
12 damages under, without limitation, Labor Code sections 194, 1194.2, and 1198. Plaintiff is further
13 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
14 violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
15 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
16 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
17 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

18 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
19 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
20 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
21 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
22 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
23 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods, failing
24 to provide meal periods all together; not providing timely meal periods, and failing to provide
25 second meal periods. For example, Plaintiff and upon information and belief, Aggrieved
26 Employees, would work over 10 hours in a shift and would only be provided with the first meal
27 break, and would only be allowed to take the meal break after clocking out and after completing
28 the shift, as evidenced by Plaintiff's daily driver's log dated June 11, 2025. Plaintiff and other

1 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and
2 believes, and based thereon alleges, that Defendants violated Labor Code sections 512 and 1198
3 each day for each Aggrieved Employee during the PAGA Period, and thus each Aggrieved
4 Employee was owed one hour of premium pay at their regular rate of pay for each day worked
5 during the PAGA Period under Labor Code section 226.7. However, Plaintiff is informed and
6 believes that those premium payments under Labor Code section 226.7 were not made for these
7 non-compliant meal periods, either at all or at the proper regular rate of pay. Defendants would thus
8 be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these
9 wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and
10 for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under
11 sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon
12 alleges, that Defendants' conduct that gave rise to such violations and was malicious, fraudulent, or
13 oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code section
14 2699(f)(2)(B)(ii).

15 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
17 including, without limitation, work over four-hour periods (or major fractions thereof) without
18 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
19 and complete ten-minute rest periods in which the employees are completely relieved of all of their
20 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
21 rest periods by, without limitation, failing to provide rest periods all together; given that Plaintiff,
22 and upon information and belief, Aggrieved Employees, could not take rest breaks due to their
23 workload. . Plaintiff and other Aggrieved Employees personally suffered these violations.
24 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 violated the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA
26 Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular
27 rate of pay for each day worked during the PAGA Period under Labor Code section 226.7.
28 However, Plaintiff is informed and believes that those premium payments under Labor Code section

1 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular
2 rate of pay, in violation of Labor Code sections 226.7 and 1198. Defendants would thus be liable
3 for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558,
4 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to
5 provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1)
6 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
7 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
8 Defendants are further 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; the
16 inclusive dates of the period for which the employee is paid; the name of the employee and only the
17 last four digits of their social security number or an employee identification number other than a
18 social security number; all deductions; all applicable hourly rates in effect during the pay period and
19 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
20 address of the employer, and other such information as required by Labor Code section 226,
21 subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized
22 wage statements that accurately reflect the hours worked by Plaintiff and other Aggrieved
23 Employees and the rates of pay at which they were or should have been paid (including due to failure
24 to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and
25 paid at each rate, as well. Consequently, Plaintiff is informed and believes, and based thereon
26 alleges, that Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved
27 Employee during the PAGA Period, and that, thus Plaintiff and each Aggrieved Employee
28 personally suffered these violations and was owed penalties under Labor Code section 226 for each

1 pay period worked during the PAGA Period. Plaintiff is informed and believes that those penalties
2 under Labor Code section 226 were not paid for these violations of Labor Code section 226.
3 Defendants would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558,
4 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
5 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
6 violations and was malicious, fraudulent, or oppressive. Thus, Defendants would further be liable
7 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

8 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
9 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
10 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
11 failing to pay all overtime wages owed, including for failure to pay at overtime the proper rate of
12 pay; all minimum wages; as set forth above, among other things. Consequently, Plaintiff is informed
13 and believes, and based thereon alleges, that Defendants violated Labor Code sections 201, 202 203,
14 and 1198 each pay period for each Aggrieved Employee during the PAGA Period, and thus Plaintiff
15 and each Aggrieved Employee personally suffered these violations and was owed penalties under
16 Labor Code section 203 for each pay period worked during the PAGA Period. However, Plaintiff
17 is informed and believes that those penalties under Labor Code section 203 were not made for these
18 violations of Labor Code sections 201, 202, and 203. Defendants would thus be liable for civil
19 penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections
20 2699(e)(1) and 2699(j). Plaintiff is further informed and believes, and based thereon alleges, that
21 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
22 oppressive. As such, Defendants would further be liable for civil penalties pursuant to Labor Code
23 section 2699(f)(2)(B)(ii).

24 30. Plaintiff is informed and believes, and based thereon alleges that Defendants also
25 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
26 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for purchasing
27 uniforms, separately laundering mandatory uniforms, and for the purchase and maintenance of
28 cellular phones and cellular phone plans, in direct consequence of the discharge of their duties, or

1 of their obedience to the directions of Defendants, as required by Labor Code sections 1198, 2800,
2 2802, and other statutory and common law offenses. As a result, Plaintiff and other Aggrieved
3 Employees have personally suffered these violations and Defendants are liable to reimburse Plaintiff
4 and other Aggrieved Employees for these costs incurred in furtherance of work duties. Defendants
5 would thus be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or
6 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
7 and based thereon alleges, that Defendants' conduct above gave rise to such violations and was
8 malicious, fraudulent, or oppressive. As such, Defendants would further be liable for civil penalties
9 pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

26 32. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
27 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
28 statements and similar payroll documents under Labor Code section 226, documents signed to

1 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
2 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
3 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Defendants
4 also failed to provide these documents to Plaintiff and other Aggrieved Employees upon request on
5 August 1st, 2025, and August 29th, 2025, in violation of these Labor Code sections. Plaintiff and the
6 Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiff and
7 other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5.
8 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5,
9 and 2699. Plaintiff further informed and believes, and based thereon alleges, that Defendants'
10 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants
11 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

12 33. Plaintiff is further informed and believes, and based thereon alleges that Defendants
13 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor
14 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
15 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
16 applicable to their employment; any allowances claimed as part of the minimum wage; the regular
17 payday designated by Defendants; the name of the employer, including any "doing business as"
18 names used by the employer; the physical address of the employer's main office and the telephone
19 number of the employer; the name, address and telephone number of the workers' compensation
20 insurance carrier; information regarding paid sick leave; and other pertinent information required to
21 be disclosed by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that
22 Defendants' failure to provide such information, including rates of pay that are in effect, has
23 permitted Defendants to pay employees at rates of pay that were not agreed upon and violate
24 minimum wage and overtime wage laws in California. Plaintiff is informed and believes that
25 Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and other Aggrieved
26 Employees personally suffered these violations. Plaintiff is further informed and believes, and based
27 thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious,
28 fraudulent, or oppressive. Among other relief, employees may collect from Defendants in

1 connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and
2 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
3 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

8 **FIRST AND ONLY CAUSE OF ACTION**

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

10 35. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
11 preceding paragraphs as though fully set forth hereat.

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

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

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

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

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

6 Civil Penalties Under Labor Code § 226.3

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

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

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

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

26 Violation of Labor Code § 558

27 43. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
28 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating

1 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
2 penalty as follows:

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

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

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

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

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

19 Violation of Labor Code § 1174.5

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

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

1 all employees employed and the ages of all minors.”

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

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

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

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

25 Violation of Labor Code § 1197.1

26 52. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
27 person acting either individually or as an officer, agent, or employee of another person, who pays
28 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or

1 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
2 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
3 Section 203 as follows:

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

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

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

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

22 54. As a direct and proximate result of the herein-described Labor Code violations,
23 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
24 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one
25 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
26 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
27 subsequent violation.

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Civil Penalties Under Labor Code § 2699

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

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

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

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

PRAYER

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

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

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

Dated: August 31, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Madison E. Gunning
Madison E. Gunning

Attorneys for Plaintiff Malik Singh and on
behalf of all other Aggrieved Employees