

1 **BIBIYAN LAW GROUP, P.C.**

2 Jason Rothman (SBN 304961)

3 *jason@tomorrowlaw.com*

4 Guido Toscano (SBN 266304)

5 *gtoscano@tomorrowlaw.com*

6 1460 Westwood Boulevard

7 Los Angeles, California 90024

8 Tel: (310) 438-5555; Fax: (310) 300-1705

9 Attorneys for Plaintiff CHRISTOPHER MEADERS,
10 as an Aggrieved Employee, and on behalf of all other
11 Aggrieved Employees

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF LOS ANGELES**

14 CHRISTOPHER MEADERS, as an Aggrieved
15 Employee, and on behalf of all other Aggrieved
16 Employees under the Labor Code Private
17 Attorneys' General Act of 2004,

18 Plaintiff

19 v.

20 AMBUSERVE, INC., a California corporation;
21 and DOES 1 through 100, inclusive,

22 Defendants.

Electronically FILED by
Superior Court of California,
County of Los Angeles
8/05/2026 11:51 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By M. Marquez, Deputy Clerk

CASE NO.: **26STCV24735**

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 Christopher Meaders (“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 Ambuserve, Inc., a
7 California corporation, and any of its respective subsidiaries or affiliated companies within the State
8 of California (“Ambuserve”), (hereinafter, collectively, with DOES 1 through 100, as further
9 defined below, “Defendants”) as a proxy of the Labor and Workforce Development Agency of the
10 State of 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 96, 98.6, 200, 201, 202, 203, 204, 210, 221, 223, 226, 226.3,
13 232, 232.5, 432, 432.3, 432.5, 1102.5, 1197.5, 1198, 1198.5, including restraints on competition,
14 whistleblowing and freedom of speech and applicable Wage Orders, Plaintiff seeks to represent all
15 current and former employees that worked for Defendants during the PAGA Period. On all other
16 claims mentioned herein, Plaintiff seeks to represent only non-exempt current and former employees
17 that worked for Defendants during the PAGA Period. Collectively, these employees are herein
18 referred to as “Aggrieved Employees.” The “PAGA Period” refers to one year preceding the date
19 notice was submitted to the LWDA, continuing past the date of notice to the LWDA until judgement
20 is entered.

21 **PARTIES**

22 2. Plaintiff CHRISTOPHER MEADERS is a resident of the State of California. At all
23 relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 employed Plaintiff as a non-exempt employee. Plaintiff worked as an EMT with duties that included,
25 but were not limited to, interfacility patient transport. Plaintiff is informed and believes, and based
26 thereon alleges, that Plaintiff CHRISTOPHER MEADERS worked for Defendants from
27 approximately April of 2025 through approximately May of 2025.

28 ///

3. Plaintiff is informed and believes and based thereon alleges that defendant Ambuserve is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of California and doing business in the County of Los Angeles, State of California. At all relevant times herein, Ambuserve employed Plaintiff and Aggrieved Employees within the State of California.

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

JOINT LIABILITY ALLEGATIONS

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

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

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

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

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

8 **JURISDICTION**

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

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

20 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

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

5 14. Pursuant to Labor Code section 2699.3, on or around May 26, 2026, Plaintiff
6 provided written notice of Defendants' violation of various provisions of the Labor Code to the
7 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

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

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

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

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

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

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

FACTUAL ALLEGATIONS

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

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

23. Upon information and belief, Defendants failed to accurately track and/or pay for all minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay. Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock, including, without limitation, by requiring Plaintiff and Aggrieved Employees to complete pre-shift tasks before clocking in such as setting up the ambulance, inventory checks, engine inspections, and equipment verification, and post-shift tasks after clocking out, such as cleaning the ambulance; suffer under Defendants' control by waiting in long lines to clock in due to the fact there was only

1 one available computer to clock in with up to twelve employees clocking in at once; work through
2 meal periods; don and doff required uniforms and/or safety gear prior to starting their shift such as
3 EMT pants; and attend company meetings such as staff meetings, meetings to report equipment
4 issues and/or trainings.

5 24. Moreover, upon information and belief, Defendants detrimentally rounded, edited
6 and/or manipulated time entries so the hours recorded were less than the hours actually worked. By
7 way of example, Defendants edited Plaintiff's, and upon information and belief, Aggrieved
8 Employees', time records to avoid paying overtime and to exclude time spent cleaning the
9 ambulances.

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

20 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
21 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
22 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
23 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
24 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
25 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; failing
26 to provide meal periods all together; not providing timely meal periods; failing to provide second
27 meal periods; requiring that employees carry cellular telephones and radios during meal periods;
28 requiring on-duty/on-call meal periods; and/or auto-deducting meal periods that could not be auto-

1 deducted by law or during which employees worked. For example, Plaintiff often had to take his
2 meal period while working and only had time to briefly stop at a gas station to grab something to
3 eat. Additionally, meal periods were late due to the high volume of calls received and direct
4 instructions from Defendants to dispatchers to continue assigning calls during meal periods.
5 Furthermore, Plaintiff is informed and believes that Defendants deducted meal periods from
6 Plaintiff's time records when a compliant meal period was not taken. Plaintiff and other Aggrieved
7 Employees personally suffered these violations. Consequently, Plaintiff is informed and believes,
8 and based thereon alleges, that Defendants violated Labor Code sections 512 and 1198 each day for
9 each Aggrieved Employee during the PAGA Period, and thus each Aggrieved Employee was owed
10 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period
11 under Labor Code section 226.7. However, Plaintiff is informed and believes that those premium
12 payments under Labor Code section 226.7 were not made for these non-compliant meal periods,
13 either at all or at the proper regular rate of pay. Defendants would thus be liable for civil penalties
14 pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for
15 both failing to authorize the taking of compliant meal periods and for failing to provide premium
16 pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k).
17 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct that
18 gave rise to such violations and was malicious, fraudulent, or oppressive. As such, Defendants are
19 further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

20 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
22 including, without limitation, work over four-hour periods (or major fractions thereof) without
23 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
24 and complete ten-minute rest periods in which the employees are completely relieved of all of their
25 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
26 rest periods by, without limitation, failing to provide rest periods all together due to a high volume
27 of work. Plaintiff and other Aggrieved Employees personally suffered these violations.
28 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants

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

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

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

8 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
9 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
10 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
11 failing to pay all overtime wages owed, all minimum wages; and all premium pay owed; as set forth
12 above, among other things. Consequently, Plaintiff is informed and believes, and based thereon
13 alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198 each pay period for
14 each Aggrieved Employee during the PAGA Period, and thus Plaintiff and each Aggrieved
15 Employee personally suffered these violations and was owed penalties under Labor Code section
16 203 for each pay period worked during the PAGA Period. However, Plaintiff is informed and
17 believes that those penalties under Labor Code section 203 were not made for these violations of
18 Labor Code sections 201, 202, and 203. Defendants would thus be liable for civil penalties pursuant
19 to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
20 2699(j). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
21 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
22 Defendants would further be liable for civil penalties pursuant to Labor Code section
23 2699(f)(2)(B)(ii).

24 30. Plaintiff is informed and believes, and based thereon alleges that Defendants also
25 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
26 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for purchasing
27 uniforms, providing uniform and other deposits, separately laundering mandatory uniforms, for the
28 purchase of medical equipment, for the use of cellular phones for work purposes, for pre-

1 employment medical and physical exams taken as a condition of employment, in direct consequence
2 of the discharge of their duties, or of their obedience to the directions of Defendants, as required by
3 Labor Code sections 1198, 2800, 2802, and other statutory and common law offenses. As a result,
4 Plaintiff and other Aggrieved Employees have personally suffered these violations and Defendants
5 are liable to reimburse Plaintiff and other Aggrieved Employees for these costs incurred in
6 furtherance of work duties. Defendants would thus be liable for civil penalties pursuant to Labor
7 Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
8 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above
9 gave rise to such violations and was malicious, fraudulent, or oppressive. As such, Defendants
10 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

27 ///

28 ///

1 32. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
2 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
3 statements and similar payroll documents under Labor Code section 226, documents signed to
4 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
5 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
6 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Defendants
7 also failed to provide these documents to Plaintiff and other Aggrieved Employees upon request
8 January 19, 2026, in violation of these Labor Code sections. Plaintiff and the Aggrieved Employees
9 personally suffered these violations, which in turn would entitle Plaintiff and other Aggrieved
10 Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants would also
11 be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699. Plaintiff further
12 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
13 violations and was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
14 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

15 33. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
16 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or
17 disclosing the skills, knowledge and experience they obtained at Defendants for purposes of
18 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
19 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
20 from disclosing who else works at Defendants and under what circumstances that they might be
21 receptive to an offer from a rival employer. For example, Defendants' Confidentiality Policy states
22 that employees' salaries may only be disclosed to those authorized by the nature of their duties and
23 only with the consent of an authorized official of Defendants. As such, Plaintiff is informed and
24 believes that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by
25 virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5,
26 1197.5, subdivision (k), and 1198, and that Plaintiff and other Aggrieved Employees have
27 personally suffered these violations. Plaintiff is further informed and believes, and based thereon
28 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,

1 or oppressive. Defendants would be liable for civil penalties pursuant to Labor Code sections 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 34. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
5 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in
6 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
7 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
8 96(k), 98.6, 232, 232.5, 1197.5(k), and 1198. For example, Defendants' Confidentiality Policy states
9 that employees' salaries may only be disclosed to those authorized by the nature of their duties and
10 only with the consent of an authorized official of Defendants. Plaintiff and other Aggrieved
11 Employees personally suffered these violations. Plaintiff is informed and believes that this lawful
12 conduct includes, without limitation, the exercise of Plaintiff and other Aggrieved Employee's
13 constitutional rights of freedom of speech and economic liberty and would thus expose Defendants
14 to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief
15 under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon
16 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
17 or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
18 2699(f)(2)(B)(ii).

19 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
20 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
21 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
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, and other written documents presented for signature and/or
25 assent to Plaintiff and/or Aggrieved Employees by Defendants. Defendants also required Plaintiff
26 and Aggrieved Employees to inform prospective employers of Defendants' restrictions of Plaintiff's
27 and Aggrieved Employees' freedom to work. As a result, Plaintiff is informed and believes that
28 Defendants violated Labor Code sections 432.5 and 1198. As such, Plaintiff is informed and

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

9 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
10 and has a practice or policy of relying on the salary history information of an applicant for
11 employment as a factor in determining whether to offer employment to an applicant or what salary
12 to offer the applicant in violation of Labor Code section 432.3 by including, on Defendants'
13 application for employment, an inquiry regarding current and/or former salary history information,
14 including, without limitation, compensation and benefits of the applicant for employment. Plaintiff
15 is informed and believes that this practice has resulted in unequal pay. Specifically, for this reason,
16 as well as for other reasons, Plaintiff is informed and believes, and based thereon alleges, that
17 Defendants failed to pay its employees at wage rates less than those paid to employees of the
18 opposite sex and/or another race or ethnicity for substantially similar work, when viewed as a
19 composite of skill, effort, and responsibility, and/or performed under similar working conditions
20 without sufficient legal rationale. Finally, Plaintiff is informed and believes, and based thereon
21 alleges, that Defendants discharged and/or discriminated and/or retaliated against Plaintiff and
22 Aggrieved Employees by reason of an action taken by them to invoke or assist in the enforcement
23 of Labor Code section 1197.5. As such, Plaintiff is informed and believes, and based thereon
24 alleges, that Defendants violated, without limitation, Labor Code sections 432.3, 1102.5, 1197.5,
25 and 1198. Plaintiff also alleges that Defendants and other Aggrieved Employees personally suffered
26 these violations, and that Plaintiff and other Aggrieved Employees are entitled to damages. Plaintiff
27 is further informed and believes, and based thereon alleges, that Defendants' conduct above gave
28 rise to such violations and was malicious, fraudulent, or oppressive. Defendants would also be liable

1 for civil penalties pursuant to Labor Code sections 432.3, 1198 and 2699, or injunctive relief under
2 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
3 Labor Code section 2699(f)(2)(B)(ii).

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

8 **FIRST AND ONLY CAUSE OF ACTION**

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

10 38. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
11 preceding paragraphs as though fully set forth hereat.

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

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

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

25 41. At all relevant times herein, Defendants have had a consistent policy or practice of
26 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
27 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
28 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other

1 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
2 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
3 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
4 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
5 violation in connection with each payment that was made in violation of Labor Code section 204.

6 Civil Penalties Under Labor Code § 226.3

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

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

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

21 45. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
22 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
23 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
24 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
25 period for each subsequent violation.

26 ///

27 ///

28 ///

1 Violation of Labor Code § 558

2 46. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
3 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
4 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
5 penalty as follows:

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

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

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

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

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

22 Violation of Labor Code § 1174.5

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

1 or papers of the person.”

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

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

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

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

24 54. As a direct and proximate result of the herein-described Labor Code violations,
25 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
26 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five
27 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

28 ///

1 Violation of Labor Code § 1197.1

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

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

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

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

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

26 57. As a direct and proximate result of the herein-described Labor Code violations,
27 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
28 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one

1 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
2 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
3 subsequent violation.

4 Civil Penalties Under Labor Code § 2699

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

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

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

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

20 **PRAYER**

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

- 23 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
24 1174.5, 1197.1, and 2699;
- 25 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
26 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 27 C. For equitable, including, without limitation, injunctive relief;
- 28 C. Pre-judgment and post-judgment interest;

D. For costs of suit incurred herein; and

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

Dated: August 5, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Jason Rothman

JASON ROTHMAN

GUIDO TOSCANO

Attorneys for Plaintiff CHRISTOPHER
MEADERS and on behalf of all other
Aggrieved Employees