

BIBIYAN LAW GROUP, P.C.

Molly DeSario (SBN 230763)
mdesario@tomorrowlaw.com
Bryce Bommer (SBN 313846)
bbommer@tomorrowlaw.com
Laurel Holmes (SBN 308515)
laurel@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff RASHAAD WILLIAMS,
as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

4/22/2026 7:12:01 PM

Clerk of the Superior Court
By D. Saenz ,Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

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

Plaintiff

v.

CLUBCORP SYMPHONY TOWERS CLUB,
INC., dba University Club San Diego, a
Delaware corporation; CLUBCORP BUNKER
HILL CLUB, INC., a Delaware corporation;
CLUBCORP USA, INC., dba Invited, a
Delaware corporation; CLUBCORP ALISO
VIEJO HOLDING, LLC, dba Aliso Viejo
Country Club, a Delaware limited liability
company; CLUBCORP BRAEMAR
COUNTRY CLUB, INC., dba Mulholland
Hills Country Club, a Delaware corporation;
CLUBCORP CANYON CREST COUNTRY
CLUB, INC., dba Canyon Crest Country Club,
a Delaware corporation; CLUBCORP
CENTER CLUB, INC., a Delaware
corporation; CLUBCORP CROW CANYON
MANAGEMENT CORP., a Delaware
corporation; CLUBCORP DESERT FALLS
COUNTRY CLUB, INC., a Delaware
corporation; CLUBCORP GRANITE BAY
MANAGEMENT, INC., a Delaware

CASE NO.: 26CU022335C

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 corporation; CLUBCORP IW GOLF CLUB,
2 INC., dba Indian Wells Country Club, a
3 Delaware corporation; CLUBCORP MISSION
4 HILLS COUNTRY CLUB, INC., a Delaware
5 corporation; CLUBCORP PORTER VALLEY
6 COUNTRY CLUB, INC., a Delaware
7 corporation; CLUBCORP SAN JOSE CLUB,
8 INC., a Delaware corporation; CLUBCORP
9 SHADOW RIDGE GOLF CLUB, INC., a
10 Delaware corporation; CLUBCORP SPRING
11 VALLEY LAKE COUNTRY CLUB, INC.,
12 dba Spring Valley Lake Country Club, a
13 Delaware corporation; CLUBCORP TEAL
14 BEND GOLF CLUB, INC., dba Teal Bend
15 Golf Club, a Delaware corporation;
16 CLUBCORP TURKEY CREEK GOLF
17 CLUB, INC., a Delaware corporation;
18 EMPIRE RANCH, LLC, dba Empire Ranch
19 Golf Club, a Delaware limited liability
20 company; CLUBCORP AIRWAYS GOLF,
21 LLC, a Delaware limited liability company;
22 OLD RANCH COUNTRY CLUB, LLC, a
23 California limited liability company; and
24 DOES 1 through 100, inclusive,

25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

Defendants.

1 Plaintiff RASHAAD WILLIAMS ("Plaintiff"), as an Aggrieved Employee, and on behalf
2 of all other Aggrieved Employees under the Labor Code Private Attorneys' General Act of 2004,
3 alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against CLUBCORP
7 SYMPHONY TOWERS CLUB, INC., dba University Club San Diego, a Delaware corporation,
8 and any of its respective subsidiaries or affiliated companies within the State of California
9 ("Symphony Towers"), CLUBCORP BUNKER HILL CLUB, INC., a Delaware corporation, and
10 any of its respective subsidiaries or affiliated companies within the State of California ("Bunker
11 Hill"), CLUBCORP USA, INC., dba Invited, a Delaware corporation, and any of its respective
12 subsidiaries or affiliated companies within the State of California ("Invited"); CLUBCORP ALISO
13 VIEJO HOLDING, LLC, dba Aliso Viejo Country Club, a Delaware limited liability company, and
14 any of its respective subsidiaries or affiliated companies within the State of California ("Aliso
15 Viejo"); CLUBCORP BRAEMAR COUNTRY CLUB, INC., dba Mulholland Hills Country Club,
16 a Delaware corporation, and any of its respective subsidiaries or affiliated companies within the
17 State of California ("Mulholland Hills"); CLUBCORP CANYON CREST COUNTRY CLUB,
18 INC., dba Canyon Crest Country Club, a Delaware corporation, and any of its respective subsidiaries
19 or affiliated companies within the State of California ("Canyon Crest"); CLUBCORP CENTER
20 CLUB, INC., a Delaware corporation, and any of its respective subsidiaries or affiliated companies
21 within the State of California ("Center Club"); CLUBCORP CROW CANYON MANAGEMENT
22 CORP., a Delaware corporation, and any of its respective subsidiaries or affiliated companies within
23 the State of California ("Crow Canyon"); CLUBCORP DESERT FALLS COUNTRY CLUB, INC.,
24 a Delaware corporation, and any of its respective subsidiaries or affiliated companies within the
25 State of California ("Desert Falls"); CLUBCORP GRANITE BAY MANAGEMENT, INC., a
26 Delaware corporation, and any of its respective subsidiaries or affiliated companies within the State
27 of California ("Granite Bay"); CLUBCORP IW GOLF CLUB, INC., dba Indian Wells Country
28 Club, a Delaware corporation, and any of its respective subsidiaries or affiliated companies within

1 the State of California (“Indian Wells”); CLUBCORP MISSION HILLS COUNTRY CLUB, INC.,
2 a Delaware corporation, and any of its respective subsidiaries or affiliated companies within the
3 State of California (“Mission Hills”); CLUBCORP PORTER VALLEY COUNTRY CLUB, INC.,
4 a Delaware corporation, and any of its respective subsidiaries or affiliated companies within the
5 State of California (“Porter Valley”); CLUBCORP SAN JOSE CLUB, INC., a Delaware
6 corporation, and any of its respective subsidiaries or affiliated companies within the State of
7 California (“San Jose”); CLUBCORP SHADOW RIDGE GOLF CLUB, INC., a Delaware
8 corporation, and any of its respective subsidiaries or affiliated companies within the State of
9 California (“Shadow Ridge”); CLUBCORP SPRING VALLEY LAKE COUNTRY CLUB, INC.,
10 dba Spring Valley Lake Country Club, a Delaware corporation, and any of its respective subsidiaries
11 or affiliated companies within the State of California (“Spring Valley Lake”); CLUBCORP TEAL
12 BEND GOLF CLUB, INC., dba Teal Bend Golf Club, a Delaware corporation, and any of its
13 respective subsidiaries or affiliated companies within the State of California (“Teal Bend”);
14 CLUBCORP TURKEY CREEK GOLF CLUB, INC., a Delaware corporation, and any of its
15 respective subsidiaries or affiliated companies within the State of California (“Turkey Creek”);
16 EMPIRE RANCH, LLC, dba Empire Ranch Golf Club, a Delaware limited liability company, and
17 any of its respective subsidiaries or affiliated companies within the State of California (“Empire
18 Ranch”); CLUBCORP AIRWAYS GOLF, LLC, a Delaware limited liability company, and any of
19 its respective subsidiaries or affiliated companies within the State of California (“Airways Golf”);
20 and OLD RANCH COUNTRY CLUB, LLC, a California limited liability company, and any of its
21 respective subsidiaries or affiliated companies within the State of California (“Old Ranch”);
22 (hereinafter, Symphony Towers, Bunker Hill, Invited, Aliso Viejo, Mulholland Hills, Canyon Crest,
23 Center Club, Crow Canyon, Desert Falls, Granite Bay, Indian Wells, Mission Hills, Porter Valley,
24 San Jose, Shadow Ridge, Spring Valley Lake, Teal Bend, Turkey Creek, Empire Ranch, Airways
25 Golf, and Old Ranch, collectively, with DOES 1 through 100, as further defined below,
26 “Defendants”) as a proxy of the Labor and Workforce Development Agency of the State of
27 California (“LWDA”), on behalf of Plaintiff and all Aggrieved Employees that worked for
28 Defendants during the PAGA Period. Specifically, in connection with any alleged claims for failure

1 to comply with Labor Code sections 200, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 227.3, 245,
2 246, 432.5, 1198, including restraints on freedom of speech and applicable Wage Orders, Plaintiff
3 seeks to represent all current and former employees that worked for Defendants during the PAGA
4 Period. On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt current
5 and former employees that worked for Defendants during the PAGA Period. Collectively, these
6 employees are herein referred to as “Aggrieved Employees.” The “PAGA Period” refers to three
7 years preceding the date notice was submitted to the LWDA, continuing past the date of notice to
8 the LWDA into perpetuity.

9 PARTIES

10 2. Plaintiff RASHAAD WILLIAMS is a resident of the State of California. At all
11 relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 employed Plaintiff as a non-exempt employee. Plaintiff worked as a Dishwasher with duties that
13 included, but were not limited to, dishwashing. Plaintiff is informed and believes, and based thereon
14 alleges, that Plaintiff RASHAAD WILLIAMS worked for Defendants from approximately
15 September of 2025 through approximately November of 2025.

16 3. Plaintiff is informed and believes and based thereon alleges that defendant
17 Symphony Towers is, and at all times relevant hereto was, a corporation organized and existing
18 under and by virtue of the laws of the State of Delaware and doing business in the County of San
19 Diego, State of California. At all relevant times herein, Symphony Towers employed Plaintiff and
20 Aggrieved Employees within the State of California.

21 4. Plaintiff is informed and believes and based thereon alleges that defendant Bunker
22 Hill is, and at all times relevant hereto was, a corporation organized and existing under and by virtue
23 of the laws of the State of Delaware and doing business in the County of San Diego, State of
24 California. At all relevant times herein, Bunker Hill employed Plaintiff and Aggrieved Employees
25 within the State of California.

26 5. Plaintiff is informed and believes and based thereon alleges that defendant Invited
27 is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of
28 the laws of the State of Delaware and doing business in the County of San Diego, State of California.

1 At all relevant times herein, Invited employed Plaintiff and Aggrieved Employees within the State
2 of California.

3 6. Plaintiff is informed and believes and based thereon alleges that defendant Aliso
4 Viejo is, and at all times relevant hereto was, a limited liability company organized and existing
5 under and by virtue of the laws of the State of Delaware and doing business in the County of San
6 Diego, State of California. At all relevant times herein, Aliso Viejo employed Plaintiff and
7 Aggrieved Employees within the State of California.

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

13 8. Plaintiff is informed and believes and based thereon alleges that defendant Canyon
14 Crest is, and at all times relevant hereto was, a corporation organized and existing under and by
15 virtue of the laws of the State of Delaware and doing business in the County of San Diego, State of
16 California. At all relevant times herein, Canyon Crest employed Plaintiff and Aggrieved Employees
17 within the State of California.

18 9. Plaintiff is informed and believes and based thereon alleges that defendant Center
19 Club is, and at all times relevant hereto was, a corporation organized and existing under and by
20 virtue of the laws of the State of Delaware and doing business in the County of San Diego, State of
21 California. At all relevant times herein, Center Club employed Plaintiff and Aggrieved Employees
22 within the State of California.

23 10. Plaintiff is informed and believes and based thereon alleges that defendant Crow
24 Canyon is, and at all times relevant hereto was, a corporation organized and existing under and by
25 virtue of the laws of the State of Delaware and doing business in the County of San Diego, State of
26 California. At all relevant times herein, Crow Canyon employed Plaintiff and Aggrieved Employees
27 within the State of California.

28 11. Plaintiff is informed and believes and based thereon alleges that defendant Desert

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

5 12. Plaintiff is informed and believes and based thereon alleges that defendant Granite
6 Bay is, and at all times relevant hereto was, a corporation organized and existing under and by virtue
7 of the laws of the State of Delaware and doing business in the County of San Diego, State of
8 California. At all relevant times herein, Granite Bay employed Plaintiff and Aggrieved Employees
9 within the State of California.

10 13. Plaintiff is informed and believes and based thereon alleges that defendant Indian
11 Wells is, and at all times relevant hereto was, a corporation organized and existing under and by
12 virtue of the laws of the State of Delaware and doing business in the County of San Diego, State of
13 California. At all relevant times herein, Indian Wells employed Plaintiff and Aggrieved Employees
14 within the State of California.

15 14. Plaintiff is informed and believes and based thereon alleges that defendant Mission
16 Hills is, and at all times relevant hereto was, a corporation organized and existing under and by
17 virtue of the laws of the State of Delaware and doing business in the County of San Diego, State of
18 California. At all relevant times herein, Mission Hills employed Plaintiff and Aggrieved Employees
19 within the State of California.

20 15. Plaintiff is informed and believes and based thereon alleges that defendant Porter
21 Valley is, and at all times relevant hereto was, a corporation organized and existing under and by
22 virtue of the laws of the State of Delaware and doing business in the County of San Diego, State of
23 California. At all relevant times herein, Porter Valley employed Plaintiff and Aggrieved Employees
24 within the State of California.

25 16. Plaintiff is informed and believes and based thereon alleges that defendant San Jose
26 is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of
27 the laws of the State of Delaware and doing business in the County of San Diego, State of California.
28 At all relevant times herein, San Jose employed Plaintiff and Aggrieved Employees within the State

1 of California.

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

7 18. Plaintiff is informed and believes and based thereon alleges that defendant Spring
8 Valley Lake is, and at all times relevant hereto was, a corporation organized and existing under and
9 by virtue of the laws of the State of Delaware and doing business in the County of San Diego, State
10 of California. At all relevant times herein, Spring Valley Lake employed Plaintiff and Aggrieved
11 Employees within the State of California.

12 19. Plaintiff is informed and believes and based thereon alleges that defendant Teal Bend
13 is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of
14 the laws of the State of Delaware and doing business in the County of San Diego, State of California.
15 At all relevant times herein, Teal Bend employed Plaintiff and Aggrieved Employees within the
16 State of California.

17 20. Plaintiff is informed and believes and based thereon alleges that defendant Turkey
18 Creek is, and at all times relevant hereto was, a corporation organized and existing under and by
19 virtue of the laws of the State of Delaware and doing business in the County of San Diego, State of
20 California. At all relevant times herein, Turkey Creek employed Plaintiff and Aggrieved Employees
21 within the State of California.

22 21. Plaintiff is informed and believes and based thereon alleges that defendant Empire
23 Ranch is, and at all times relevant hereto was, a limited liability company organized and existing
24 under and by virtue of the laws of the State of Delaware and doing business in the County of San
25 Diego, State of California. At all relevant times herein, Empire Ranch employed Plaintiff and
26 Aggrieved Employees within the State of California.

27 22. Plaintiff is informed and believes and based thereon alleges that defendant Airways
28 Golf is, and at all times relevant hereto was, a limited liability company organized and existing

1 under and by virtue of the laws of the State of Delaware and doing business in the County of San
2 Diego, State of California. At all relevant times herein, Airways Golf employed Plaintiff and
3 Aggrieved Employees within the State of California.

4 23. Plaintiff is informed and believes and based thereon alleges that defendant Old Ranch
5 is, and at all times relevant hereto was, a limited liability company organized and existing under and
6 by virtue of the laws of the State of California and doing business in the County of San Diego, State
7 of California. At all relevant times herein, Old Ranch employed Plaintiff and Aggrieved Employees
8 within the State of California.

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

16 **JOINT LIABILITY ALLEGATIONS**

17 25. Plaintiff is informed and believes, and based thereon alleges, that each defendant
18 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
19 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are
20 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
21 to "Defendants," it shall include Symphony Towers, Bunker Hill, Invited, Aliso Viejo, Mulholland
22 Hills, Canyon Crest, Center Club, Crow Canyon, Desert Falls, Granite Bay, Indian Wells, Mission
23 Hills, Porter Valley, San Jose, Shadow Ridge, Spring Valley Lake, Teal Bend, Turkey Creek,
24 Empire Ranch, Airways Golf, and Old Ranch, and any of their parent, subsidiary, or affiliated
25 companies within the State of California, as well as DOES 1 through 100 identified herein.

26 26. Plaintiff is informed and believes and based thereon alleges that all the times
27 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
28 representative, joint venture or co-conspirator of each of the other defendants, either actually or

1 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
2 employment, joint venture, and conspiracy.

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

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

14 **JURISDICTION**

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

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

26 **PAGA REPRESENTATIVE ALLEGATIONS**

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

1 if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks to
2 recover civil penalties under PAGA, plus reasonable attorneys' fees and costs, for Plaintiff and all
3 other Aggrieved Employees of Defendants during the PAGA Period.

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

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

12 34. Pursuant to Labor Code section 2699.3, on or around February 12, 2026, Plaintiff
13 provided written notice of Defendants' violation of various provisions of the Labor Code to the
14 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

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

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

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

27 38. In the event that Defendants, or either of them, is/are determined to have, prior to
28 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff

1 and/or Plaintiff's counsel, adequately taken all reasonable steps to be in compliance with all
2 provisions identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to
3 section 2699(g)(1)-(3).

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

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

19 **FACTUAL ALLEGATIONS**

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

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

1 43. Upon information and belief, Defendants failed to accurately track and/or pay for all
2 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
3 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
4 including, without limitation, by requiring Plaintiff and Aggrieved Employees to record synthetic
5 thirty-minute meal periods where one was not otherwise taken or was shorter than thirty minutes
6 because Plaintiff, and upon information and belief, other Aggrieved Employees, returned to work
7 before the end of the meal period and were not compensated for that time. By way of example,
8 Plaintiff's meal periods from the dates of October 16, 2025, to November 6, 2025, show meal
9 periods from 6:00 PM to 6:30 PM, without exception, suggesting synthetic time entries and/or
10 rounding, and failure to track and compensate for all minutes actually worked by Plaintiff and, upon
11 assumption and belief, Aggrieved Employees.

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

22 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
23 each of them, had and have a policy or practice of compelling Plaintiff 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 Plaintiff and
27 Aggrieved Employees lawful meal periods by, without limitation, failing to provide meal periods
28 all together; not providing timely meal periods; providing short meal periods, including without

1 limitation, meal periods that may appear on the record to be thirty minutes or longer but in practice
2 were shorter than thirty minutes due to synthetic and/or rounded timekeeping recordation. By way
3 of example, every recorded meal period shown in Plaintiff's time records produced by Defendants
4 show meal periods from exactly 6:00 PM to 6:30 PM, without exception, suggesting synthetic time
5 entries and/or rounding, of Plaintiff's and, upon information and belief, Aggrieved Employees',
6 meal periods. Additionally, despite working in excess of five hours on November 5, 2025, and on
7 November 6, 2025, Plaintiff was not provided a meal period nor a meal premium for those shifts.
8 Plaintiff and other Aggrieved Employees personally suffered these violations. Consequently,
9 Plaintiff is informed and believes, and based thereon alleges, that Defendants violated Labor Code
10 sections 512 and 1198 each day for each Aggrieved Employee during the PAGA Period, and thus
11 each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each
12 day worked during the PAGA Period under Labor Code section 226.7. However, Plaintiff is
13 informed and believes that those premium payments under Labor Code section 226.7 were not made
14 for these non-compliant meal periods, either at all or at the proper regular rate of pay. Defendants
15 would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely
16 pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant meal
17 periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief
18 under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon
19 alleges, that Defendants' conduct that gave rise to such violations and was malicious, fraudulent, or
20 oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code section
21 2699(f)(2)(B)(ii).

22 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
24 including, without limitation, work over four-hour periods (or major fractions thereof) without
25 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
26 and complete ten-minute rest periods in which the employees are completely relieved of all of their
27 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
28 rest periods by, without limitation, by interrupting rest periods; failing to provide rest periods all

1 together; failing to provide rest periods that were at least ten minutes in length, including rest periods
2 that may have encompassed a total of ten minutes but were in practice less than ten uninterrupted
3 minutes; and not providing rest periods in a timely fashion. Plaintiff and other Aggrieved Employees
4 personally suffered these violations. Consequently, Plaintiff is informed and believes, and based
5 thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each Aggrieved
6 Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour
7 of premium pay at their regular rate of pay for each day worked during the PAGA Period under
8 Labor Code section 226.7. However, Plaintiff is informed and believes that those premium
9 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
10 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
11 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
12 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking
13 of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7,
14 or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
15 and based thereon alleges, that Defendants' conduct above gave rise to such violations and was
16 malicious, fraudulent, or oppressive. As such, Defendants are further liable for civil penalties
17 pursuant to Labor Code section 2699(f)(2)(B)(ii).

18 47. As a result of, among other things, Defendants' herein-described policy or practice
19 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
20 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
21 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
22 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
23 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
24 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; and
25 all applicable hourly rates in effect during the pay period and the corresponding number of hours
26 worked at each hourly rate by the employee. For example, Defendants included non-working hours
27 and penalties for their failure to pay timely wages as hours worked on Plaintiff's wage statement for
28 the pay period beginning November 5, 2025, and ending November 18, 2025. Consequently,

1 Plaintiff is informed and believes, and based thereon alleges, that Defendants violated Labor Code
2 sections 226, and 1198 each day for each Aggrieved Employee during the PAGA Period, and that,
3 thus Plaintiff and each Aggrieved Employee personally suffered these violations and was owed
4 penalties under Labor Code section 226 for each pay period worked during the PAGA Period.
5 Plaintiff is informed and believes that those penalties under Labor Code section 226 were not paid
6 for these violations of Labor Code section 226. Defendants would thus be liable for civil penalties
7 pursuant to Labor Code sections 226.3, 558, 1198, and 2699, or injunctive relief under sections
8 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that
9 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
10 oppressive. Thus, Defendants would further be liable for civil penalties pursuant to Labor Code
11 section 2699(f)(2)(B)(ii).

12 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
13 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
14 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
15 failing to pay all overtime wages owed; all minimum wages;[and all premium pay owed; as set forth
16 above, among other things. By way of example, Plaintiff resigned from Defendants on November
17 7, 2025, but was not paid his final wages until November 17, 2025. Consequently, Plaintiff is
18 informed and believes, and based thereon alleges, that Defendants violated Labor Code sections
19 201, 202 203, and 1198 each pay period for each Aggrieved Employee during the PAGA Period,
20 and thus Plaintiff and each Aggrieved Employee personally suffered these violations and was owed
21 penalties under Labor Code section 203 for each pay period worked during the PAGA Period.
22 However, Plaintiff is informed and believes that those penalties under Labor Code section 203 were
23 not made for these violations of Labor Code sections 201, 202, and 203. Defendants would thus be
24 liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief
25 under sections 2699(e)(1) and 2699(j). Plaintiff is further informed and believes, and based thereon
26 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
27 or oppressive. As such, Defendants would further be liable for civil penalties pursuant to Labor
28 Code section 2699(f)(2)(B)(ii).

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

17 50. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
18 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
19 statements and similar payroll documents under Labor Code section 226, documents signed to
20 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
21 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
22 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. For
23 example, Defendants included non-working hours and penalties for their failure to pay timely wages
24 as hours worked on Plaintiff’s wage statement for the pay period beginning November 5, 2025, and
25 ending November 18, 2025. Plaintiff and the Aggrieved Employees personally suffered these
26 violations, which in turn would entitle Plaintiff and other Aggrieved Employees to penalties
27 prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for civil
28 penalties pursuant to Labor Code sections 558, 1174.5, and 2699. Plaintiff further informed and

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

4 51. Plaintiff is further informed and believes, and based thereon alleges that Defendants
5 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor
6 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
7 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
8 applicable to their employment; any allowances claimed as part of the minimum wage; the regular
9 payday designated by Defendants; the name of the employer, including any "doing business as"
10 names used by the employer; the physical address of the employer's main office and the telephone
11 number of the employer; the name, address and telephone number of the workers' compensation
12 insurance carrier; information regarding paid sick leave; and other pertinent information required to
13 be disclosed by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that
14 Defendants' failure to provide such information, including rates of pay that are in effect, has
15 permitted Defendants to pay employees at rates of pay that were not agreed upon and violate
16 minimum wage and overtime wage laws in California. Plaintiff is informed and believes that
17 Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and other Aggrieved
18 Employees personally suffered these violations. Plaintiff is further informed and believes, and based
19 thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious,
20 fraudulent, or oppressive. Among other relief, employees may collect from Defendants in
21 connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and
22 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
23 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

24 52. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
25 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
26 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
27 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
28 limitation, terms known to be illegal in purported arbitration agreements, and other written

1 documents presented for signature and/or assent to Plaintiff and/or Aggrieved Employees by
2 Defendants. Defendants also required Plaintiff and Aggrieved Employees to inform prospective
3 employers of Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work.
4 As a result, Plaintiff is informed and believes that Defendants violated Labor Code sections 432.5
5 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and
6 other Aggrieved Employees personally suffered these violations, and that Defendants violated,
7 without limitation, Labor Code section 432.5 and Government Code section 12952, entitling
8 Plaintiff and other Aggrieved Employees to damages. Plaintiff is further informed and believes, and
9 based thereon alleges, that Defendants' conduct above gave rise to such violations and was
10 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to
11 Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and
12 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
13 2699(f)(2)(B)(ii).

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

18 **FIRST AND ONLY CAUSE OF ACTION**

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

20 54. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
21 preceding paragraphs as though fully set forth hereat.

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

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

28 56. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated

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

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

16 Civil Penalties Under Labor Code § 226.3

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

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

24 60. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
25 and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
26 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements
27 that accurately reflect gross wages earned; total hours worked; net wages earned; the name and
28 address of each employer with whom they have been placed to work; all applicable hourly rates in

1 effect during the pay period and the corresponding number of hours worked at each hourly rate; and
2 other such information as required by Labor Code section 226, subdivision (a).

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

8 Violation of Labor Code § 558

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

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

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

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

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

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

Violation of Labor Code § 1174.5

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

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

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

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

69. Plaintiff is informed and believes, and based thereon alleges, 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

1 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
2 under Labor Code section 1174.

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

7 Violation of Labor Code § 1197.1

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

14 (1) For any initial violation that is intentionally committed, one hundred dollars
15 (\$100) for each underpaid employee for each pay period for which the
16 employee is underpaid. This amount shall be in addition to an amount
17 sufficient to recover underpaid wages, liquidated damages pursuant to Section
18 1194.2, and any applicable penalties imposed pursuant to Section 203.

19 (2) For each subsequent violation for the same specific offense, two hundred fifty
20 dollars (\$250) for each underpaid employee for each pay period for which the
21 employee is underpaid regardless of whether the initial violation is
22 intentionally committed. This amount shall be in addition to an amount
23 sufficient to recover underpaid wages, liquidated damages pursuant to Section
24 1194.2, and any applicable penalties imposed pursuant to Section 203.

25 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
26 Section 203, recovered pursuant to this section shall be paid to the affected
27 employee."

28 72. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused

1 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants
2 routinely failing to accurately track and/or pay for all minutes actually worked by Plaintiff and
3 Aggrieved Employees at the proper rates of pay, as described above.

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

10 Civil Penalties Under Labor Code § 2699

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

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

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

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

26 ///

27 ///

28 ///

1 **PRAYER**

2 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays 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: April 21, 2026

BIBIYAN LAW GROUP, P.C.

13
14 BY: /s/ Molly DeSario

15 MOLLY DESARIO

16 BRYCE BOMMER

LAUREL HOLMES

17 Attorneys for Plaintiff RASHAAD
18 WILLIAMS and on behalf of all other
19 Aggrieved Employees
20
21
22
23
24
25
26
27
28