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David W. Slayton,
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Attorneys for Plaintiffs, Brett Michael Houston, Yalitza Paulette Maldonado, and on
behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

BRETT MICHAEL HOUSTON, an
individual, and YALITZA PAULETTE
MALDONADO, an individual and on behalf
of all others similarly situated,

Plaintiffs,

v.

ADVANTAGE HCS LLC., a Delaware
limited liability company; AHCS
SPECIALTY CARE, LLC., a California
limited liability company; and DOES 1
through 100, inclusive,

Defendants

CASE NO.: **26STCV20090**

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 Plaintiffs Brett Michael Houston and Yalitza Paulette Maldonado (collectively “Plaintiffs”),
2 as aggrieved employees, on behalf of themselves and all other aggrieved employees under the Labor
3 Code Private Attorneys’ General Act of 2004, allege as follows:

4 **JURISDICTION AND VENUE**

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 Advantage HCS LLC,
7 and any of its respective subsidiaries or affiliated companies within the State of California
8 (“ADVANTAGE”); and AHCS Specialty Care, LLC, and any of its respective subsidiaries or
9 affiliated companies within the State of California (“AHCS”) , as a proxy of the Labor and
10 Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiffs and
11 all other current and former non-exempt employees of Defendants working within the Civil Penalty
12 Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with
13 the Labor Code. Specifically, in connection with the alleged claims for failure to comply with Labor
14 Code sections 96, 98.6, 200, 201, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 205, 205.5, 210, 212,
15 221, 222, 223, 222.5, 226, 226.2, 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8,
16 1102.5, 1197.5, 1198, 1198.5, 1527, 3366, 3457, and 8397.4, Plaintiffs seek to represent all
17 employees of Advantage HCS, LLC and AHCS Specialty Care, LLC, and each of them, DOES 1
18 through 100, as well as their parents, subsidiaries and affiliates (hereinafter, collectively,
19 “Defendants”) working within three years preceding the date of this letter and continuing past the
20 date of this Letter into perpetuity (“Civil Penalty Period”). On all other claims mentioned herein,
21 Plaintiffs seeks to represent only non-exempt employees of Defendants working within the Civil
22 Penalty Period. Collectively, those employees shall be known as “Aggrieved Employees” herein.

23 2. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
24 of Civil Procedure section 410.10.

25 3. Venue as to the original Representative Complaint is proper in Los Angeles County,
26 California pursuant to Code of Civil Procedure sections 392, *et seq.* because, among other things,
27 Los Angeles County was where the causes of action complained of herein arose; the county in which
28 the employment relationship began; the county in which performance of the employment contract,

1 or part of it, between Plaintiffs and Defendants was due to be performed; the county in which the
2 employment contract, or part of it, between Plaintiffs and Defendants was actually performed; and
3 the county in which Defendants, or some of them, reside. Moreover, the unlawful acts alleged
4 herein, within the original Complaint, have a direct effect on Plaintiffs and Aggrieved Employees
5 in Los Angeles County, and because Defendants employ Aggrieved Employees in Los Angeles
6 County.

7 4. Plaintiffs are an “aggrieved employee” under PAGA, as Plaintiffs were employed by
8 Defendants during the Civil Penalty Period and suffered the Labor Code violations set forth herein,
9 even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiffs seek
10 to recover civil penalties under the Labor Code Private Attorneys General Act of 2004, codified at
11 Labor Code section 2698, *et seq.* (“PAGA”), as amended, plus reasonable attorneys’ fees and costs,
12 for Plaintiffs and all other current and former Aggrieved Employees of Defendants during the Civil
13 Penalty Period.

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

18 6. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
19 96, 98.6, 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 204.1, 204.2, 205, 205.5, 206.5,
20 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 226.7, 227.3, 231, 232, 232.5, 233, 235, 245, 246,
21 351, 353, 404, 432, 432.3, 432.5, 432.7, 432.8, 450, 510, 511, 512, 551, 552, 558, 1101, 1102,
22 1102.5, 1174, 1174.51182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1290, 1292, 1293, 1293.1,
23 1294.1, 1301, 1391, 1475, 1527, 1695.55, 1696.5, 1700.31, 1771, 1774, 1775, 1776, 1811, 1815,
24 1197.5, 2673, 2800, 2802, 2810.3, 2810.5, 2699, 3366, 3457, 49112, 49116, and 8397.4, among
25 others, California Code of Regulations, Title 8, Section 3395, 3396, Business and Professions Code
26 sections 16600, 16700, and 17200, Government Code section 12952, as well as applicable Wage
27 Orders.

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

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

4 8. On or around June 17, 2024, Plaintiffs provided written notice pursuant to Labor
5 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants'
6 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
7 as well as by certified mail, with return receipt requested to Defendants, and each of them.

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

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

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

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

26 13. Plaintiffs are further informed and believe that within five (5) years of any of
27 violations described above, the LWDA or a court has issued a finding or determination to the
28 Defendants, or either of them, that its/their policy or practice giving rise to such violations was

1 unlawful, and thus Defendants, or any of them, is/are further liable for civil penalties pursuant to
2 Labor Code section 2699(f)(2)(B)(i). Plaintiffs are informed that Defendants, or any of them,
3 was/were found to have unlawfully committed some or all of the above-related Labor Code
4 violations, and thus is/are subject to increased penalties, as applicable, under Labor Code sections
5 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are **not** eligible for reduced penalties under
6 either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the
7 serving of this notice. Regardless, as the Defendants' conduct giving rise to the violations detailed
8 herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased
9 penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and
10 2699(h)(3), are **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying
11 violations either prior to or after the Employer's receipt of this notice.

12 14. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
13 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
14 calendar days of the June 17, 2024 postmarked date of the herein-described notice sent by Plaintiffs
15 to the LWDA and Defendants.

16 **PAGA REPRESENTATIVE ALLEGATIONS**

17 15. Plaintiffs are informed and believe, and based thereon alleges, that Defendants, and
18 each of them, had and have a policy or practice of requiring Plaintiffs and other Aggrieved
19 Employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7)
20 straight workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying
21 them proper overtime wages every day, as a result of, without limitation, failing to accurately track
22 and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work
23 off the clock, including, without limitation, by requiring employees: to come early to work and leave
24 late work without being able to clock in for all that time, to suffer under Employer's control due to
25 long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after
26 clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to
27 don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the
28 clock, to make phone calls or drive off the clock, and/or go through security screenings and/or

1 temperature checks off the clock; failing to include all forms of remuneration, including non-
2 discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms
3 of remuneration into the regular rate of pay for the pay periods where overtime was worked and the
4 additional compensation was earned for the purpose of calculating the overtime rate of pay;
5 detrimental rounding of employee time entries, editing and/or manipulation of time entries to show
6 less hours than actually worked, for paying straight pay instead of overtime pay, for failure to pay
7 overtime as required by Labor Code section 226.2, and by attempting but failing to properly
8 implement an alternative workweek schedule (“AWS”) (including, without limitation, by failing to
9 implement a written agreement designating the regularly scheduled alternative workweek in which
10 the specified number of work days and work hours are regularly recurring; failing to adopt the AWS
11 in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the
12 affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any
13 AWS election; and/or failing to register an AWS election with the State of California, as required
14 by Labor Code section 511 and applicable Wage Orders) all to the detriment of Employee and other
15 Aggrieved Employees. Consequently, Employee is informed and believes, and based thereon
16 alleges, that Employer violated Labor Code sections 221, 222, 223, 226.2, 510, 511, 551, 552, 1194,
17 1198 (as it pertains to employees governed by a collective bargaining agreement [“CBA”]), 1811,
18 1815 and applicable Wage Orders based on its practice of providing total compensation that is less
19 than the required legal overtime compensation for the overtime worked, entitling Employee and
20 other aggrieved employees to damages, including, without limitation, at least one hour of unpaid
21 overtime wages each day worked by each Aggrieved Employee during the Civil Penalty Period.
22 Employee further informed and believes, and based thereon alleges, that Employer’s conduct above
23 gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable
24 for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558,
25 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further
26 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 16. Plaintiffs are informed and believe, and based thereon alleges, that Defendants, and
28 each of them, had and have a practice or policy of failing to compensate Plaintiffs and other

1 Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's
2 control every day as a result of, without limitation, failing to accurately track and/or pay for all
3 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
4 including, without limitation, by requiring employees: to come early to work and leave late work
5 without being able to clock in for all that time, to suffer under Defendants' control due to long lines
6 for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out,
7 to clock out for meal periods and continue working, to clock out for rest periods, to don and doff
8 uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off
9 the clock, to store and retrieve personal belongings off the clock, to attend company meetings off
10 the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock;
11 detrimental rounding of employee time entries; failing to pay the minimum amounts required under
12 Labor Code section 226.2; editing and/or manipulation of time entries to show less hours than
13 actually worked; and failing to pay split shift premiums. In addition, Plaintiffs and other Aggrieved
14 Employees were required to report to work, and did report, but were not put to work and/or were
15 furnished less than half their usual or scheduled day's work without being paid for half the usual or
16 scheduled work at their regular rate of pay. As such, Plaintiffs are informed and believe, and based
17 thereon alleges, that Defendants violated, without limitation, Labor Code sections 221, 222 (as it
18 pertains to employees governed by a CBA), 223, 226.2, 1197, 1182.12, Cal. and applicable Wage
19 Orders based on its continued failure to pay minimum wages for all hours worked, that Plaintiffs
20 and other Aggrieved Employees personally suffered these violations, and that Plaintiffs and other
21 Aggrieved Employees are entitled to actual and liquidated damages under, without limitation, Labor
22 Code sections 1475, 1194, 1194.2, and 1198 to compensate them for at least one unpaid hour of
23 work per day for each Aggrieved Employee in the Civil Penalty Period. Employee further informed
24 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations
25 was malicious, fraudulent, or oppressive. Plaintiffs would also be liable for civil penalties pursuant
26 to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1, 1198 and 2699, or
27 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs would further be liable for civil
28 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 17. Plaintiffs are informed and believe, and based thereon alleges, that Defendants had
2 and have a practice or policy of failing to compensate Plaintiffs and other Aggrieved Employees
3 with minimum wages for all hours worked or otherwise under Employer's control every day as a
4 result of, without limitation, failing to accurately track and/or pay for all minutes actually worked;
5 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
6 by requiring employees: to come early to work and leave late work without being able to clock in
7 for all that time, to suffer under Defendants' control due to long lines for clocking in, to complete
8 pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods
9 and continue working, to clock out for rest periods, to don and doff uniforms and/or safety
10 equipment off the clock, to undergo security checks and/or bag checks off the clock, to store and
11 retrieve personal belongings off the clock, to attend company meetings off the clock, to make phone
12 calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding of
13 employee time entries; editing and/or manipulation of time entries to show less hours than actually
14 worked; and failing to pay split shift premiums. In addition, Plaintiffs and other Aggrieved
15 Employees were required to report to work, and did report, but were not put to work and/or were
16 furnished less than half their usual or scheduled day's work without being paid for half the usual or
17 scheduled work at their regular rate of pay. These acts and/or omissions violated Labor Code
18 sections 1771, 1774 and 1198, and, thus Plaintiffs would be liable for civil penalties pursuant to
19 these sections and Labor Code section 2699, or injunctive relief under sections 2699(e)(1) and
20 2699(k). Plaintiffs further informed and believe, and based thereon alleges, that Plaintiffs' conduct
21 above gave rise to such violations was malicious, fraudulent, or oppressive. Plaintiffs would further
22 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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24
25 18. Plaintiffs are informed and believe, and based thereon alleges, that Defendants, and
26 each of them, had and have a policy or practice of compelling Plaintiffs and other Aggrieved
27 Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours
28 per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or

1 compensation in lieu thereof including, each workday, without limitation: by interrupting meal
2 periods; not providing timely meal periods; failing to provide first and second meal periods;
3 providing short meal periods, including without, limitation meal periods that were recorded for less
4 than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer
5 but in practice were shorter than thirty minutes due to time required to walk to and from a suitable
6 break area, time spent having to wait in line to clock back in, having to don and doff safety gear
7 during the meal period, having to undergo security or bag checks during the meal period, and /or
8 having to retrieve and store personal belongings during the meal period; requiring that employees
9 carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave
10 the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods
11 that could not be auto-deducted by law or during which employees worked. Plaintiffs and other
12 Aggrieved Employees personally suffered these violations. Consequently, Plaintiffs are informed
13 and believe, and based thereon alleges, that Defendants violated Labor Code sections 221, 222 (as
14 to employees governed by a CBA), 223, 512 and 1198 each day for each Aggrieved Employee
15 during the Civil Penalty Period, and that, thus each Aggrieved Employee was owed one hour of
16 premium pay at their regular rate of pay for each day worked during the Civil Penalty Period under
17 Labor Code section 226.7. However, Plaintiffs are informed and believe that those premium
18 payments under Labor Code section 226.7 were not made, either, for these non-compliant meal
19 periods, either at all or at the proper regular rate of pay. Plaintiffs would thus be liable for civil
20 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221, 222 (for
21 employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of
22 compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or
23 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs further informed and believes,
24 and based thereon alleges, that Defendants' conduct above gave rise to such violations was
25 malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant
26 to Labor Code section 2699(f)(2)(B)(ii).

27 19. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
28 maintain policies or practices of compelling Plaintiffs and other Aggrieved Employees every day

1 to, including, without limitation, work over four-hour periods (or major fractions thereof) without
2 authorizing and permitting Plaintiffs and other Aggrieved Employees to take uninterrupted, timely,
3 and complete ten-minute rest periods in which the employees are completely relieved of all of their
4 duties, including, without limitation: by failing to provide rest periods all together; failing to provide
5 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
6 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
7 than ten uninterrupted minutes due to, without limitation, due to time required to walk to and from
8 a suitable break area, time spent having to don and doff safety gear during the rest period, having to
9 retrieve and store personal belongings during the rest period, and/or having to undergo security or
10 bag checks during the rest period, requiring that they be bundled together and/or with meal periods;
11 interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest
12 periods; not providing rest periods in a timely fashion; and not permitting employees to leave the
13 premises; and otherwise requiring on-duty/on-call rest periods. Employee and other Aggrieved
14 Employees personally suffered these violations. Consequently, Plaintiffs are informed and believe,
15 and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each
16 Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed
17 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period
18 under Labor Code section 226.7. However, Plaintiffs are informed and believe that those premium
19 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
20 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
21 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
22 (for failure to timely pay these wages), 221, 222 (for employees governed by a CBA), 223, 558,
23 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to
24 provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1)
25 and 2699(k). Plaintiffs are further informed and believe, and based thereon alleges, that Defendants'
26 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
27 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 20. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
2 maintain policies or practices of failing to maintain adequate temperatures which created excessive
3 heat or humidity exposing Plaintiffs and Aggrieved Employees to temperature related hazards
4 and/or comfortable working environments, as required under California Code of Regulations Title
5 8, section 3396. Plaintiffs are informed and believe, and based thereon alleges that Defendants
6 failed to maintain temperatures at comfortable levels in violation of section 15 of the applicable
7 Wage Orders, which requires temperature be maintained in each work area to be reasonably
8 comfortable, consistent with industry-wide standards for the nature of the process and the work
9 performed. Defendants, as required by the same wage order provisions, also: failed and fails to take
10 all feasible means to reduce excessive heat or humidity created by the work process to provide
11 reasonable comfort; failed and fails to provide a heated room for Plaintiffs and Aggrieved
12 Employees so that they may retire for warmth while maintaining such room at not less than 60
13 degrees; and/or failed and fails to maintain a temperature of not less than 68 degrees in toilet rooms,
14 resting rooms, and change rooms during hours of use Plaintiffs are further informed and believe,
15 and based thereon alleges that Defendants failed and fail to permit Plaintiffs and other Aggrieved
16 Employees from taking cooldown periods every day as required under California Code of
17 Regulations, Title 8, Section 3395; rest and recovery periods as required by Labor Code section
18 226.2; and premium pay in lieu thereof under Labor Code section 226.7. Plaintiffs and other
19 Aggrieved Employees personally suffered these violations. Consequently, Plaintiffs are informed
20 and believe, and based thereon alleges, that Defendants violated California Code of Regulations,
21 Title 8, Sections 3395 and 3396 each day for each Aggrieved Employee during the PAGA Period,
22 and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of
23 pay for each day worked during the PAGA Period under Labor Code section 226.7. In addition, for
24 the failure each day of the PAGA Period by Defendants to provide rest and recovery periods under
25 Labor Code section 226.2, each Aggrieved Employee was owed compensation at a regularly hourly
26 rate that is no less than the higher of the amounts set forth in Labor Code section 226.2(a)(3)(A)(i)
27 or 226.2(a)(3)(A)(ii). However, Plaintiffs are informed and believe that those premium payments
28 under Labor Code section 226.7, and rest and recovery periods under Labor Code section

1 226.2(a)(3)(A) were not made for these non-compliant cooldown periods and/or rest and recovery
2 periods, either at all or at the proper rate of pay, in violation of Labor Code sections 226.2, 226.7
3 and/or 1198. Defendants would also be liable for their failures to provide comfortable levels of
4 temperatures to employees under the wage orders, including Section 15 thereof. Defendants would
5 thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these
6 wages), 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to
7 authorize the taking of compliant rest periods and for failing to provide premium pay under Labor
8 Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further
9 informed and believe, and based thereon alleges, that Defendants' conduct above gave rise to such
10 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
11 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

12 21. In addition to the above, Plaintiffs are informed and believe, and based thereon
13 alleges that Defendants failed and continue to fail to keep adequate or accurate time records
14 including wage statements and similar payroll documents under Labor Code section 226, documents
15 signed to obtain or hold employment under Labor Code section 432, personnel records under Labor
16 Code section 1198.5, time records under Labor Code section 1174, the names and addresses of all
17 employees employed and the ages of all minors under Labor Code section 1174, subsection (c),
18 payroll records showing the hours worked daily by and the wages paid to, and the number of piece-
19 rate units earned by, and applicable piece rate paid to, employees employed at the respective place
20 of employment under Labor Code section 1174, subsection (d), and a copy of the payroll record
21 provided by the contractor under Labor Code section 1695.55, as well as the information required
22 to be kept under Labor Code sections 2673 and/or 1776, subdivision (a), making it difficult for
23 Employee and other aggrieved employees to calculate their unpaid wages and/or premium
24 payments. Employer also failed to provide these documents to Employee and other Aggrieved
25 Employees upon request in violation of these Labor Code sections, as well as Labor Code section
26 1198 and/or 1775, subdivision (b)(1). Plaintiffs and the Aggrieved Employees personally suffered
27 these violations, which in turn would entitle Plaintiffs and other Aggrieved Employees to penalties
28 prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for civil

1 penalties pursuant to Labor Code sections 558, 1174.5, 1695.55, 1198, and 2699. Plaintiffs are
2 further informed and believe, and based thereon alleges, that Defendants' conduct above gave rise
3 to such violations was malicious, fraudulent, or oppressive. Defendants would further be liable for
4 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

5 22. As a result of, among other things, Defendants' herein-described policy or practice
6 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
7 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
8 rest periods, as described above, and due to independent failures in connection therewith, Plaintiffs
9 are informed and believe, and based thereon alleges, that Defendants also intentionally failed and
10 continues to fail to furnish Aggrieved Employees, including, without limitation, Plaintiffs, with
11 itemized wage statements that accurately reflect: gross wages earned; total hours worked by the
12 employee; net wages earned; the inclusive dates of the period for which the employee is paid; the
13 name of the employee and only the last four digits of their social security number or an employee
14 identification number other than a social security number; all deductions; all applicable hourly rates
15 in effect during the pay period and the corresponding number of hours worked at each hourly rate
16 by the employee; the legal name and address Defendants (and, in the case of a farm labor contractor,
17 the name and address of the legal entity that secured the services of the employer); and other such
18 information as required by Labor Code section 226, subdivision (a) , as well as Labor Code section
19 226.2 to the extent it does not include for piece-rate work the information required therein including,
20 without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-
21 productive time and rest and recovery periods. Specifically, Defendants intentionally failed to
22 furnish employees with itemized wage statements that accurately reflect the hours worked by
23 Plaintiffs and other Aggrieved Employees and the rates of pay at which they were or should have
24 been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to
25 reflect gross and net wages earned and paid at each rate, as well. Consequently, Employee is
26 informed and believes, and based thereon alleges, that Employer violated Labor Code sections 226,
27 226.2, 1696.5 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that,
28 thus Employee and each Aggrieved Employee personally suffered these violations and was owed

1 penalties under Labor Code section 226 and 226.2 for each pay period worked during the PAGA
2 Period. Plaintiffs are informed and believe that those penalties under Labor Code section 226 were
3 not paid for these violations of Labor Code section 226. Defendants would thus be liable for civil
4 penalties pursuant to Labor Code sections 226.2, 226.3, 558, 1198, 1696.5 and 2699. Plaintiffs are
5 further informed and believe, and based thereon alleges, that Defendants' conduct above gave rise
6 to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
7 penalties pursuant to Labor Code sections 226.2, 226.3, 558, and 2699, or injunctive relief under
8 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
9 Labor Code section 2699(f)(2)(B)(ii).

10 23. Plaintiffs are informed and believe, and based thereon alleges, that Defendants also
11 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
12 compensation to Plaintiffs and other terminated or resigned employees, including but not limited to,
13 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
14 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at
15 the proper regular rate of pay, among other things. Consequently, Plaintiffs are informed and
16 believe, and based thereon alleges, that Defendants violated Labor Code sections 201, 201.5, 201.7,
17 202 203, 203.5 ,204a, 204.1, 204.2, 205, 205.5 and 1198 each pay period for each Aggrieved
18 Employee during the PAGA Period, and that, thus Plaintiffs and each Aggrieved Employee
19 personally suffered these violations and was owed penalties under Labor Code section 203 (or, as
20 applicable, 203.5, 204a, 204.1, 204.2, 205 and/or 205.5) for each pay period worked during the
21 PAGA Period. However, Plaintiffs are informed and believe that those penalties under Labor Code
22 section 203 (or 203.5 and/or 204a) were not made for these violations of Labor Code sections 201,
23 201.5, 201.7, 202, 203, 203.5, 204b, 204.1, 204.2, 205 and/or 205.5. Plaintiffs are further informed
24 and believe, and based thereon alleges, that Defendants' conduct above gave rise to such violations
25 was malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties
26 pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
27 and 2699(j). Defendants would further be liable for civil penalties pursuant to Labor Code section
28 2699(f)(2)(B)(ii).

1 24. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
2 required or require the execution of a release of claim or right on account of wages due, or to become
3 due, or made as an advance on wages to be earned, including, without limitation, as a condition of
4 being paid, to execute a statement of the hours worked during a pay period in which Defendants
5 knew to be false. As such, Plaintiffs are informed and believe, and based thereon alleges that
6 Defendants violated Labor Code sections 206.5 and 1198, and that Plaintiffs and other Aggrieved
7 Employees have personally suffered these violations. Plaintiffs are further informed and believe,
8 and based thereon alleges, that Defendants' conduct above gave rise to such violations was
9 malicious, fraudulent, or oppressive. Defendants would be liable for civil penalties pursuant to
10 Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
11 Defendants would further be liable for civil penalties pursuant to Labor Code section
12 2699(f)(2)(B)(ii).

13 25. Plaintiffs are informed and believe, and based thereon alleges, that Defendants have
14 or had a policy or practice of unlawfully deducting wages from Plaintiffs and other Aggrieved
15 Employees, by issuing in payment of wages due, or to become due, or as an advance on wages to
16 be earned: (1) an order, check, draft, note, memorandum, gift card, or other acknowledgement of
17 indebtedness, (unless it was negotiable and payable in cash, on demand, without discount, at some
18 established place of business in the state), the name and address of which must but did not appear
19 on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must
20 be but was not at least 30 days, the maker or drawer did not have sufficient funds in, or credit,
21 arrangement, or understanding with the drawee for its payment; and/or (2) any scrip, coupon cards,
22 or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than
23 in money. Plaintiffs are further informed and believe, and based thereon alleges, that such wages
24 were not compensated at the "regular rate" of compensation as provided under Labor Code sections
25 226.7 and 510, subsection (a), thus violating those Labor Code sections, as well as Labor Code
26 section 1198. In addition, Plaintiffs are informed and believe that Defendants, by these deductions
27 and/or otherwise, have caused wages earned by Plaintiffs and Aggrieved Employees to be charged
28 back or kicked back to Defendants. Consequently, Plaintiffs are informed and believe, and based

1 thereon alleges, that Plaintiffs and other Aggrieved Employees have personally suffered violations
2 under these sections and are entitled to relief under, without limitation, Labor Code sections 212,
3 221, 222 (as it pertains to employees governed by a CBA), 223, 226.7, 246, 510 subsection (a),
4 1194, and 1197. Plaintiffs are further informed and believe, and based thereon alleges, that
5 Plaintiffs' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
6 Defendants would thus be liable for civil penalties pursuant to Labor Code sections 558, 1197.1,
7 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
8 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

9 26. Plaintiffs are further informed and believe, and based thereon alleges that Defendants
10 failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor
11 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
12 to provide Plaintiffs and other Aggrieved Employees with the rates of pay and overtime rates of pay
13 applicable to their employment, allowances claimed as part of the minimum wage, the regular
14 payday designated by Defendants, the name of the employer, including any "doing business as"
15 names used, the name, address and telephone number of the workers' compensation insurance
16 carrier, information regarding paid sick leave, and other pertinent information required to be
17 disclosed by Employer under Labor Code section 2810.5. Plaintiffs are informed and believe that
18 failure to provide such information, including rates of pay that are in effect, has permitted
19 Defendants to pay employees at rates of pay that were not agreed upon and violate minimum wage
20 and overtime wage laws in California. Plaintiffs are additionally informed and believes that the
21 notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury
22 reporting. Plaintiffs are informed and believe that Defendants violated Labor Code sections 1198
23 and 2810.5. Plaintiffs and other Aggrieved Employees personally suffered these violations.
24 Plaintiffs further informed and believes, and based thereon alleges, that Defendants' conduct above
25 gave rise to such violations was malicious, fraudulent, or oppressive. Among other relief, employees
26 may collect from Defendants in connection with these violations' civil penalties pursuant to Labor
27 Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
28

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

3 27. Plaintiffs are informed and believe, and based thereon alleges that Defendants also
4 failed and refused, and continues to fail and refuse, to reimburse employees, including, without
5 limitation, Plaintiffs and other Aggrieved Employees, with their costs incurred for driving personal
6 vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits,
7 separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for
8 the purchase and maintenance of cellular phones and cellular phone plans, for pre-employment
9 medical, physical or drivers' exams taken as a condition of employment, or for compelling or
10 coercing Plaintiffs and Aggrieved Employees, including applicants, to patronize in the purchase of
11 a value or things, including, without limitation, Defendants' product(s) and/or service(s), in direct
12 consequence of the discharge of their duties, or of their obedience to the directions of Defendants,
13 as required by Labor Code sections 222.5, 231, 450, 1198, 2800, 2802, and other statutory and
14 common law offenses. As a result, Plaintiffs and other Aggrieved Employees have personally
15 suffered these violations and Defendants are liable to reimburse Plaintiffs and other Aggrieved
16 Employees for these costs incurred in furtherance of work duties. Plaintiffs further informed and
17 believe, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
18 malicious, fraudulent, or oppressive. In addition, Defendants would be liable for civil penalties
19 pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
20 and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
21 2699(f)(2)(B)(ii).

22 28. Plaintiffs are further informed and believe, and based thereon alleges, that
23 Defendants have or had a policy or practice of failing to reimburse deposits made, including uniform
24 deposits together with all interest owed at the separation of employment in violation of Labor Code
25 sections 404 and 1198, that Plaintiffs and other Aggrieved Employees personally suffered these
26 violations, and that Plaintiffs and other Aggrieved Employees are entitled to damages in the amount
27 of the deposit and accrued interest. Plaintiffs are further informed and believe, and based thereon
28 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or

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

4 29. Plaintiffs are further informed and believe, and based thereon alleges, that
5 Defendants have or had a policy or practice of failing to provide Plaintiffs and other Aggrieved
6 Employees with all rights afforded to them under the Healthy Workplace Healthy Families Act of
7 2014, codified at Labor Code section 245, *et seq.*, including, without limitation, the amount of paid
8 sick leave required to be provided pursuant to California and local laws. Plaintiffs are further
9 informed and believe that the sick pay was not provided at the proper regular of pay as required
10 under California law due to failure to properly calculate the regular rate. Plaintiffs are further
11 informed and believe that Defendants also did not permit its use upon request by Plaintiffs and other
12 Aggrieved Employees as contemplated under California and local laws, including, without
13 limitation, under Labor Code section 233, that permits its use to attend to an illness of a child, parent,
14 spouse, or domestic partner without retaliation. Plaintiffs are additionally informed and believes
15 that the notice requirement of Labor Code section 221, 222 (as it pertains to employees governed
16 by a CBA), 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace injury reporting.
17 Plaintiffs are thus informed and believes that Defendants violated these Labor Code sections, as
18 well as Labor Code section 1198. As such, Plaintiffs and other Aggrieved Employees have
19 personally suffered violations under these sections and Defendants would be liable for civil penalties
20 for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699, as well
21 as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs. Defendants
22 are further informed and believes, and based thereon alleges, that Defendants' conduct above gave
23 rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be liable
24 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

25 30. Plaintiffs are informed and believe, and based thereon alleges that Defendants had
26 and have a policy or practice of failing to pay Plaintiffs and other Aggrieved Employees their paid
27 time off and vacation time owed upon separation of employment as wages at their final rate of pay
28 in violation of Labor Code sections 221, 222 (as it pertains to employees governed by a CBA), 223,

1 227.3 and applicable Wage Orders. Plaintiffs are thus informed and believes that Defendants
2 violated these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiffs and
3 other Aggrieved Employees have personally suffered these violations and Defendants would be
4 liable for civil penalties for violation of Labor Code section 227.3 under Labor Code section 558,
5 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further
6 informed and believe, and based thereon alleges, that Defendants' conduct above gave rise to such
7 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
8 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

24 32. Plaintiffs are informed and believe, and based thereon alleges that Defendants had
25 and have a policy of failing to provide all temporary workers, including without limitation,
26 Plaintiffs, with owed wages weekly by not later than the regular payday of the following week.
27 Plaintiffs are informed and believe that this has resulted in a violation of Labor Code sections 201.3
28 and 1198. As a result, pursuant to Labor Code section 201.3, Plaintiffs and other Aggrieved

1 Employees have personally suffered violations thereto and Plaintiffs would be liable for civil
2 penalties pursuant to Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections
3 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based thereon alleges, that
4 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
5 Defendants would further be liable for civil penalties pursuant to Labor Code section
6 2699(f)(2)(B)(ii).

7 33. Plaintiffs are informed and believe, and based thereon alleges, that Defendants have
8 or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for
9 Plaintiffs and/or Aggrieved Employees by a patron, or deducted amounts from wages due to
10 Plaintiffs and/or Aggrieved Employees on account of a gratuity, or required Plaintiffs and/or
11 Aggrieved Employees to credit the amount (or a part thereof) of a gratuity against and as part of the
12 wages due to the Plaintiffs and/or Aggrieved Employees from the Defendants. In addition, Plaintiffs
13 are informed and believe, and based thereon alleges, that Defendants permit and/or permitted
14 patrons to pay gratuities by credit card but failed to pay Plaintiffs and/or Aggrieved Employees the
15 full amount of the gratuity that the patron indicated on the credit card slip, without any deductions,
16 for any credit card payment processing fees that may be charged to the employer by the credit card
17 company by not later than the regular payday following the date the patron authorized the credit
18 card. In addition, Defendants failed to keep accurate records of all gratuities received by Defendants
19 and made those open to inspection at all reasonable hours. Plaintiffs are informed and believe that
20 this has resulted in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor
21 Code sections 351 and 353, Plaintiffs and other Aggrieved Employees have personally suffered
22 violations thereto and Defendants would be liable for civil penalties pursuant to Labor Code sections
23 351, 353, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are
24 further informed and believe, and based thereon alleges, that Defendants' conduct above gave rise
25 to such violations was malicious, fraudulent, or oppressive. Defendants would further be liable for
26 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 34. Plaintiffs are informed and believe, and based thereon alleges that Defendants had
28 and have a policy or practice of failing to provide all working employees, including without

1 limitation Plaintiffs, with suitable seats when the nature of the work reasonably permits the use of
2 seats. Plaintiffs are further informed and believe, and based thereon alleges that Defendants have
3 failed to place an adequate number of seats in reasonable proximity to the work area and/or permitted
4 Plaintiffs and other aggrieved employees to use such seats when it does not interfere with the
5 performance of their duties when employees are not engaged in the active duties of their
6 employment and the nature of their work requires standing. Plaintiffs and other Aggrieved
7 Employees have personally suffered these violations. Plaintiffs are informed and believe that this
8 has resulted in a violation of Labor Code section 1198. As a result, Plaintiffs and other Aggrieved
9 Employees have personally suffered violations thereto and Defendants would be liable for civil
10 penalties under Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1)
11 and 2699(k). Plaintiffs are further informed and believe, and based thereon alleges, that Defendants'
12 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
13 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

14 35. Plaintiffs are informed and believe, and based thereon alleges that Defendants had
15 and have a policy or practice of preventing Plaintiffs and other Aggrieved Employees from using or
16 disclosing the skills, knowledge and experience they obtained with Defendants for purposes of
17 competing with Defendants, including, without limitation, preventing Plaintiffs and Aggrieved
18 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
19 from disclosing who else works with Defendants and under what circumstances that they might be
20 receptive to an offer from a rival employer. As such, Plaintiffs are informed and believe that this
21 violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof,
22 various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5,
23 subdivision (k), and 1198, and that Plaintiffs and other Aggrieved Employees have personally
24 suffered these violations. Plaintiffs are further informed and believe, and based thereon alleges, that
25 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
26 Defendants would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or
27 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
28 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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2 36. Plaintiffs are informed and believe, and based thereon alleges that Defendants had
3 and have a policy or practice of preventing Plaintiffs and other Aggrieved Employees from
4 disclosing violations of state and federal law, either within Defendants to their managers or outside
5 of Defendants to private attorneys or government officials, among others, in violation of Business
6 and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Plaintiffs
7 and other Aggrieved Employees personally suffered these violations. In addition, Plaintiffs are
8 informed and believe that these policies and/or practices prevent Plaintiffs and other Aggrieved
9 Employees from disclosing information about unsafe or discriminatory working conditions, or about
10 wage and hour violations in violation of Labor Code sections 232, 232.5 and 1198. Plaintiffs and
11 other Aggrieved Employees personally suffered these violations of the Labor Code, and as such,
12 these violations would expose Defendants to liability for civil penalties pursuant to Labor Code
13 sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are
14 further informed and believe, and based thereon alleges, that Defendants' conduct above gave rise
15 to such violations was malicious, fraudulent, or oppressive. Defendants would further be liable for
16 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

17 37. Plaintiffs are informed and believe, and based thereon alleges that Defendants had
18 and have a policy or practice of preventing Plaintiffs and other Aggrieved Employees from engaging
19 in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
20 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
21 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Plaintiffs and other
22 Aggrieved Employees personally suffered these violations. Plaintiffs are informed and believe that
23 this lawful conduct includes, without limitation, the exercise of Plaintiffs and other Aggrieved
24 Employee's constitutional rights of freedom of speech and economic liberty and would thus expose
25 Defendant to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or
26 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe,
27 and based thereon alleges, that Defendants' conduct above gave rise to such violations was
28

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

3 38. Plaintiffs are informed and believe, and based thereon alleges that Defendants had
4 and have made, adopted, and/or enforced rules, regulations and/or policies that tend to forbid or
5 prevent Aggrieved Employees, including Plaintiffs, from engaging or participating in politics and/or
6 from becoming a candidate for public office. Moreover, Plaintiffs are informed and believe, and
7 based thereon alleges that Defendants coerced, influenced and/or attempted to coerce and/or
8 influence Plaintiffs and other Aggrieved Employees, through or by means of threat of discharge
9 and/or loss of employment, to adopt or follow or refrain from adopting or following a particular
10 course or line of political action and/or political activity. Plaintiffs are informed and believe, and
11 based thereon alleges that in doing so, Defendants have violated, without limitation, Labor Code
12 sections 1101, 1102, 1102.5 and 1198. Plaintiffs and other Aggrieved Employees personally
13 suffered these violations and are thus informed and believe that Employer is exposed to liability for
14 civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections
15 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based thereon alleges, that
16 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
17 Defendants would further be liable for civil penalties pursuant to Labor Code section
18 2699(f)(2)(B)(ii).

19 39. Plaintiffs are informed and believe, and based thereon alleges, that Defendants,
20 including their agents, managers, superintendents, and/or officers, required Plaintiffs and/or
21 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and their
22 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
23 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
24 purported confidentiality agreements, purported severance agreements, or purported release
25 agreements, and other written documents presented for signature and/or assent to Plaintiffs and/or
26 Aggrieved Employees by Defendants. And, even more specifically, Plaintiffs are informed and
27 believe, and based thereon alleges, that Defendants had and have a practice or policy of requiring
28 Plaintiffs and other Aggrieved Employees to agree in writing to confidentiality policies that

1 unlawfully restrain trade by prohibiting employees from speaking with prospective employers about
2 their work with Defendants, including but not limited to their wages and working conditions.
3 Defendants also required Plaintiffs and Aggrieved Employees to inform prospective employers of
4 Defendants' restrictions of Plaintiffs' and Aggrieved Employees' freedom to work. As a result,
5 Employee is informed and believes that Employer violated Labor Code sections 432.5, 1700.31 and
6 1198. As such, Plaintiffs are informed and believe, and based thereon alleges, that Plaintiffs and
7 other Aggrieved Employees personally suffered these violations, and that Defendants violated,
8 without limitation, Labor Code section 432.5 and Government Code section 12952, entitling
9 Plaintiffs and other Aggrieved Employees to damages. Plaintiffs are further informed and believe,
10 and based thereon alleges, that Defendants' conduct above gave rise to such violations was
11 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to
12 Labor Code sections 432.5, 1198, 1700.31 and 2699, or injunctive relief under sections 2699(e)(1)
13 and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
14 2699(f)(2)(B)(ii).

15 40. Plaintiffs are informed and believe, and based thereon alleges, that Defendants had
16 and have a practice or policy of conducting unlawful background checks on prospective and current
17 employees, including without limitation Plaintiffs, prior to making a conditional offer. Plaintiffs
18 are informed and believe, and based thereon alleges, that Defendants violated applicable laws by,
19 without limitation: requiring job applicants and employees to disclose their conviction history before
20 Defendants made a conditional offer of employment; inquiring into or considering the conviction
21 history of applicants before Defendants made any conditional offers of employment; considering,
22 distributing, or disseminating information about arrests not followed by conviction, referrals to or
23 participation in a pretrial or posttrial diversion program, convictions that have been sealed,
24 dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the
25 convicted person has received a full pardon or has been issued a certificate of rehabilitation, while
26 conducting conviction history background checks in connection with any applications for
27 employment; intending to deny an applicant a position of employment solely or in part because of
28 the applicant's conviction history; and asking applicants for employment to disclose, through any

1 written form or verbally, information concerning or related to an arrest, detention, processing,
2 diversion, supervision, adjudication, or court disposition that occurred while the person was subject
3 to the process and jurisdiction of the juvenile court, to the detriment of Employee and other
4 aggrieved employees. As such, Plaintiffs are informed and believe, and based thereon alleges, that
5 Plaintiffs and other Aggrieved Employees personally suffered these violations, as well as violation
6 of Labor Code section 1198, and that Employer violated, without limitation, Labor Code sections
7 432.7 and 1198, as well as Government Code section 12952, entitling Plaintiffs and other Aggrieved
8 Employees to damages. Plaintiffs are further informed and believe, and based thereon alleges, that
9 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
10 Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8,
11 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
12 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 41. Plaintiffs are informed and believe, and based thereon alleges, that Defendants had
14 and have a practice or policy of relying on the salary history information of an applicant for
15 employment as a factor in determining whether to offer employment to an applicant or what salary
16 to offer the applicant in violation of Labor Code section 432.3 by including, on Defendants'
17 application for employment, an inquiry regarding current and/or former salary history information,
18 including, without limitation, compensation and benefits of the applicant for employment. Plaintiffs
19 are informed and believe that this practice has resulted in unequal pay. Specifically, for this reason,
20 as well as for other reasons, Plaintiffs are informed and believe, and based thereon alleges, that
21 Employer has failed to pay its employees at wage rates less than those paid to employees of the
22 opposite sex and/or another race or ethnicity for substantially similar work, when viewed as a
23 composite of skill, effort, and responsibility, and/or performed under similar working conditions
24 without sufficient legal rationale. Finally, Plaintiffs are informed and believe, and based thereon
25 alleges that Employer has discharged and/or discriminated and/or retaliated against Plaintiffs and
26 Aggrieved Employees by reason of an action taken by them to invoke or assist in the enforcement
27 of Labor Code section 1197.5. As such, Plaintiffs are informed and believe, and based thereon
28 alleges, that Defendants violated, without limitation, Labor Code sections 432.3, 1102.5, 1197.5,

1 and 1198. Plaintiffs also alleges that Plaintiffs and other Aggrieved Employees personally suffered
2 these violations, and that Plaintiffs and other Aggrieved Employees are entitled to damages.
3 Plaintiffs are further informed and believe, and based thereon alleges, that Defendants' conduct
4 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would also
5 be liable for civil penalties pursuant to Labor Code sections 432.3, 1198 and 2699, or injunctive
6 relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties
7 pursuant to Labor Code section 2699(f)(2)(B)(ii).

8 42. Plaintiffs are informed and believe, and based thereon alleges that Defendants and
9 others in connection with the Defendants (including, without limitation, the owner of the property,
10 controller, and others in concert with the Defendants) employed, permitted and/or suffered to work
11 minors under the age of sixteen (16) years in connection with a manufacturing establishment or
12 other place of employment; in adjusting belts to machinery, sewing or lacing machine belts in a
13 workshop or factory, and/or oiling, wiping, cleaning machinery and/or assisting therewith; in
14 operating or assisting in operating machines, including circular or band saws, wood shapers, wood-
15 jointers, planers, sandpaper machinery, wood-polishing machinery, wood turning or boring
16 machinery, picker machines, machines used in picking wool, cotton, hair or other material, carding
17 machines, leather-burnishing machines, laundry machines, printing-presses, boring or drill presses,
18 stamping machines used in sheet-metal and tinware, in paper and leather manufacturing, in washer
19 and nut factories, metal or paper-cutting machines, paper-lace machines, corner-staying machines
20 in paper-box factories, corrugating rolls, dough brakes, cracker machinery, wire or iron
21 straightening or drawing machinery, rolling mill machinery, power punches or shears, washing,
22 grinding or mixing machinery, calendar rolls in paper and rubber manufacturing, steam boilers, and
23 others, even in or out of proximity to hazardous or unguarded belts, machinery or gearing; and in
24 occupations declared hazardous as set forth in Labor Code section 1293.1; all in violation of Labor
25 Code sections 1290, 1292, 1293, 1294.1 and 1301. In addition, Employee is informed and believes,
26 and based thereon alleges that Aggrieved Employees are covered by Labor Code section 1391,
27 Educational Code 49112 and Educational Code 49116. Plaintiffs are informed and believe, and
28 based thereon alleges, that Defendants had and has a policy or practice of requiring Aggrieved

1 Employees, who are fifteen (15) years old or younger to work for more than eight (8) hours in one
2 day of twenty-four (24) hours, and/or more than forty (40) hours in one week, and/or before 7:00
3 a.m. or after 7:00 p.m. Plaintiffs are further informed and believe, and based thereon alleges, that
4 Defendants had and have a policy or practice of, among other things, requiring its employees, who
5 are fourteen (14) or (15) years old to work, while school is in session, for more than three hours in
6 any schoolday and/or more than eighteen (18) hours in any week. Plaintiffs are further informed
7 and believe, and based thereon alleges, that Defendants had and has a policy or practice of, among
8 other things, requiring its employees, who are sixteen (16) or seventeen (17) years old, to work for
9 more than eight (8) hours in one day, and/or more than 48 hours in one week, and/or before 5 a.m.,
10 and/or after 10 p.m. on any day preceding a schoolday, and/or to work more than four (4) hours on
11 a schoolday. Accordingly, for violations of Labor Code section 1391, *et seq.*, As such, Plaintiffs are
12 informed and believe, and based thereon alleges, that Defendants violated, without limitation, Labor
13 Code sections 1290, 1292, 1293, 1294.1 and 1301, 1391 and 1198. Employee also alleges that
14 Aggrieved Employees personally suffered these violations, and that Aggrieved Employees are
15 entitled to damages. Plaintiffs are further informed and believe, and based thereon alleges, that
16 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
17 Defendants would also be liable for civil penalties pursuant to Labor Code sections 1290, 1292,
18 1293, 1294.1 and 1301, 1391 and 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
19 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
20 2699(f)(2)(B)(ii).

21 43. Plaintiffs, in their representative capacity, seek civil penalties under Labor Code
22 sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate the
23 California Labor Code as described above, including on behalf of Plaintiffs and other Aggrieved
24 Employees pursuant to PAGA.

25 **PARTIES**

26 **A. Plaintiff**

27 44. Plaintiff Brett Michael Houston is a resident of the State of California. At all relevant
28 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants

1 employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to,
2 processing prescriptions, filling prescriptions placed by customers of Defendants, billing insurance
3 companies. Overseeing detoxification and rehabilitation centers to ensure deliveries were being
4 processed, talking to delivery personnel, and signing off on packages. Plaintiff is informed and
5 believes, and based thereon alleges, that Plaintiff Brett Michael Houston worked for Defendants
6 from approximately August of 2022 of August 2023, and again from August of 2024 to the time of
7 filing the instant complaint..

8 45. Plaintiff Yalitza Paulette Maldonado is a resident of the State of California. At all
9 relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to,
11 processing prescriptions, filling prescriptions placed by customers of Defendants, cashier, directly
12 assisted with customers of Defendants with picking up their prescriptions, to name a few duties.
13 Plaintiff is informed and believes, and based thereon alleges, that Plaintiff Yalitza Paulette
14 Maldonado worked for Defendants from approximately October of 2023 to April of 2025.

15 **B. Defendants**

16 46. Plaintiffs are informed and believe and based thereon alleges that defendant
17 ADVANTAGE is, and at all times relevant hereto was, a limited liability company organized and
18 existing under and by virtue of the laws of the State of Delaware and doing business in the County
19 of Los Angeles, State of California. At all relevant times herein, ADVANTAGE employed Plaintiffs
20 and similarly situated employees within the State of California.

21 47. Plaintiffs are informed and believe and based thereon alleges that defendant AHCS
22 is, and at all times relevant hereto was, a limited liability company organized and existing under and
23 by virtue of the laws of the State of California and doing business in the County of Los Angeles,
24 State of California. At all relevant times herein, AHCS employed Plaintiffs and similarly situated
25 employees within the State of California.

26 48. The true names and capacities, whether individual, corporate, associate, or otherwise,
27 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiffs,
28 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.

1 Plaintiffs are informed and believe and based thereon alleges that each of the defendants designated
2 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
3 Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities
4 of the defendants designated hereinafter as DOES when such identities become known. Plaintiffs
5 are informed and believe, and based thereon alleges, that each defendant acted in all respects
6 pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme, business
7 plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable
8 to the other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it
9 shall include Advantage, AHCS, and any of their parent, subsidiary, or affiliated companies within
10 the State of California, as well as DOES 1 through 100 identified herein.

11 **JOINT LIABILITY ALLEGATIONS**

12 49. Plaintiffs are informed and believe, and based thereon alleges, that at all times
13 mentioned herein, each of the defendants was the agent, principal, employee, employer,
14 representative, joint venture or co-conspirator of each of the other defendants, either actually or
15 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
16 employment, joint venture, and conspiracy.

17 50. All of the acts and conduct described herein of each and every corporate defendant
18 was duly authorized, ordered, and directed by the respective and collective defendant corporate
19 employers, and the officers and management-level employees of said corporate employers. In
20 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
21 their said employees, agents, and representatives, and each of them; and upon completion of the
22 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
23 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
24 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
25 aforementioned corporate employees, agents and representatives.

26 51. Plaintiffs are informed and believe, and based thereon alleges, that despite the
27 formation of the purported corporate existence of Advantage, AHCS, and DOES 1 through 50,
28 inclusive (the “Alter Ego Defendants”), they, and each of them, are one and the same with DOES

1 51 through 100 (“Individual Defendants”), and each of them, due to, but not limited to, the following
2 reasons:

3 a. The Alter Ego Defendants are completely dominated and controlled by the
4 Individual Defendants who personally committed the wrongful and illegal acts and violated the laws
5 as set forth in this Complaint, and who have hidden and currently hide behind the Alter Ego
6 Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or
7 inequitable purpose;

8 b. The Individual Defendants derive actual and significant monetary benefits by
9 and through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego Defendants as
10 the funding source for the Individual Defendants’ own personal expenditures;

11 c. Plaintiffs are informed and believe, and thereon alleges, that the Individual
12 Defendants and the Alter Ego Defendants, while really one and the same, were segregated to appear
13 as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
14 accomplishing some other wrongful or inequitable purpose;

15 d. Plaintiffs are informed and believe, and thereon alleges, that the business
16 affairs
17 of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times mentioned
18 herein were, so mixed and intermingled that the same cannot reasonably be segregated, and the same
19 are inextricable confusion. The Alter Ego Defendants are, and at all relevant times mentioned herein
20 were, used by the Individual Defendants as mere shells and conduits for the conduct of certain of
21 their, and each of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
22 herein were, the alter egos of the Individual Defendants;

23 e. The recognition of the separate existence of the Individual Defendants from
24 the Alter Ego Defendants would promote injustice insofar that it would permit these defendants to
25 insulate themselves from liability to Plaintiffs for violations to the Civil Code, Government Code,
26 and other statutory violations. The corporate existence of these defendants should thus be
27 disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud
28 and injustice to Plaintiffs herein;

1 f. Accordingly, the Alter Ego Defendants constitute the alter ego of the
2 Individual Defendants (and vice versa), and the fiction of their separate corporate existence must be
3 disregarded.

4 52. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based
5 thereon alleges that Defendants, and each of them, are joint employers.

6 ///

7 53. Moreover, Plaintiffs are informed and believe, and based thereon alleges, that
8 Individual Defendants, and each of them, are liable for the civil penalties, or some of them, described
9 herein because Individual Defendants, and each of them, caused or are otherwise contributed to the
10 violations described herein, or some of them.

11 **FIRST AND ONLY CAUSE OF ACTION**

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

13 54. Plaintiffs re-alleges and incorporates by reference all of the allegations set forth in
14 the preceding paragraphs as though fully set forth hereat.

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

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

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

28 57. At all relevant times herein, Defendants have had a consistent policy or practice of

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

9 Civil Penalties Under Labor Code § 226.3

10 58. Defendants had and have a policy or practice of failing to comply with Labor Code
11 section 226, subdivision (a) by intentionally failing to furnish Plaintiffs and Aggrieved Employees
12 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
13 wages earned; the name and address of each employer with whom they have been placed to work;
14 all applicable hourly rates in effect during the pay period and the corresponding number of hours
15 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
16 entity securing the employer's services if the employer is a farm labor contractor; and other such
17 information as required by Labor Code section 226, subdivision (a) and/or Labor Code section 226.2
18 to the extent it does not include for piece-rate work the information required therein including,
19 without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-
20 productive time and rest and recovery periods

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

26 60. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in
27 this section are in addition to any other penalty provided by law."

28 61. Plaintiffs are informed and believe, and based thereon alleges, that Defendants had

1 and have a policy or practice of failing to furnish Aggrieved Employees with itemized wage
2 statements as set forth in the preceding paragraphs.

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

8 Violation of Labor Code § 558

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

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

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

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

20 64. Plaintiffs are informed and believe, and based thereon alleges, that Defendants, and
21 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
22 causing Plaintiffs and other Aggrieved Employees not to: be paid with the rates of pay and overtime
23 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
24 regular payday designated by employer, the name of the employer, including any "doing business
25 as" names used, the name, address, and telephone number of the workers' compensation insurance
26 carrier, information regarding paid sick leave, and other pertinent information.

27 65. As a direct and proximate result of the herein-described Labor Code violations,
28 pursuant to Labor Code section 558, Plaintiffs and other Aggrieved Employees are entitled to

1 recover civil penalties for Defendants' herein-described Labor Code violations in the amount fifty
2 dollars (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred
3 dollars (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

4 Violation of Labor Code § 1174.5

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

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

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

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

1 70. Plaintiffs are informed and believe, and based thereon alleges, that Defendants have
2 willfully failed to keep adequate or accurate time records including wage statements and similar
3 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
4 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
5 under Labor Code section 1174.

6 ///

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

11 Violation of Labor Code § 1197.1

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

18 (1) For any initial violation that is intentionally committed, one hundred dollars
19 (\$100) for each underpaid employee for each pay period for which the
20 employee is underpaid. This amount shall be in addition to an amount
21 sufficient to recover underpaid wages, liquidated damages pursuant to Section
22 1194.2, and any applicable penalties imposed pursuant to Section 203.

23 (2) For each subsequent violation for the same specific offense, two hundred fifty
24 dollars (\$250) for each underpaid employee for each pay period for which the
25 employee is underpaid regardless of whether the initial violation is
26 intentionally committed. This amount shall be in addition to an amount
27 sufficient to recover underpaid wages, liquidated damages pursuant to Section
28 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

4 73. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
5 caused Plaintiffs and Aggrieved Employees not to be paid minimum wages as a result of Defendants,
6 without limitation, routinely failing to pay Plaintiffs or other Aggrieved Employees’ minimum
7 wages for all hours worked or otherwise under Defendants’ control due to, without limitation,
8 routinely failing to accurately track and/or pay for all hours actually worked; detrimental rounding
9 or manipulation of time entries; paying straight pay instead of overtime or otherwise failing to pay
10 overtime hours at the proper overtime rate of pay; engaging, suffering, or permitting employees to
11 work off the clock, entitling Plaintiffs and other Aggrieved Employees to actual and liquidated
12 damages.

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

19 Civil Penalties Under Labor Code § 2699

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

26 76. Plaintiffs are informed and believe, and based thereon alleges that Defendants, and
27 each of them, violated the Labor Code sections described in the preceding paragraphs.

28 77. As such, Plaintiffs and aggrieved employees are entitled to injunctive relief, one

1 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
2 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
3 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

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

7 **PRAYER**

8 **WHEREFORE**, on behalf of Plaintiffs and Aggrieved Employees, Plaintiffs pray for
9 judgment against Defendants as follows:

- 10 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
11 1174.5, 1197.1, and 2699;
12 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
13 210, 226.3, 558, 1174.5, 1197.1, and 2699;
14 C. For equitable, including, without limitation, injunctive relief;
15 C. Pre-judgment and post-judgment interest;
16 D. For costs of suit incurred herein; and
17 E. Such other and further relief as the Court deems just and proper.

18
19
20 Dated: June 24, 2026

BIBIYAN LAW GROUP, P.C.

21
22 BY: /s/ Jason Rothman

JASON ROTHMAN

23 Attorneys for Plaintiffs Brett Michael Houston
24 and Yalitza Paulette Maldonado , as aggrieved
25 employees, on behalf of themselves and all
26 other aggrieved employees under the Labor
27 Code Private Attorneys' General Act of 2004,
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