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Attorneys for Plaintiff CLAUDIA ACHUTIGUI,
as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KINGS

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

Plaintiff

v.

HANFORD FOOD LLC, a California limited
liability company doing business as Farmer
boys; GEDDO CORPORATION, a California
corporation doing business as Farmer Boys
and Farmer Boys Ceres; MISHUE
CORPORATION, a California corporation
doing business as Farmer Boys; FELO LLC, a
California limited liability company doing
business as Farmer Boys; SANOS LLC, a
California limited liability company doing
business as Farmer Boys; CENTRAL
VALLEY FOOD LLC, a California limited
liability company doing business as Farmer
Boys; BAKERS CASUAL FOOD LLC, a
California limited liability company doing
business as Farmer Boys; TULARE FOOD
LLC, a California limited liability company
doing business as Farmer Boys; KINGS
FOOD, INC., a California corporation doing
business as Farmer Boys; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.:

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 Claudia Achutigui (“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 Hanford Food LLC, a
7 California limited liability company doing business as Farmer Boys, and any of its respective
8 subsidiaries or affiliated companies within the State of California (“Hanford Food”); Geddo
9 Corporation, a California corporation doing business as Farmer Boys and Farmer Boys Ceres, and
10 any of its respective subsidiaries or affiliated companies within the State of California (“Geddo”);
11 Mishue Corporation, a California corporation doing business as Farmer Boys, and any of its
12 respective subsidiaries or affiliated companies within the State of California (“Mishue”); Fello LLC,
13 a California limited liability company doing business as Farmer Boys, and any of its respective
14 subsidiaries or affiliated companies within the State of California (“Fello”); Sanos LLC, a California
15 limited liability company doing business as Farmer Boys, and any of its respective subsidiaries or
16 affiliated companies within the State of California (“Sanos”); Central Valley Food LLC, a California
17 limited liability company doing business as Farmer Boys, and any of its respective subsidiaries or
18 affiliated companies within the State of California (“Central Valley Food”); Bakers Casual Food
19 LLC, a California limited liability company doing business as Farmer Boys, and any of its respective
20 subsidiaries or affiliated companies within the State of California (“Bakers Casual Food”); Tulare
21 Food LLC, a California limited liability company doing business as Farmer Boys, and any of its
22 respective subsidiaries or affiliated companies within the State of California (“Tulare Food”); Kings
23 Food, Inc., a California corporation doing business as Farmer Boys, and any of its respective
24 subsidiaries or affiliated companies within the State of California (“Kings Food”), (hereinafter,
25 Hanford Food, Geddo, Mishue, Fello, Sanos, Central Valley Food, Bakers Casual Food, Tulare
26 Food, and Kings Food, collectively, with DOES 1 through 100, as further defined below,
27 “Defendants”) as a proxy of the Labor and Workforce Development Agency of the State of
28 California (“LWDA”), on behalf of Plaintiff and all Aggrieved Employees that worked for

1 Defendants during the PAGA Period. Specifically, in connection with any alleged claims for failure
2 to comply with Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 432, 432.5, 1198,
3 1198.5, and applicable Wage Orders, Plaintiff seeks to represent all current and former employees
4 that worked for Defendants during the PAGA Period. On all other claims mentioned herein, Plaintiff
5 seeks to represent only non-exempt current and former employees that worked for Defendants
6 during the PAGA Period. Collectively, these employees are herein referred to as “Aggrieved
7 Employees.” The “PAGA Period” refers to one year preceding the date notice was submitted to the
8 LWDA, continuing past the date of notice to the LWDA into perpetuity.

9 PARTIES

10 2. Plaintiff CLAUDIA ACHUTIGUI is a resident of the State of California. At all
11 relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 employed Plaintiff as a non-exempt employee. Plaintiff worked as a Kitchen Cook with duties that
13 included, but were not limited to, grill cooking, trash removal, dishwashing, general kitchen
14 preparation, and food handling. Plaintiff is informed and believes, and based thereon alleges, that
15 Plaintiff CLAUDIA ACHUTIGUI worked for Defendants from approximately October of 2022
16 through approximately April of 2026.

17 3. Plaintiff is informed and believes and based thereon alleges that defendant Hanford
18 Food is, and at all times relevant hereto was, a limited liability company organized and existing
19 under and by virtue of the laws of the State of California and doing business in the County of Kings,
20 State of California. At all relevant times herein, Hanford Food employed Plaintiff and Aggrieved
21 Employees within the State of California.

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

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

1 times herein, Mishue employed Plaintiff and Aggrieved Employees within the State of California.

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

7 7. Plaintiff is informed and believes and based thereon alleges that defendant Sanos is,
8 and at all times relevant hereto was, a limited liability company organized and existing under and
9 by virtue of the laws of the State of California and doing business in the County of Kings, State of
10 California. At all relevant times herein, Sanos employed Plaintiff and Aggrieved Employees within
11 the State of California.

12 8. Plaintiff is informed and believes and based thereon alleges that defendant Central
13 Valley Food is, and at all times relevant hereto was, a limited liability company organized and
14 existing under and by virtue of the laws of the State of California and doing business in the County
15 of Kings, State of California. At all relevant times herein, Central Valley Food employed Plaintiff
16 and Aggrieved Employees within the State of California.

17 9. Plaintiff is informed and believes and based thereon alleges that defendant Bakers
18 Casual Food is, and at all times relevant hereto was, a limited liability company organized and
19 existing under and by virtue of the laws of the State of California and doing business in the County
20 of Kings, State of California. At all relevant times herein, Bakers Casual Food employed Plaintiff
21 and Aggrieved Employees within the State of California.

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

27 11. Plaintiff is informed and believes and based thereon alleges that defendant Kings
28 Food is, and at all times relevant hereto was, a corporation existing under and by virtue of the laws

1 of the State of California and doing business in the County of Kings, State of California. At all
2 relevant times herein, Kings Food employed Plaintiff and Aggrieved Employees within the State of
3 California.

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

11 **JOINT LIABILITY ALLEGATIONS**

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

19 14. 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 15. 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 16. 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 17. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
9 of Civil Procedure section 410.10.

10 18. Venue is proper in Kings County, California pursuant to Code of Civil Procedure
11 sections 392, *et seq.* because, among other things, Kings 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 Kings County, and Defendants employ Aggrieved Employees in Kings County.

18 **PAGA REPRESENTATIVE ALLEGATIONS**

19 19. Plaintiff is an "Aggrieved Employee" under PAGA, as Plaintiff was employed by
20 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein, even
21 if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks to
22 recover civil penalties under PAGA, plus reasonable attorneys' fees and costs, for Plaintiff and all
23 other Aggrieved Employees of Defendants during the PAGA Period.

24 20. 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 21. 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 22. Pursuant to Labor Code section 2699.3, on or around December 18, 2024, 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 23. 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 24. Plaintiff also provided Defendants, and each of them, with notice under Labor Code
11 section 2810.3, subdivision (d) that Plaintiff would seek to hold them liable for each other's wage
12 and hour violations under Labor Code section 2810.3 on March 19, 2026 by certified mail with
13 return receipt requested.

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

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

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

28 28. In the event that Defendants, or either of them is/are deemed to have adequately taken

1 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
2 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
3 Code section 2699(h)(1)-(3).

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

14 **FACTUAL ALLEGATIONS**

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

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

24 32. Upon information and belief, Defendants failed to accurately track and/or pay for all
25 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
26 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
27 including, without limitation, by requiring Plaintiff and Aggrieved Employees to complete post-
28 shift tasks after clocking out, such as continuing to prepare food, clean workstations, and sweep the

1 area; clock out for meal periods and continue working due to being asked to help out and run food
2 to restaurant patrons; and make and receive phone calls and text messages off the clock to discuss
3 schedule changes with managers.

4 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
6 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
7 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
8 damages under, without limitation, Labor Code sections 1475, 1194, 1194.2, and 1198. Plaintiff is
9 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
10 to such violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for
11 civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558,
12 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
13 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

14 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
15 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
16 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
17 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
18 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
19 Aggrieved Employees lawful meal periods by, without limitation, Defendants regularly denied
20 Plaintiff and Aggrieved Employees lawful meal periods by, without limitation, interrupting meal
21 periods; failing to provide meal periods all together; not providing timely meal periods; failing to
22 provide second meal periods; and providing short meal periods. By way of example, Plaintiff
23 constantly faced delayed or denied meal periods due to chronic understaffing. Defendants often told
24 Plaintiff to wait to take her meal period because "the customers are fist." Moreover, after clocking
25 out for lunch, Plaintiff would be asked to continue working to complete tasks such as running coffee
26 to restaurant patrons before she could actually take her meal period. Plaintiff and other Aggrieved
27 Employees personally suffered these violations. Consequently, Plaintiff is informed and believes,
28 and based thereon alleges, that Defendants violated Labor Code sections 512 and 1198 each day for

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

12 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
14 including, without limitation, work over four-hour periods (or major fractions thereof) without
15 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
16 and complete ten-minute rest periods in which the employees are completely relieved of all of their
17 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
18 rest periods by, without limitation, interrupting rest periods; by failing to provide rest periods all
19 together; and not providing rest periods in a timely fashion. By way of example, Plaintiff constantly
20 faced delayed or denied rest breaks due to chronic understaffing and customer volume. Plaintiff was
21 told by Defendants to wait to take her break because "customers are first." Furthermore, Plaintiff
22 was also required to clock out for rest breaks. Moreover, the written break policy is unlawful as it
23 combines meal and rest periods. Plaintiff and other Aggrieved Employees personally suffered these
24 violations. Consequently, Plaintiff is informed and believes, and based thereon alleges, that
25 Defendants violated the applicable Wage Order(s) each day for each Aggrieved Employee during
26 the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at
27 their regular rate of pay for each day worked during the PAGA Period under Labor Code section
28 226.7. However, Plaintiff is informed and believes that those premium payments under Labor Code

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

10 36. 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). Consequently, Plaintiff is informed and believes, and based thereon alleges, that
23 Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved Employee
24 during the PAGA Period, and that, thus Plaintiff and each Aggrieved Employee personally suffered
25 these violations and was owed penalties under Labor Code section 226 for each pay period worked
26 during the PAGA Period. Plaintiff is informed and believes that those penalties under Labor Code
27 section 226 were not paid for these violations of Labor Code section 226. Defendants would thus
28 be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699, or

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

5 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
6 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
7 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
8 overtime wages owed, all minimum wages owed, and all premium pay owed, which Plaintiff states
9 under information and belief because Employer failed to provide the requested records under Labor
10 Code section 226. Consequently, Plaintiff is informed and believes, and based thereon alleges, that
11 Defendants violated Labor Code sections 201, 202 203, and 1198 each pay period for each
12 Aggrieved Employee during the PAGA Period, and thus Plaintiff and each Aggrieved Employee
13 personally suffered these violations and was owed penalties under Labor Code section 203 for each
14 pay period worked during the PAGA Period. However, Plaintiff is informed and believes that those
15 penalties under Labor Code section 203 were not made for these violations of Labor Code sections
16 201, 202, and 203. Defendants would thus be liable for civil penalties pursuant to Labor Code
17 sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Plaintiff is
18 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
19 to such violations and was malicious, fraudulent, or oppressive. As such, Defendants would further
20 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 38. Plaintiff is informed and believes, and based thereon alleges that Defendants also
22 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
23 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for the use of a
24 personal cellular phone for work purposes such as receiving calls and texts from managers about
25 changes in scheduling, in direct consequence of the discharge of their duties, or of their obedience
26 to the directions of Defendants, as required by Labor Code sections 1198, 2800, 2802, and other
27 statutory and common law offenses. As a result, Plaintiff and other Aggrieved Employees have
28 personally suffered these violations and Defendants are liable to reimburse Plaintiff and other

1 Aggrieved Employees for these costs incurred in furtherance of work duties. Defendants would thus
2 be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief
3 under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon
4 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
5 or oppressive. As such, Defendants would further be liable for civil penalties pursuant to Labor
6 Code section 2699(f)(2)(B)(ii).

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

23 40. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
24 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
25 statements and similar payroll documents under Labor Code section 226, documents signed to
26 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
27 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
28 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Defendants

1 also failed to provide all documents requested by Plaintiff on January 13, 2026, in violation of these
2 Labor Code sections, including but not limited to all personnel documents under Labor Code
3 sections 432 and 1198.5, wage statements in violation of Labor Code section 226, and time records
4 in violation of Labor Code section 1174. Plaintiff and the Aggrieved Employees personally suffered
5 these violations, which in turn would entitle Plaintiff and other Aggrieved Employees to penalties
6 prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for civil
7 penalties pursuant to Labor Code sections 558, 1174.5, and 2699. Plaintiff further informed and
8 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
9 was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties
10 pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

1 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
2 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

3 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
4 or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for
5 Plaintiff and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Plaintiff
6 and/or Aggrieved Employees on account of a gratuity, or required Plaintiff and/or Aggrieved
7 Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due
8 to the Plaintiff and/or Aggrieved Employees from the Defendants. In addition, Plaintiff is informed
9 and believes, and based thereon alleges, that Defendants permit and/or permitted patrons to pay
10 gratuities by credit card but failed to pay Plaintiff and/or Aggrieved Employees the full amount of
11 the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit
12 card payment processing fees that may be charged to the employer by the credit card company by
13 not later than the regular payday following the date the patron authorized the credit card. In addition,
14 Defendants failed to keep accurate records of all gratuities received by Defendants and made those
15 open to inspection at all reasonable hours. Plaintiff is informed and believes that this has resulted
16 in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor Code sections
17 351 and 353, Plaintiff and other Aggrieved Employees have personally suffered violations thereto
18 and Defendants would be liable for civil penalties pursuant to Labor Code sections 351, 353, 1198
19 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and
20 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
21 was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties
22 pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

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

17 **FIRST AND ONLY CAUSE OF ACTION**

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

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

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

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

27 47. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
28 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this

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

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

15 Civil Penalties Under Labor Code § 226.3

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

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

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

1 other such information as required by Labor Code section 226, subdivision (a).

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

7 Violation of Labor Code § 558

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

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

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

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

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

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

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Violation of Labor Code § 1174.5

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

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

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

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

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

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

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

7 Violation of Labor Code § 1197.1

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

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

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

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

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

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

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

10 Civil Penalties Under Labor Code § 2699

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

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

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

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

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28 ///

1 **PRAYER**

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

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

12
13
14 Dated: June 1, 2026

BIBIYAN LAW GROUP, P.C.

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16 BY: /s/ Calyn V. Hadlock
17 CALYN V. HADLOCK
18 Attorneys for Plaintiff CLAUDIA
19 ACHUTIGUI and on behalf of all other
20 Aggrieved Employees
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