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County of San Bernardino
Victorville District
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Attorneys for Plaintiff TAJANEA HAYES,
as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

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

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

Plaintiff

v.

THINK EDUCATION, a California
corporation doing business as Think Together;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: CIVVS2606295

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 TAJANEA HAYES (“Plaintiff”), as an Aggrieved Employee, and on behalf of all
2 other Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004, alleges
3 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 THINK EDUCATION,
7 a California corporation doing business as Think Together, and any of its respective subsidiaries or
8 affiliated companies within the State of California (“Think Together”), (hereinafter, Think Together
9 collectively, with DOES 1 through 100, as further defined below, “Defendants”) as a proxy of the
10 Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of
11 Plaintiff and all Aggrieved Employees that worked for Defendants during the PAGA Period.
12 Specifically, in connection with any alleged claims for failure to comply with Labor Code sections
13 96(k), 98.6, 200, 201, 202, 203, 204, 206.5, 210, 226, 226.3, 227.3, 232, 232.5, 246, 432.5,
14 1197.5(k), 1198, including restraints on competition, whistleblowing and freedom of speech and
15 applicable Wage Orders, Plaintiff seeks to represent all current and former employees that worked
16 for Defendants during the PAGA Period. On all other claims mentioned herein, Plaintiff seeks to
17 represent only non-exempt current and former employees that worked for Defendants during the
18 PAGA Period. Collectively, these employees are herein referred to as “Aggrieved Employees.” The
19 “PAGA Period” refers to one year preceding the date notice was submitted to the LWDA, continuing
20 past the date of notice to the LWDA until judgement is entered.

21 **PARTIES**

22 2. Plaintiff TAJANEA HAYES is a resident of the State of California. At all relevant
23 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 employed Plaintiff as a non-exempt employee. Plaintiff worked as a program leader with duties that
25 included, but were not limited to, managing multiple classrooms by maintaining clean spaces and
26 acquiring required materials as well as administering lesson plans for up to forty children. Plaintiff
27 is informed and believes, and based thereon alleges, that Plaintiff TAJANEA HAYES worked for
28 Defendants from approximately January 2022 through approximately July of 2025.

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

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

13 **JOINT LIABILITY ALLEGATIONS**

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

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

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

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

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

8 **JURISDICTION**

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

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

20 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

1 13. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
2 such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified
3 in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the
4 PAGA Period.

5 14. Pursuant to Labor Code section 2699.3, on or around March 24, 2026, Plaintiff
6 provided written notice of Defendants' violation of various provisions of the Labor Code to the
7 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

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

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

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

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

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

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

FACTUAL ALLEGATIONS

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

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

23. Upon information and belief, Defendants failed to accurately track and/or pay for all minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay. Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock, including, without limitation, by requiring Plaintiff and Aggrieved Employees to complete pre-shift tasks before clocking in and post-shift tasks after clocking out. For example, after clocking out, Plaintiff and Aggrieved Employees were required to clean the kitchen and classroom. Given Defendants were required to maintain a minimum number of student-to-supervisor ratio of

1 approximately 20 students to one supervisor, approximately 18% of shifts, or half a million shifts,
2 were less than 3.5 hours as a result of this practice. Thus, for example, employees like Plaintiff
3 were sent home when they worked less than half a scheduled shift without being paid reporting time
4 pay.

5 24. In addition, Aggrieved Employees were required to download the ADP app on their
6 phone to clock in to work. Defendants then changed this policy so that employees would clock in at
7 the school location using a supervisor's laptop or cell phone. This change in policy was due to
8 employees clocking in before they would arrive at the worksite on their phone applications. As a
9 result of the change in policy, there was a short line to clock in at the scheduled start time.

10 25. Moreover, Defendants maintained a policy that the overtime rate of pay was based
11 on the base hourly rate of pay. Nevertheless, Defendants maintained a number of bonus practices,
12 including paying: (1) B2-NID BONUS; (2) NID BONUS; (3) Ms Assignment; (4) retention bonus;
13 (5) Ada1 120 159; and (6) sign-on Bo. There were over 1,000 instances of such bonuses during the
14 PAGA Period that resulted in a failure to pay overtime, failure to pay all sick pay wages owed under
15 Labor Code section 246, and failure to pay all premium wages owed under Labor Code section
16 226.7.

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

27 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
28 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved

1 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
2 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
3 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
4 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods and
5 providing short meal periods. This is why, according to the information available to Plaintiff's
6 Counsel, there are over 40% facial meal period violations in the PAGA Period. However, in
7 addition, there are meal periods that may appear on the record to be thirty minutes or longer but in
8 practice were shorter than thirty uninterrupted minutes due to, walking time to get to a designated
9 break area.

10 28. In addition, and specifically, Defendants had a policy and practice of understaffing.
11 For example, as set forth in Defendants' "Field Trip Policy Training Module," Defendants required
12 Plaintiff and Aggrieved Employees to remain on duty the entire day on field trip days. Knowing this
13 meant that Plaintiff and Aggrieved Employees would not be able to take a compliant meal periods
14 on those days, Defendants automatically paid meal period premiums on field trip days.

15 29. Plaintiff and other Aggrieved Employees personally suffered these violations.
16 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 violated Labor Code sections 512 and 1198 each day for each Aggrieved Employee during the
18 PAGA Period, and thus each Aggrieved Employee was owed one hour of premium pay at their
19 regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7.
20 However, Plaintiff is informed and believes that those premium payments under Labor Code section
21 226.7 were not made for these non-compliant meal periods, either at all or at the proper regular rate
22 of pay. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210 (for
23 failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of
24 compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or
25 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
26 and based thereon alleges, that Defendants' conduct that gave rise to such violations and was
27 malicious, fraudulent, or oppressive. As such, Defendants are further liable for civil penalties
28 pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
3 including, without limitation, work over four-hour periods (or major fractions thereof) without
4 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
5 and complete ten-minute rest periods in which the employees are completely relieved of all of their
6 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
7 rest periods by, without limitation, by interrupting rest breaks; not allowing employees to leave the
8 premises during breaks; by failing to provide rest periods all together; failing to provide rest periods
9 that were at least ten minutes in length, including rest periods that may have encompassed a total of
10 ten minutes but were in practice less than ten uninterrupted minutes due to, without limitation,
11 requiring on-duty/on-call rest periods. For example, Aggrieved Employees were required to
12 continue supervising students and skip rest breaks, due to the lack of coverage of “floaters,” and
13 being short-staffed, which resulted in Plaintiff and Aggrieved Employees having to miss rest breaks
14 and continue working.

15 31. In addition, and specifically, Defendants had a policy and practice of understaffing.
16 For example, rest period premiums were *never paid* on field trip days *despite* Defendants’
17 acknowledgment that Plaintiff would not be able to take a compliant rest period as they would have
18 to stay on duty, as set forth in Defendants’ “Field Trip Policy Training Module.” In fact, it appears
19 that Defendant *never* paid a rest break premium to Plaintiff over the course of over 2,629,247 shifts
20 worked during the PAGA Period. And, this is despite Plaintiff and Aggrieved Employees reporting
21 that due to the staffing levels and nature of the job (*i.e.*, having to constantly supervise young
22 children), they are not able to take rest periods because Defendant required Aggrieved Employees
23 to ask for permission to take a break and there was never enough coverage to do so.

24 32. . Plaintiff and other Aggrieved Employees personally suffered these violations.
25 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 violated the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA
27 Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular
28 rate of pay for each day worked during the PAGA Period under Labor Code section 226.7.

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

10 33. As a result of, among other things, Defendants' herein-described policy or practice
11 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
12 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
13 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
14 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
15 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
16 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
17 inclusive dates of the period for which the employee is paid; the name of the employee and only the
18 last four digits of their social security number or an employee identification number other than a
19 social security number; all deductions; all applicable hourly rates in effect during the pay period and
20 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
21 address of the employer, and other such information as required by Labor Code section 226,
22 subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized
23 wage statements that accurately reflect the hours worked by Plaintiff and other Aggrieved
24 Employees and the rates of pay at which they were or should have been paid including due to failure
25 to pay at the proper regular rate, thus resulting in a failure to reflect gross and net wages earned and
26 paid at each rate, as well. Consequently, Plaintiff is informed and believes, and based thereon
27 alleges, that Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved
28 Employee during the PAGA Period, and that, thus Plaintiff and each Aggrieved Employee

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

9 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
10 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
11 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
12 failing to pay all overtime wages owed, including for failure to pay at overtime the proper rate of
13 pay; all minimum wages; and all premium pay owed. Worse, Defendants' Employee Handbook,
14 from 2019 through 2023, provided that employees at the director level and above would not be paid
15 out accrued paid time off upon separation from employment, although Defendants may have later
16 revised this policy. Consequently, Plaintiff is informed and believes, and based thereon alleges, that
17 Defendants violated Labor Code sections 201, 202 203, and 1198 each pay period for each
18 Aggrieved Employee during the PAGA Period, and thus Plaintiff and each Aggrieved Employee
19 personally suffered these violations and was owed penalties under Labor Code section 203 for each
20 pay period worked during the PAGA Period. However, Plaintiff is informed and believes that those
21 penalties under Labor Code section 203 were not made for these violations of Labor Code sections
22 201, 202, and 203. Defendants would thus be liable for civil penalties pursuant to Labor Code
23 sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Plaintiff is
24 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
25 to such violations and was malicious, fraudulent, or oppressive. As such, Defendants would further
26 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 35. Plaintiff is informed and believes, and based thereon alleges that Defendants also
28 failed and refused, and continue to fail and refuse, to reimburse employees, including, without

1 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for the use of personal
2 cellular phone for work purposes, and the purchase of school supplies, in direct consequence of the
3 discharge of their duties, or of their obedience to the directions of Defendants, as required by Labor
4 Code sections 1198, 2800, 2802, and other statutory and common law offenses. In addition,
5 Defendants maintained a very strict uniform policy (entitled “Uniform Policy” and in the written
6 policies of Defendant Think Together) that provided that employees could not wear wrinkled
7 clothing. Despite the requirement that employees incur these costs, Defendants never paid electricity
8 costs required to iron clothes, for dry cleaning, for telephone usage, or purchase of school supplies.
9 As a result, Plaintiff and other Aggrieved Employees have personally suffered these violations and
10 Defendants are liable to reimburse Plaintiff and other Aggrieved Employees for these costs incurred
11 in furtherance of work duties. Defendants would thus be liable for civil penalties pursuant to Labor
12 Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
13 Plaintiff is further informed and believes, and based thereon alleges, that Defendants’ conduct above
14 gave rise to such violations and was malicious, fraudulent, or oppressive. As such, Defendants
15 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

16 36. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
17 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
18 Labor Code Section 204, which requires that: “[l]abor performed between the 1st and 15th days,
19 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
20 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
21 any calendar month, shall be paid for between the 1st and 10th day of the following month.” Plaintiff
22 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
23 and other Aggrieved Employees all wages owed every day and every workweek in accordance with
24 Labor Code sections 204 and 1198. Plaintiff is informed and believes, and based thereon alleges,
25 that Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees
26 have personally suffered these violations. As such, Defendants would be liable for civil penalties
27 pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections
28 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that

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

4 37. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
5 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
6 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
7 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
8 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
9 the sick pay was not provided at the proper regular of pay as required under California law due to
10 failure to properly calculate the regular rate. Plaintiff is additionally informed and believes that the
11 notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory
12 payroll or workplace injury reporting. Plaintiff is thus informed and believes that Defendants
13 violated these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiff and
14 other Aggrieved Employees have personally suffered violations under these sections and
15 Defendants would be liable for civil penalties for violation of the paid sick leave regulations under
16 Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and
17 reasonable attorneys' fees and costs. Plaintiff further informed and believes, and based thereon
18 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
19 or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
20 2699(f)(2)(B)(ii).

21 38. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
22 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
23 statements and similar payroll documents under Labor Code section 226, documents signed to
24 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
25 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
26 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiff
27 and the Aggrieved Employees personally suffered these violations, which in turn would entitle
28 Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and

1 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558,
2 1174.5, and 2699. Plaintiff further informed and believes, and based thereon alleges, that
3 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
4 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
5 2699(f)(2)(B)(ii).

6 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 required or require the execution of a release of claim or right on account of wages due, or to become
8 due, or made as an advance on wages to be earned, including, without limitation, as a condition of
9 being paid, to execute a statement of the hours worked during a pay period in which Defendants
10 knew to be false. For example, Defendants' "Pay Practices Agreement" produced as document bate
11 stamped TT000024 for Plaintiff requires Plaintiff, and upon information and belief, Aggrieved
12 Employees, to certify that each time they enter their time into Defendants' timekeeping system, they
13 are certifying that all time is correct, all rest breaks were provided, and all meal periods were taken.
14 As such, Plaintiff is informed and believes, and based thereon alleges that Defendants violated Labor
15 Code sections 206.5 and 1198, and that Plaintiff and other Aggrieved Employees have personally
16 suffered these violations. Plaintiff is further informed and believes, and based thereon alleges, that
17 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
18 oppressive. Defendants would be liable for civil penalties pursuant to Labor Code sections 1198 and
19 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
20 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 40. Plaintiff is further informed and believes, and based thereon alleges that Defendants
22 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor
23 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
24 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
25 applicable to their employment; any allowances claimed as part of the minimum wage; the regular
26 payday designated by Defendants; the name of the employer, including any "doing business as"
27 names used by the employer; the physical address of the employer's main office and the telephone
28 number of the employer; the name, address and telephone number of the workers' compensation

1 insurance carrier; information regarding paid sick leave; and other pertinent information required to
2 be disclosed by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that
3 Defendants' failure to provide such information, including rates of pay that are in effect, has
4 permitted Defendants to pay employees at rates of pay that were not agreed upon and violate
5 minimum wage and overtime wage laws in California. Plaintiff is informed and believes that
6 Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and other Aggrieved
7 Employees personally suffered these violations. Plaintiff is further informed and believes, and based
8 thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious,
9 fraudulent, or oppressive. Among other relief, employees may collect from Defendants in
10 connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and
11 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
12 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 41. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
14 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or
15 disclosing the skills, knowledge and experience they obtained at Defendants for purposes of
16 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
17 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
18 from disclosing who else works at Defendants and under what circumstances that they might be
19 receptive to an offer from a rival employer. For example, the Employee Confidentiality, Conflict
20 of Interest and Invention Assignment Agreement, provided by Defendants defines confidential
21 information as including, "financial and accounting information of the Company,
22 including...compensation paid to employees and partners of the Company; and personnel and
23 payroll data concerning the Company's employees..." Furthermore, the agreement prevents full-
24 time employees from accepting other employment or starting and/or acquiring any ownership
25 interest in any competing business without the prior knowledge and approval of Defendants. As
26 such, Plaintiff is informed and believes that this violates Business and Professions Code sections
27 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including
28 Labor Code sections 232, 232.5, 1197.5, subdivision (k), and 1198, and that Plaintiff and other

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

7 42. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
8 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in
9 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
10 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
11 96(k), 98.6, 232, 232.5, 1197.5(k), and 1198. Plaintiff and other Aggrieved Employees personally
12 suffered these violations. Plaintiff is informed and believes that this lawful conduct includes,
13 without limitation, the exercise of Plaintiff and other Aggrieved Employee's constitutional rights of
14 freedom of speech and economic liberty and would thus expose Defendants to liability for civil
15 penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections
16 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that
17 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
18 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
19 2699(f)(2)(B)(ii).

20 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
21 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
22 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
23 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
24 limitation, non-compete agreements, as described above, purported confidentiality agreements,
25 purported release agreements, and other written documents presented for signature and/or assent to
26 Plaintiff and/or Aggrieved Employees by Defendants. Defendants also required Plaintiff and
27 Aggrieved Employees to inform prospective employers of Defendants' restrictions of Plaintiff's and
28 Aggrieved Employees' freedom to work. As a result, Plaintiff is informed and believes that

1 Defendants violated Labor Code sections 432.5 and 1198. As such, Plaintiff is informed and
2 believes, and based thereon alleges, that Plaintiff and other Aggrieved Employees personally
3 suffered these violations, and that Defendants violated, without limitation, Labor Code section 432.5
4 and Government Code section 12952, entitling Plaintiff and other Aggrieved Employees to
5 damages. Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
6 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants
7 would also be liable for civil penalties pursuant to Labor Code sections 432.5, 1198, and 2699, or
8 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
9 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

14 **FIRST AND ONLY CAUSE OF ACTION**

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

16 45. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
17 preceding paragraphs as though fully set forth hereat.

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

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

24 47. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
25 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
26 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
27 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
28 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For

1 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
2 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

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

12 Civil Penalties Under Labor Code § 226.3

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

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

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

28 52. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are

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

5 Violation of Labor Code § 558

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

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

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

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

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

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

26 Violation of Labor Code § 1174.5

27 56. At all times mentioned herein, Labor Code section 1174, subdivision (b) has
28 required every person employing labor in California to "[a]llow any member of the commission or

1 the employees of the Division of Labor Standards Enforcement free access to the place of business
2 or employment of the person to secure any information or make any investigation that they are
3 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
4 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
5 or papers of the person.”

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

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

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

23 60. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
24 willfully failed to keep adequate or accurate time records including wage statements and similar
25 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
26 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
27 under Labor Code section 1174.

28 61. As a direct and proximate result of the herein-described Labor Code violations,

1 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
2 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
3 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

4 Violation of Labor Code § 1197.1

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

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

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

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

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

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

Civil Penalties Under Labor Code § 2699

65. 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.

66. 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.

67. 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.

68. 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;

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

Dated: August 27, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Rafael Yedoyan

SARAH H. COHEN
RAFAEL YEDOYAN

Attorneys for Plaintiff TAJANEA HAYES
and on behalf of all other Aggrieved
Employees