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7 Attorneys for Plaintiff CANDACE MORPHEW,
8 as an Aggrieved Employee, and on behalf of all other
9 Aggrieved Employees

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN MATEO**

12 CANDACE MORPHEW, as an Aggrieved
13 Employee, and on behalf of all other
14 Aggrieved Employees under the Labor Code
15 Private Attorneys' General Act of 2004,

16 Plaintiff

17 v.

18 RALEY'S, a California corporation; NOB
19 HILL GENERAL STORE, INC., a California
20 corporation; BEL AIR MART, a California
21 corporation; MARKET 5ONE5, a California
22 corporation; WAREHOUSE CONCEPTS, a
23 California corporation; and DOES 1 through
24 100, inclusive,

25 Defendants.

Electronically
FILED

by Superior Court of California, County of San Mateo

ON

7/31/2026

By

/s/ Owen Tapang
Deputy Clerk

CASE NO.: 26-CIV-05983

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 CANDACE MORPHEW ("Plaintiff"), as an Aggrieved Employee, and on behalf
2 of all other Aggrieved Employees under the Labor Code Private Attorneys' General Act of 2004,
3 alleges 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 RALEY'S, and any of
7 its respective subsidiaries or affiliated companies within the State of California ("Raley's"), NOB
8 HILL GENERAL STORE, INC., and any of its respective subsidiaries or affiliated companies
9 within the State of California ("Nob Hill"), BEL AIR MART, and any of its respective subsidiaries
10 or affiliated companies within the State of California ("Bel Air), MARKET 5ONE5, and any of its
11 respective subsidiaries or affiliated companies within the State of California ("Market"),
12 WAREHOUSE CONCEPTS, and any of its respective subsidiaries or affiliated companies within
13 the State of California ("Warehouse"), (hereinafter, Raley's, Nob Hill, Bel Air, Market, Warehouse
14 collectively, with DOES 1 through 100, as further defined below, "Defendants") as a proxy of the
15 Labor and Workforce Development Agency of the State of California ("LWDA"), on behalf of
16 Plaintiff and all Aggrieved Employees that worked for Defendants during the PAGA Period.
17 Specifically, in connection with any alleged claims for failure to comply with Labor Code sections
18 200, 201, 202, 203, 204, 210, 226, 226.3, 432, 1198, 1198.5, and applicable Wage Orders, Plaintiff
19 seeks to represent all current and former employees that worked for Defendants during the PAGA
20 Period. On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt current
21 and former employees that worked for Defendants during the PAGA Period. Collectively, these
22 employees are herein referred to as "Aggrieved Employees." The "PAGA Period" refers to one year
23 preceding the date notice was submitted to the LWDA, continuing past the date of notice to the
24 LWDA until judgement is entered.

25 **PARTIES**

26 2. Plaintiff CANDACE MORPHEW is a resident of the State of California. At all
27 relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 employed Plaintiff as a non-exempt employee. Plaintiff worked as a multipurpose clerk with duties

1 that included, but were not limited to, assisting the bakery counter, as well as leading the liquor and
2 general merchandise departments. Plaintiff is informed and believes, and based thereon alleges,
3 that Plaintiff CANDACE MORPHEW worked for Defendants from approximately April of 2023
4 through approximately January of 2026.

5 3. Plaintiff is informed and believes and based thereon alleges that defendant Raley's
6 is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of
7 the laws of the State of California and doing business in the County of San Mateo, State of
8 California. At all relevant times herein, Raley's employed Plaintiff and similarly situated employees
9 within the State of California.

10 4. Plaintiff is informed and believes and based thereon alleges that defendant Nob Hill
11 is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of
12 the laws of the State of California and doing business in the County of San Mateo, State of
13 California. At all relevant times herein, Nob Hill employed Plaintiff and similarly situated
14 employees within the State of California.

15 5. Plaintiff is informed and believes and based thereon alleges that defendant Bel Air
16 is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of
17 the laws of the State of California and doing business in the County of San Mateo, State of
18 California. At all relevant times herein, Bel Air employed Plaintiff and similarly situated employees
19 within the State of California.

20 6. Plaintiff is informed and believes and based thereon alleges that defendant Market
21 is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of
22 the laws of the State of California and doing business in the County of San Mateo, State of
23 California. At all relevant times herein, Market employed Plaintiff and similarly situated employees
24 within the State of California.

25 7. Plaintiff is informed and believes and based thereon alleges that defendant
26 Warehouse is, and at all times relevant hereto was, a corporation organized and existing under and
27 by virtue of the laws of the State of California and doing business in the County of San Mateo, State
28 of California. At all relevant times herein, Warehouse employed Plaintiff and similarly situated

1 employees within the State of California.

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

9 **JOINT LIABILITY ALLEGATIONS**

10 9. Plaintiff is informed and believes, and based thereon alleges, that each defendant
11 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
12 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are
13 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
14 to “Defendants,” it shall include Raley’s, Nob Hill, Bel Air, Market, Warehouse, and any of their
15 parent, subsidiary, or affiliated companies within the State of California, as well as DOES 1 through
16 100 identified herein.

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

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

1 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
2 aforementioned corporate employees, agents and representatives.

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

5 **JURISDICTION**

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

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

17 **PAGA REPRESENTATIVE ALLEGATIONS**

18 15. Plaintiff is an “Aggrieved Employee” under PAGA, as Plaintiff was employed by
19 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein.
20 Accordingly, Plaintiff seeks to recover civil penalties under PAGA, plus reasonable attorneys’ fees
21 and costs, for Plaintiff and all other Aggrieved Employees of Defendants during the PAGA Period.

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

26 17. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
27 such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified
28 in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the

1 PAGA Period.

2 18. Pursuant to Labor Code section 2699.3, on or around May 21, 2026, Plaintiff
3 provided written notice of Defendants' violation of various provisions of the Labor Code to the
4 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

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

8 20. 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 21. 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 22. 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 Plaintiff
19 and/or Plaintiff's 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 23. 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 24. In the event, the LWDA and/or a court issued a finding or determination to the
27 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
28 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or

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

9 **FACTUAL ALLEGATIONS**

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

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

19 27. Upon information and belief, Defendants failed to accurately track and/or pay for all
20 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
21 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
22 including, without limitation, by requiring Plaintiff and Aggrieved Employees to complete pre-shift
23 tasks before clocking in such as assisting wine vendors via phone and post-shift tasks after clocking
24 out, such as communicating with colleagues, vendors, and customers via phone. For example,
25 Plaintiff responded to calls and text messages from wine vendors regarding product promotions and
26 sales prior to clocking in.

27 ///

28 ///

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

11 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
12 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
13 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
14 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
15 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
16 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods. For
17 example, Plaintiff's meal periods were interrupted due to her heavy workload, as she had to assist
18 vendors, customers, or colleagues during this time. For example, vendors had their own schedules
19 and were only able to arrive at the store at certain times, so Plaintiff had to interrupt her meal period
20 to assist them before they left. Additionally, customers specifically requested to speak with Plaintiff
21 while she was on her meal period or when Defendants were understaffed and there was no one else
22 available to assist the customer, or she was interrupted by colleagues who had specific questions.
23 Plaintiff and other Aggrieved Employees personally suffered these violations. Consequently,
24 Plaintiff is informed and believes, and based thereon alleges, that Defendants violated Labor Code
25 sections 512 and 1198 each day for each Aggrieved Employee during the PAGA Period, and thus
26 each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each
27 day worked during the PAGA Period under Labor Code section 226.7. However, Plaintiff is
28 informed and believes that those premium payments under Labor Code section 226.7 were not made

1 for these non-compliant meal periods, either at all or at the proper regular rate of pay. Defendants
2 would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely
3 pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant meal
4 periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief
5 under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon
6 alleges, that Defendants' conduct that gave rise to such violations and was malicious, fraudulent, or
7 oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code section
8 2699(f)(2)(B)(ii).

9 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
11 including, without limitation, work over four-hour periods (or major fractions thereof) without
12 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
13 and complete ten-minute rest periods in which the employees are completely relieved of all of their
14 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
15 rest periods by, without limitation, by interrupting rest periods. For example, Plaintiff was
16 interrupted by vendors, customers, and colleagues during her rest breaks. Vendors had their own
17 schedules and were only able to arrive at the store at certain times, so Plaintiff had to interrupt her
18 rest break to assist them before they left. Additionally, customers specifically requested to speak
19 with Plaintiff while she was on her rest break when Defendants were understaffed and there was no
20 one else available to assist the customer, or she was interrupted by colleagues who had specific
21 questions.

22 31. Plaintiff and other Aggrieved Employees personally suffered these violations.
23 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 violated the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA
25 Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular
26 rate of pay for each day worked during the PAGA Period under Labor Code section 226.7.
27 However, Plaintiff is informed and believes that those premium payments under Labor Code section
28 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular

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

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

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

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

24 34. 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 such as collared shirts and non-slip shoes, and for use of personal cellular phone for work
28 purposes, in direct consequence of the discharge of their duties, or of their obedience to the

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

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

26 36. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
27 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
28 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at

1 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
2 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
3 the sick pay was not provided at the proper regular of pay as required under California law due to
4 failure to properly calculate the regular rate. Plaintiff is additionally informed and believes that
5 the notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory
6 payroll or workplace injury reporting. Plaintiff is thus informed and believes that Defendants
7 violated these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiff and
8 other Aggrieved Employees have personally suffered violations under these sections and
9 Defendants would be liable for civil penalties for violation of the paid sick leave regulations under
10 Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and
11 reasonable attorneys' fees and costs. Plaintiff further informed and believes, and based thereon
12 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
13 or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
14 2699(f)(2)(B)(ii).

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

28

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

5 **FIRST AND ONLY CAUSE OF ACTION**

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

7 39. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
8 preceding paragraphs as though fully set forth hereat.

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

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

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

22 42. At all relevant times herein, Defendants have had a consistent policy or practice of
23 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
24 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
25 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
26 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
27 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
28 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus

1 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
2 violation in connection with each payment that was made in violation of Labor Code section 204.

3 Civil Penalties Under Labor Code § 226.3

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

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

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

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

24 Violation of Labor Code § 558

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

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

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

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

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

Violation of Labor Code § 1197.1

56. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,

1 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
2 Section 203 as follows:

3 (1) For any initial violation that is intentionally committed, one hundred dollars
4 (\$100) for each underpaid employee for each pay period for which the
5 employee is underpaid. This amount shall be in addition to an amount
6 sufficient to recover underpaid wages, liquidated damages pursuant to Section
7 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

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

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

21 58. As a direct and proximate result of the herein-described Labor Code violations,
22 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
23 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one
24 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
25 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
26 subsequent violation.

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Civil Penalties Under Labor Code § 2699

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

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

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

62. 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.

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1 **PRAYER**

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

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

12 Dated: July 31, 2026

BIBIYAN LAW GROUP, P.C.

13
14 BY: /s/ Bevin Pike

15 BEVIN PIKE

16 Attorneys for Plaintiff CANDACE
17 MORPHEW and on behalf of all other
18 Aggrieved Employees
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