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Attorneys for Plaintiff KALAINA BRYANT,
as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

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

Plaintiff

v.

PSTB, LLC, A CALIFORNIA LIMITED
LIABILITY COMPANY, a California limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: **CVRI 2604887**

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

4 **INTRODUCTION**

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

20 **PARTIES**

21 2. Plaintiff KALAINA BRYANT is a resident of the State of California. At all relevant
22 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 employed Plaintiff as a non-exempt employee. Plaintiff worked as a crew member with duties that
24 included, but were not limited to, taking customer orders, helping customers, preparing chip bags
25 and cinnamon twists, and assisting with the drive-thru. Plaintiff is informed and believes, and based
26 thereon alleges, that Plaintiff KALAINA BRYANT worked for Defendants from approximately
27 June of 2024 through approximately June of 2025.

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

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

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

12 **JOINT LIABILITY ALLEGATIONS**

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

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

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

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

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

7 **JURISDICTION**

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

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

19 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

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

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

4 14. Pursuant to Labor Code section 2699.3, on or around March 19, 2026, Plaintiff
5 provided written notice of Defendants' violation of various provisions of the Labor Code to the
6 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

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

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

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

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

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

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

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

11 **FACTUAL ALLEGATIONS**

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

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

21 23. Upon information and belief, Defendants failed to accurately track and/or pay for all
22 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
23 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
24 including, without limitation, by requiring Plaintiff and Aggrieved Employees to clock out for meal
25 periods and continue working. Defendant also failed to pay Plaintiff and Aggrieved Employees for
26 all time worked due a faulty timekeeping system. For example, when the timekeeping system would
27 malfunction it caused delays in time recordation, but Defendant only paid for the scheduled time
28 rather than the time actually worked.

1 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
3 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
4 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
5 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. 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. Defendants would also be liable for civil
8 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
9 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
10 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

11 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
12 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
13 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
14 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
15 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
16 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; not
17 providing timely meal periods; providing short meal periods, including without limitation, meal
18 periods that may appear on the record to be 30 minutes or longer but in practice were shorter than
19 thirty minutes due to having to help customers; and requiring that employees carry cellular
20 telephones during meal periods. For example, due to issues with understaffing Defendant often
21 required Plaintiff to cut her meal period short, if she even got one, to assist customers. Plaintiff and
22 other Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is
23 informed and believes, and based thereon alleges, that Defendants violated Labor Code sections 512
24 and 1198 each day for each Aggrieved Employee during the PAGA Period, and thus each Aggrieved
25 Employee was owed one hour of premium pay at their regular rate of pay for each day worked
26 during the PAGA Period under Labor Code section 226.7. However, Plaintiff is informed and
27 believes that those premium payments under Labor Code section 226.7 were not made for these
28 non-compliant meal periods, either at all or at the proper regular rate of pay. Defendants would thus

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

8 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
10 including, without limitation, work over four-hour periods (or major fractions thereof) without
11 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
12 and complete ten-minute rest periods in which the employees are completely relieved of all of their
13 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
14 rest periods by, without limitation, interrupting rest periods; by failing to provide rest periods all
15 together; requiring Plaintiff carry cellular telephones during rest periods; and not providing rest
16 periods in a timely fashion. For example, due to issues with understaffing, Defendant often required
17 Plaintiff to cut her rest breaks short, if she even got one, to assist customers. Plaintiff and other
18 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and
19 believes, and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day
20 for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee
21 was owed one hour of premium pay at their regular rate of pay for each day worked during the
22 PAGA Period under Labor Code section 226.7. However, Plaintiff is informed and believes that
23 those premium payments under Labor Code section 226.7 were not made, either, for these non-
24 compliant rest periods, either at all or at the proper regular rate of pay, in violation of Labor Code
25 sections 226.7 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code
26 sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize
27 the taking of compliant rest periods and for failing to provide premium pay under Labor Code
28 section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further

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

4 27. As a result of, among other things, Defendants' herein-described policy or practice
5 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
6 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
7 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
8 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
9 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
10 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
11 inclusive dates of the period for which the employee is paid; the name of the employee and only the
12 last four digits of their social security number or an employee identification number other than a
13 social security number; all deductions; all applicable hourly rates in effect during the pay period and
14 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
15 address of the employer, and other such information as required by Labor Code section 226,
16 subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized
17 wage statements that accurately reflect the hours worked by Plaintiff and other Aggrieved
18 Employees and the rates of pay at which they were or should have been paid thus resulting in a
19 failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, Plaintiff
20 is informed and believes, and based thereon alleges, that Defendants violated Labor Code sections
21 226, and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus
22 Plaintiff and each Aggrieved Employee personally suffered these violations and was owed penalties
23 under Labor Code section 226 for each pay period worked during the PAGA Period. Plaintiff is
24 informed and believes that those penalties under Labor Code section 226 were not paid for these
25 violations of Labor Code section 226. Defendants would thus be liable for civil penalties pursuant
26 to Labor Code sections 226.3, 558, 1198, and 2699, or injunctive relief under sections 2699(e)(1)
27 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
28 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Thus,

1 Defendants would further be liable for civil penalties pursuant to Labor Code section
2 2699(f)(2)(B)(ii).

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

19 29. Plaintiff is informed and believes, and based thereon alleges that Defendants also
20 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
21 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for purchasing
22 uniforms, separately laundering mandatory uniforms, and use of personal cellular phone for work
23 purposes, in direct consequence of the discharge of their duties, or of their obedience to the
24 directions of Defendants, as required by Labor Code sections 1198, 2800, 2802, and other statutory
25 and common law offenses. As a result, Plaintiff and other Aggrieved Employees have personally
26 suffered these violations and Defendants are liable to reimburse Plaintiff and other Aggrieved
27 Employees for these costs incurred in furtherance of work duties. Defendants would thus be liable
28 for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under

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

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

21 31. Plaintiff is informed and believes, and based thereon alleges that Defendants and
22 others in connection with the Defendants (including, without limitation, the owner of the property,
23 controller, and others in concert with the Defendants) employed, permitted and/or suffered to work
24 minors under the age of sixteen (16) years. In addition, Plaintiff is informed and believes, and based
25 thereon alleges, that Aggrieved Employees are covered by Labor Code section 1391, Educational
26 Code 49112 and Educational Code 49116. Plaintiff is informed and believes, and based thereon
27 alleges, that Defendants had and has a policy or practice of requiring Aggrieved Employees, who
28 are fifteen (15) years old or younger to work for more than eight (8) hours in one day of twenty-four

1 (24) hours, and/or more than forty (40) hours in one week, and/or before 7:00 a.m. or after 7:00 p.m.
2 Plaintiff is further informed and believes, and based thereon alleges, that Defendants had and have
3 a policy or practice of, among other things, requiring its employees, who are fourteen (14) or (15)
4 years old to work, while school is in session, for more than three hours in any school day and/or
5 more than eighteen (18) hours in any week. Plaintiff is further informed and believes, and based
6 thereon alleges, that Defendants had and has a policy or practice of, among other things, requiring
7 its employees, who are sixteen (16) or seventeen (17) years old, to work for more than eight (8)
8 hours in one day, and/or more than 48 hours in one week, and/or before 5 a.m., and/or after 10 p.m.
9 on any day preceding a schoolday, and/or to work more than four (4) hours on a schoolday.
10 Accordingly, for violations of Labor Code section 1391, *et seq.*, As such, Plaintiff is informed and
11 believes, and based thereon alleges, that Defendants violated, without limitation, Labor Code
12 sections 1391 and 1198. Plaintiff also alleges that Aggrieved Employees personally suffered these
13 violations, and that Aggrieved Employees are entitled to damages. Plaintiff further informed and
14 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
15 was malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties
16 pursuant to Labor Code sections 1290, 1292, 1293, 1294.1 and 1301, 1391 and 1198 and 2699, or
17 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
18 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

19 32. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
20 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
21 statements and similar payroll documents under Labor Code section 226, documents signed to
22 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
23 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
24 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiff
25 and the Aggrieved Employees personally suffered these violations, which in turn would entitle
26 Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and
27 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558,
28 1174.5, and 2699. 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. Defendants would further be liable for civil penalties pursuant to Labor Code section
3 2699(f)(2)(B)(ii).

4 33. 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 34. 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 35. 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 36. 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 37. 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 38. 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 39. 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 40. 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 41. 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 42. 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; the
2 legal name of the employer; and other such information as required by Labor Code section 226,
3 subdivision (a).

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

9 Violation of Labor Code § 558

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

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

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

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

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

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

1 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

2 Violation of Labor Code § 1174.5

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

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

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

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

27 51. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
28 willfully failed to keep adequate or accurate time records including wage statements and similar

1 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
2 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
3 under Labor Code section 1174.

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

8 Violation of Labor Code § 1197.1

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

15 (1) For any initial violation that is intentionally committed, one hundred dollars
16 (\$100) for each underpaid employee for each pay period for which the
17 employee is underpaid. This amount shall be in addition to an amount
18 sufficient to recover underpaid wages, liquidated damages pursuant to Section
19 1194.2, and any applicable penalties imposed pursuant to Section 203.

20 (2) For each subsequent violation for the same specific offense, two hundred fifty
21 dollars (\$250) for each underpaid employee for each pay period for which the
22 employee is underpaid regardless of whether the initial violation is
23 intentionally committed. This amount shall be in addition to an amount
24 sufficient to recover underpaid wages, liquidated damages pursuant to Section
25 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

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

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

11 Civil Penalties Under Labor Code § 2699

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

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

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

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

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: July 28, 2026

BIBIYAN LAW GROUP, P.C.

13
14 BY: /s/ Sarah H. Cohen

15 SARAH H. COHEN

16 Attorneys for Plaintiff KALAINA BRYANT
17 and on behalf of all other Aggrieved
18 Employees
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