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as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

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

Plaintiff

v.

LUX BUS AMERICA CO., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: **26CV015025**

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1
and 2699**

[Amount in Controversy Greater Than
\$35,000.00]

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

4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Lux Bus America Co.,
7 a California corporation, and any of its respective subsidiaries or affiliated companies within the
8 State of California (“Lux”), (hereinafter, collectively, with DOES 1 through 100, as further defined
9 below, “Defendants”) as a proxy of the Labor and Workforce Development Agency of the State of
10 California (“LWDA”), on behalf of Plaintiff and all Aggrieved Employees that worked for
11 Defendants during the PAGA Period. Specifically, in connection with any alleged claims for failure
12 to comply with Labor Code sections 200, 201, 204, 210, 226, 226.3, 227.3, 232, 232.5, 245, 246,
13 1198, and applicable Wage Orders, Plaintiff seeks to represent all current and former employees
14 that worked for Defendants during the PAGA Period. On all other claims mentioned herein, Plaintiff
15 seeks to represent only non-exempt current and former employees that worked for Defendants
16 during the PAGA Period. Collectively, these employees are herein referred to as “Aggrieved
17 Employees.” The “PAGA Period” refers to one year preceding the date notice was submitted to the
18 LWDA, continuing past the date of notice to the LWDA into perpetuity.

19 **PARTIES**

20 2. Plaintiff STEVEN LYDELL BURNS is a resident of the State of California. At all
21 relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 employ Plaintiff as a non-exempt employee. Plaintiff works as a driver with duties that include, but
23 are not limited to, running short passenger charters, corporate runs, and “over the road” runs that
24 spanned multiple days. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff
25 STEVEN LYDELL BURNS worked for Defendants from approximately September of 2023
26 through the present.

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

1 laws of the State of California and doing business in the County of Sacramento, State of California.

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

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

11 **JOINT LIABILITY ALLEGATIONS**

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

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

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

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

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

6 **JURISDICTION**

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

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

18 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

11 **FACTUAL ALLEGATIONS**

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

16 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
17 and have a policy or practice of requiring Plaintiff and other Aggrieved Employees to work more
18 than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a
19 workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime
20 wages. Upon information and belief, Defendants failed to accurately track and/or pay for all minutes
21 actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay. Defendants also
22 engaged, suffered, or permitted Aggrieved Employees to work off the clock, including, without
23 limitation, by requiring Plaintiff and Aggrieved Employees to respond to text messages and phone
24 calls off the clock such as responding to shift confirmations or changes in shift schedules.
25 Defendants also scheduled shifts for Plaintiff and Aggrieved Employees and sent them home when
26 they worked less than half a scheduled shift without paying them reporting time pay. For example,
27 in situations where clients would cancel their rides and there was no shift for employees, Defendants
28

1 sent Plaintiff, and upon information and belief, Aggrieved Employees, home and failed to pay any
2 reporting time pay.

3 23. In addition, Defendants failed to include all forms of remuneration, including non-
4 discretionary bonuses, shift premiums, and other forms of remuneration into the regular rate of pay
5 during pay periods where overtime was worked. For example, each year, Defendants provide
6 Plaintiff and, upon information and belief, Aggrieved Employees, a \$250 gift card, but overtime
7 was paid at the regular rate instead of an adjusted rate.

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

18 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
19 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
20 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
21 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
22 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
23 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; not
24 allowing employees to leave the premises for meal periods; failing to provide meal periods all
25 together; failing to provide a suitable break area; not providing timely meal periods; failing to
26 provide second meal periods; providing short meal periods, including without limitation, meal
27 periods that may appear on the record to be 30 minutes or longer but in practice were shorter than
28 thirty minutes due to having to follow strict driving schedules or having to respond to client

1 calls/requests; requiring that employees carry cellular telephones during meal periods; and
2 otherwise requiring on-duty/on-call meal periods. For example, Plaintiff was required to take his
3 meal period while driving or while remaining on the bus in order to adhere to strict schedules and/or
4 respond to clients, such as if a client needed to collect a personal item from the bus. Plaintiff and
5 other Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is
6 informed and believes, and based thereon alleges, that Defendants violated Labor Code sections 512
7 and 1198 each day for each Aggrieved Employee during the PAGA Period, and thus each Aggrieved
8 Employee was owed one hour of premium pay at their regular rate of pay for each day worked
9 during the PAGA Period under Labor Code section 226.7. However, Plaintiff is informed and
10 believes that those premium payments under Labor Code section 226.7 were not made for these
11 non-compliant meal periods, either at all or at the proper regular rate of pay. Defendants would thus
12 be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these
13 wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and
14 for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under
15 sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon
16 alleges, that Defendants' conduct that gave rise to such violations and was malicious, fraudulent, or
17 oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code section
18 2699(f)(2)(B)(ii).

19 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
21 including, without limitation, work over four-hour periods (or major fractions thereof) without
22 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
23 and complete ten-minute rest periods in which the employees are completely relieved of all of their
24 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
25 rest periods by, without limitation, interrupting rest periods; not allowing employees to leave the
26 premises during breaks; by failing to provide rest periods all together; failing to provide a suitable
27 break area; failing to provide rest periods that were at least ten minutes in length, including rest
28 periods that may have encompassed a total of ten minutes but were in practice less than ten

1 uninterrupted minutes due to, without limitation, having to answer calls from clients or having to
2 monitor the bus in case a client needs to collect a personal item; requiring employees to carry cellular
3 telephones during rest periods; not providing rest periods in a timely fashion; and otherwise
4 requiring on-duty/on-call rest periods. Plaintiff and other Aggrieved Employees personally suffered
5 these violations. Consequently, Plaintiff is informed and believes, and based thereon alleges, that
6 Defendants violated the applicable Wage Order(s) each day for each Aggrieved Employee during
7 the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at
8 their regular rate of pay for each day worked during the PAGA Period under Labor Code section
9 226.7. However, Plaintiff is informed and believes that those premium payments under Labor Code
10 section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper
11 regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Defendants would thus be
12 liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages),
13 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing
14 to provide premium pay under Labor Code section 226.7, or injunctive relief under sections
15 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that
16 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
17 oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code section
18 2699(f)(2)(B)(ii).

19 27. As a result of, among other things, Defendants' herein-described policy or practice
20 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
21 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
22 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
23 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
24 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
25 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
26 inclusive dates of the period for which the employee is paid; the name of the employee and only the
27 last four digits of their social security number or an employee identification number other than a
28 social security number; all deductions; all applicable hourly rates in effect during the pay period and

1 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
2 address of the employer, and other such information as required by Labor Code section 226,
3 subdivision (a). Consequently, Plaintiff is informed and believes, and based thereon alleges, that
4 Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved Employee
5 during the PAGA Period, and that, thus Plaintiff and each Aggrieved Employee personally suffered
6 these violations and was owed penalties under Labor Code section 226 for each pay period worked
7 during the PAGA Period. Plaintiff is informed and believes that those penalties under Labor Code
8 section 226 were not paid for these violations of Labor Code section 226. Defendants would thus
9 be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699, or
10 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
11 and based thereon alleges, that Defendants' conduct above gave rise to such violations and was
12 malicious, fraudulent, or oppressive. Thus, Defendants would further be liable for civil penalties
13 pursuant to Labor Code section 2699(f)(2)(B)(ii).

14 28. Plaintiff is informed and believes, and based thereon alleges that Defendants also
15 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
16 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for incurred for a GPS
17 system, purchasing uniforms such as white collared shirts, black dress pants, and black footwear,
18 separately laundering mandatory uniforms, and use of personal cellular phoned for work purposes,
19 in direct consequence of the discharge of their duties, or of their obedience to the directions of
20 Defendants, as required by Labor Code sections 1198, 2800, 2802, and other statutory and common
21 law offenses. As a result, Plaintiff and other Aggrieved Employees have personally suffered these
22 violations and Defendants are liable to reimburse Plaintiff and other Aggrieved Employees for these
23 costs incurred in furtherance of work duties. Defendants would thus be liable for civil penalties
24 pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
25 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
26 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
27 Defendants would further be liable for civil penalties pursuant to Labor Code section
28 2699(f)(2)(B)(ii).

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

17 30. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
18 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
19 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
20 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
21 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
22 the sick pay was not provided at the proper regular of pay as required under California law due to
23 failure to properly calculate the regular rate. Plaintiff is additionally informed and believes that the
24 notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory
25 payroll or workplace injury reporting. Plaintiff is thus informed and believes that Defendants
26 violated these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiff and
27 other Aggrieved Employees have personally suffered violations under these sections and
28 Defendants would be liable for civil penalties for violation of the paid sick leave regulations under

1 Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and
2 reasonable attorneys' fees and costs. Plaintiff further informed and believes, and based thereon
3 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
4 or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
5 2699(f)(2)(B)(ii).

6 31. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
7 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
8 statements and similar payroll documents under Labor Code section 226, documents signed to
9 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
10 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
11 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiff and
12 the Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiff
13 and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5.
14 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5,
15 and 2699. Plaintiff further informed and believes, and based thereon alleges, that Defendants'
16 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants
17 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

22 **FIRST AND ONLY CAUSE OF ACTION**

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

24 33. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
25 preceding paragraphs as though fully set forth hereat.

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

27 34. At all relevant times herein, Labor Code section 204, requires and required that:
28 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for

1 between the 16th and 26th day of the month during which the labor was performed, and labor
2 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
3 between the 1st and 10th day of the following month.”

4 35. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
5 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
6 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
7 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
8 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
9 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
10 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

11 36. At all relevant times herein, Defendants have had a consistent policy or practice of
12 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
13 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
14 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
15 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
16 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
17 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
18 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
19 violation in connection with each payment that was made in violation of Labor Code section 204.

20 Civil Penalties Under Labor Code § 226.3

21 37. 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 38. 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 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants had

1 and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
2 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements
3 that accurately reflect gross wages earned; total hours worked; net wages earned; the name and
4 address of each employer with whom they have been placed to work; all applicable hourly rates in
5 effect during the pay period and the corresponding number of hours worked at each hourly rate; and
6 other such information as required by Labor Code section 226, subdivision (a).

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

12 Violation of Labor Code § 558

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

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

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

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

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

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

1 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
2 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
3 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
4 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

5 Violation of Labor Code § 1174.5

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

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

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

25 47. Pursuant to Labor Code section 1174.5, "[a]ny person employing labor who willfully
26 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
27 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
28 member of the commission or employees of the division to inspect records pursuant to subdivision

1 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

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3 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
4 willfully failed to keep adequate or accurate time records including wage statements and similar
5 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
6 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
7 under Labor Code section 1174.

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

12 Violation of Labor Code § 1197.1

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

19 (1) For any initial violation that is intentionally committed, one hundred dollars
20 (\$100) for each underpaid employee for each pay period for which the
21 employee is underpaid. This amount shall be in addition to an amount
22 sufficient to recover underpaid wages, liquidated damages pursuant to Section
23 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

1 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

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

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

16 Civil Penalties Under Labor Code § 2699

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

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

25 55. As such, Plaintiff and Aggrieved Employees are entitled to injunctive relief, one
26 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
27 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
28 to the extent Defendants’ conduct is found to be malicious, fraudulent and/or oppressive.

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

PRAYER

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

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

Dated: June 22, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ *Bevin Pike*

BEVIN PIKE

Attorneys for Plaintiff STEVEN LYDELL
BURNS and on behalf of all other Aggrieved
Employees