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MASSOUD AZIMIHASHEMI, as Aggrieved Employees,
and on behalf of all other Aggrieved Employees

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By J. Walters ,Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JARED CHAVEZ, MASSOUD AZIMIHASHEMI,
as Aggrieved Employees, and on behalf of all other
Aggrieved Employees under the Labor Code Private
Attorneys' General Act of 2004,

Plaintiffs

v.

LAZ PARKING CALIFORNIA, LLC, a Connecticut
Limited Liability Company; LAZ KARP
ASSOCIATES, LLC, a Connecticut Limited
Liability Company; LAZ KARP PARTNERS, INC,
a Connecticut Limited corporation; and DOES 1
through 100, inclusive,

Defendants

CASE NO.: 26CU037377C

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]

Plaintiffs JARED CHAVEZ, and MASSOUD AZIMIHASHEMI, (“Plaintiffs”), as Aggrieved Employees, and on behalf of all other Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004, alleges as follows:

INTRODUCTION

1. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against LAZ PARKING CALIFORNIA, LLC, a Connecticut Limited Liability Company, and any of its respective subsidiaries or affiliated companies within the State of California (“LAZ PARKING,”), LAZ KARP ASSOCIATES, LLC, a Connecticut Limited Liability Company and any of its respective subsidiaries or affiliated companies within the State of California (“LAZ KARP ASSOCIATES”), LAZ KARP PARTNERS, INC., a Connecticut corporation and any of its respective subsidiaries or affiliated companies within the State of California (“LAZ KARP PARTNERS”) (hereinafter, LAZ PARKING, LAZ KARP ASSOCIATES, and LAZ KARP PARTNERS collectively, with DOES 1 through 100, as further defined below, “Defendants”) as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiffs and all Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically, in connection with any alleged claims for failure to comply with Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 432.5, 1198, 1198.5, and applicable Wage Orders. Plaintiffs seek to represent all current and former employees that worked for Defendants during the PAGA Period. On all other claims mentioned herein, Plaintiffs seek to represent only non-exempt current and former employees that worked for Defendants during the PAGA Period. Collectively, these employees are herein referred to as “Aggrieved Employees.” The “PAGA Period” refers to one year preceding the date notice was submitted to the LWDA, continuing past the date of notice to the LWDA until judgement is entered.

PARTIES

2. Plaintiff JARED CHAVEZ (“Plaintiff Chavez”) is a resident of the State of California. At all relevant times herein, Plaintiff Chavez is informed and believes, and based thereon alleges, that Defendants employed Plaintiff Chavez as a non-exempt employee. Plaintiff Chavez worked as a valet attendant with duties that included, but were not limited to, parking and bringing

1 vehicles back to clients. Plaintiff Chavez is informed and believes, and based thereon alleges, that
2 Plaintiff Chavez worked for Defendants from approximately August of 2024 through approximately
3 May of 2025.

4 3. Plaintiff MASSOUD AZIMIHASHEMI (“Plaintiff Azimihashemi”) is a resident of
5 the State of California. At all relevant times herein, Plaintiff Azimihashemi is informed and
6 believes, and based thereon alleges, that Defendants employed Plaintiff Azimihashemi as a non-
7 exempt employee. Plaintiff Azimihashemi worked as a shuttle driver with duties that included, but
8 were not limited to, to, driving a bus and transporting passengers. Plaintiff Azimihashemi is
9 informed and believes, and based thereon alleges, that Plaintiff Azimihashemi worked for
10 Defendants from approximately April of 2019 through approximately June of 2025.

11 4. Plaintiffs are informed and believe and based thereon allege that defendant LAZ
12 PARKING is, and at all times relevant hereto was, a limited liability company organized and
13 existing under and by virtue of the laws of the State of Connecticut and doing business in the County
14 of San Diego, State of California. At all relevant times herein, LAZ PARKING employed Plaintiffs
15 and Aggrieved Employees within the State of California.

16 5. Plaintiffs are informed and believe and based thereon allege that defendant LAZ
17 KARP ASSOCIATES is, and at all times relevant hereto was, a limited liability company organized
18 and existing under and by virtue of the laws of the State of Connecticut and doing business in the
19 County of San Diego, State of California. At all relevant times herein, LAZ KARP ASSOCIATES
20 employed Plaintiffs and Aggrieved Employees within the State of California.

21 6. Plaintiffs are informed and believe and based thereon allege that defendant LAZ
22 KARP PARTNERS is, and at all times relevant hereto was, a corporation existing under and by
23 virtue of the laws of the State of Connecticut and doing business in the County of San Diego, State
24 of California. At all relevant times herein, LAZ KARP PARTNERS employed Plaintiffs and
25 Aggrieved Employees within the State of California.

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

1 Plaintiffs are informed and believe and based thereon allege that each of the defendants designated
2 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
3 Plaintiffs will seek leave of court to amend this complaint to reflect the true names and capacities
4 of the defendants designated hereinafter as DOES when such identities become known.

5 **JOINT LIABILITY ALLEGATIONS**

6 8. Plaintiffs are informed and believe, and based thereon allege, that each defendant
7 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
8 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant are
9 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
10 to "Defendants," it shall include LAZ PARKING, LAZ KARP ASSOCIATES, and LAZ KARP
11 PARTNERS, and any of their parent, subsidiary, or affiliated companies within the State of
12 California, as well as DOES 1 through 100 identified herein.

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

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

27 11. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based
28 thereon allege that Defendants, and each of them, are joint employers.

1 **JURISDICTION**

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

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

13 **PAGA REPRESENTATIVE ALLEGATIONS**

14 14. Plaintiffs as “Aggrieved Employees” under PAGA, as Plaintiffs were employed by
15 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein.
16 Accordingly, Plaintiffs seek to recover civil penalties under PAGA, plus reasonable attorneys’ fees
17 and costs, for Plaintiffs and all other Aggrieved Employees of Defendants during the PAGA Period.

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

22 16. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
23 such as Plaintiffs to bring a civil action to recover civil penalties pursuant to the procedures specified
24 in Labor Code section 2699.3 on behalf of Plaintiffs and all other Aggrieved Employees within the
25 PAGA Period.

26 17. Pursuant to Labor Code section 2699.3, on or around May 5, 2026, Plaintiffs
27 provided written notice of Defendants’ violation of various provisions of the Labor Code to the
28 LWDA online and by certified mail, with return receipt requested, to Defendants (“PAGA Notice”).

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

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

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

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

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

22 23. In the event, the LWDA and/or a court issued a finding or determination to the
23 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
24 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
25 any of them, would be subject to heightened penalties pursuant to Labor Code sections
26 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either
27 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving
28 of the PAGA Notice. Regardless, Plaintiffs allege Defendants' conduct giving rise to the violations

1 as detailed herein was and is malicious, fraudulent, and/or oppressive. Thus, Defendants, or any of
2 them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack
3 eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

4 **FACTUAL ALLEGATIONS**

5 24. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew,
6 or should have known, that Plaintiffs and Aggrieved Employees are entitled to receive wages for all
7 time worked, including regular, overtime, and double times wages, and that Plaintiffs and Aggrieved
8 Employees were not receiving all wages owed for work that was required to be performed.

9 25. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
10 and have a policy or practice of requiring Plaintiffs and other Aggrieved Employees to work more
11 than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a
12 workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime
13 wages.

14 26. Upon information and belief, Defendants failed to accurately track and/or pay for all
15 minutes actually worked by Plaintiffs and Aggrieved Employees at the proper rates of pay.
16 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
17 including, without limitation, by requiring Plaintiffs and Aggrieved Employees to clock out
18 for meal periods and continue working. For example, Employee Chavez's meal periods were often
19 interrupted due to his heavy workload, though he was still required to clock out.

20 27. Plaintiffs are informed and believe, and based thereon allege, that Defendants
21 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
22 Wage Orders based on their continued failure to pay minimum and overtime wages for all hours
23 worked. Thus, Plaintiffs and other Aggrieved Employees are entitled to actual and liquidated
24 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiffs are
25 further informed and believe, and based thereon allege, that Defendants' conduct above gave rise to
26 such violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for
27 civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558,
28

1 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
2 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

3 28. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
4 each of them, had and have a policy or practice of compelling Plaintiffs and other Aggrieved
5 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
6 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
7 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiffs and
8 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; failing
9 to provide meal periods all together; not providing timely meal periods; and requiring on-duty/on-
10 call meal periods. For example, Employee Azimihashemi often received late meal periods or had to
11 skip his meal period due to his busy work schedule. Plaintiffs and other Aggrieved Employees
12 personally suffered these violations. Consequently, Plaintiffs are informed and believe, and based
13 thereon allege, that Defendants violated Labor Code sections 512 and 1198 each day for each
14 Aggrieved Employee during the PAGA Period, and thus each Aggrieved Employee was owed one
15 hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under
16 Labor Code section 226.7. However, Plaintiffs are informed and believe that those premium
17 payments under Labor Code section 226.7 were not made for these non-compliant meal periods,
18 either at all or at the proper regular rate of pay. Defendants would thus be liable for civil penalties
19 pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for
20 both failing to authorize the taking of compliant meal periods and for failing to provide premium
21 pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k).
22 Plaintiffs are further informed and believe, and based thereon allege, that Defendants' conduct that
23 gave rise to such violations and was malicious, fraudulent, or oppressive. As such, Defendants are
24 further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

25 29. Plaintiffs are informed and believe, and based thereon allege, that Defendants
26 maintain policies or practices of compelling Plaintiffs and other Aggrieved Employees every day
27 to, including, without limitation, work over four-hour periods (or major fractions thereof) without
28 authorizing and permitting Plaintiffs and other Aggrieved Employees to take uninterrupted, timely,

1 and complete ten-minute rest periods in which the employees are completely relieved of all of their
2 duties. By way of example, Defendants regularly denied Plaintiffs and Aggrieved Employees lawful
3 rest periods by, without limitation, by interrupting rest periods; by failing to provide rest periods all
4 together; and otherwise requiring on-duty/on-call rest periods. Plaintiffs and other Aggrieved
5 Employees personally suffered these violations. Consequently, Plaintiffs are informed and believe,
6 and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each
7 Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed
8 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period
9 under Labor Code section 226.7. However, Plaintiffs are informed and believe that those premium
10 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
11 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
12 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
13 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking
14 of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7,
15 or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and
16 believe, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
17 was malicious, fraudulent, or oppressive. As such, Defendants are further liable for civil penalties
18 pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

14 31. Plaintiffs are informed and believe, and based thereon allege, that Defendants also
15 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
16 compensation to Plaintiffs and other terminated or resigned employees, including but not limited to,
17 failing to pay all overtime wages owed; all minimum wages; all premium pay owed; as set forth
18 above, among other things. Consequently, Plaintiffs are informed and believe, and based thereon
19 alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198 each pay period for
20 each Aggrieved Employee during the PAGA Period, and thus Plaintiffs and each Aggrieved
21 Employee personally suffered these violations and was owed penalties under Labor Code section
22 203 for each pay period worked during the PAGA Period. However, Plaintiffs are informed and
23 believe that those penalties under Labor Code section 203 were not made for these violations of
24 Labor Code sections 201, 202, and 203. Defendants would thus be liable for civil penalties pursuant
25 to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
26 2699(j). Plaintiffs are further informed and believe, and based thereon allege, that Defendants'
27 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
28

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

3 32. Plaintiffs are informed and believes, and based thereon alleges that Defendants also
4 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
5 limitation, Plaintiffs and other Aggrieved Employees, with their costs incurred for purchasing
6 uniforms, and use of personal cellular phone for work purposes in direct consequence of the
7 discharge of their duties, or of their obedience to the directions of Defendants, as required by Labor
8 Code sections 1198, 2800, 2802, and other statutory and common law offenses. As a result,
9 Plaintiffs and other Aggrieved Employees have personally suffered these violations and Defendants
10 are liable to reimburse Plaintiffs and other Aggrieved Employees for these costs incurred in
11 furtherance of work duties. Defendants would thus be liable for civil penalties pursuant to Labor
12 Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
13 Plaintiffs are further informed and believe, and based thereon allege, that Defendants' conduct
14 above gave rise to such violations and was malicious, fraudulent, or oppressive. As such, Defendants
15 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

16 33. Plaintiffs are informed and believe, and based thereon allege that Defendants had and
17 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
18 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
19 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
20 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
21 any calendar month, shall be paid for between the 1st and 10th day of the following month."
22 Plaintiffs are informed and believe and based thereon allege that Defendants did not and do not pay
23 Plaintiffs and other Aggrieved Employees all wages owed every day and every workweek in
24 accordance with Labor Code sections 204 and 1198. Plaintiffs are informed and believe, and based
25 thereon allege, that Defendants violated Labor Code section 204 and that Plaintiffs and other
26 Aggrieved Employees have personally suffered these violations. As such, Defendants would be
27 liable for civil penalties pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive
28 relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based

1 thereon allege, that Defendants' conduct above gave rise to such violations and was malicious,
2 fraudulent, or oppressive. Therefore, Defendants would further be liable for civil penalties pursuant
3 to Labor Code section 2699(f)(2)(B)(ii).

4 34. In addition to the above, Plaintiffs are informed and believe, and based thereon
5 alleges that Defendants failed and continue to fail to keep adequate or accurate time records
6 including wage statements and similar payroll documents under Labor Code section 226, documents
7 signed to obtain or hold employment under Labor Code section 432, personnel records under Labor
8 Code section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiffs
9 and other Aggrieved Employees to calculate their unpaid wages and/or premium payments.
10 Defendants also failed to provide these documents to Plaintiffs and other Aggrieved Employees
11 upon request August 13, 2025, and September 17, 2025, in violation of these Labor Code sections.
12 Plaintiffs and the Aggrieved Employees personally suffered these violations, which in turn would
13 entitle Plaintiffs and other Aggrieved Employees to penalties prescribed by Labor Code sections
14 226 and 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections
15 558, 1174.5, and 2699. Plaintiffs are further informed and believe, and based thereon alleges, that
16 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
17 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
18 2699(f)(2)(B)(ii).

19 35. Plaintiffs are further informed and believes, and based thereon alleges that
20 Defendants failed and refused, and continue to fail and refuse, to comply with the notice
21 requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among
22 other things, failing to provide Plaintiffs and other Aggrieved Employees with the rates of pay and
23 overtime rates of pay applicable to their employment; any allowances claimed as part of the
24 minimum wage; the regular payday designated by Defendants; the name of the employer, including
25 any "doing business as" names used by the employer; the physical address of the employer's main
26 office and the telephone number of the employer; the name, address and telephone number of the
27 workers' compensation insurance carrier; information regarding paid sick leave; and other pertinent
28 information required to be disclosed by Defendants under Labor Code section 2810.5. Plaintiffs are

1 informed and believe that Defendants' failure to provide such information, including rates of pay
2 that are in effect, has permitted Defendants to pay employees at rates of pay that were not agreed
3 upon and violate minimum wage and overtime wage laws in California. Plaintiffs are informed and
4 believe that Defendants violated Labor Code sections 1198 and 2810.5. Plaintiffs and other
5 Aggrieved Employees personally suffered these violations. Plaintiffs are further informed and
6 believe, and based thereon allege, that Defendants' conduct above gave rise to such violations and
7 was malicious, fraudulent, or oppressive. Among other relief, employees may collect from
8 Defendants in connection with these violations' civil penalties pursuant to Labor Code sections 558,
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 36. Plaintiffs are informed and believe, and based thereon alleges, that Defendants,
12 including their agents, managers, superintendents, and/or officers, required Plaintiffs and/or
13 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
14 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
15 limitation, terms known to be illegal in purported arbitration agreements, and other written
16 documents presented for signature and/or assent to Plaintiffs and/or Aggrieved Employees by
17 Defendants. Defendants also required Plaintiffs and Aggrieved Employees to inform prospective
18 employers of Defendants' restrictions of Plaintiffs' and Aggrieved Employees' freedom to work.
19 As a result, Plaintiffs are informed and believe that Defendants violated Labor Code sections 432.5
20 and 1198. As such, Plaintiffs are informed and believes, and based thereon alleges, that Plaintiffs
21 and other Aggrieved Employees personally suffered these violations, and that Defendants violated,
22 without limitation, Labor Code section 432.5 and Government Code section 12952, entitling
23 Plaintiffs and other Aggrieved Employees to damages. Plaintiffs are further informed and believe,
24 and based thereon alleges, that Defendants' conduct above gave rise to such violations and was
25 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to
26 Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and
27 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
28 2699(f)(2)(B)(ii).

1 37. Plaintiffs, in Plaintiffs' representative capacities, seek civil penalties under Labor
2 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
3 the California Labor Code as described above, including on behalf of Plaintiffs and other Aggrieved
4 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 38. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the
8 preceding paragraphs as though fully set forth herein.

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

10 39. 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 40. 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 41. At all relevant times herein, Defendants have had a consistent policy or practice of
23 failing to pay Plaintiffs 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, Plaintiffs 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 42. 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 43. 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 44. Plaintiffs are informed and believe, and based thereon allege, 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 Plaintiffs 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; and
17 other such information as required by Labor Code section 226, subdivision (a).

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

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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. Plaintiffs are informed and believe, and based thereon allege, 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, Plaintiffs and other Aggrieved Employees are entitled to
19 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty
20 dollars (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred
21 dollars (\$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. Plaintiffs are informed and believe, and based thereon allege, 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, Plaintiffs 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.

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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. Plaintiffs are informed and believe, and based thereon allege, that Defendants caused
23 Plaintiffs 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 Plaintiffs 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, Plaintiffs 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. Plaintiffs are informed and believe, and based thereon allege that Defendants, and
12 each of them, violated the Labor Code sections described in the preceding paragraphs.

13 60. As such, Plaintiffs 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, Plaintiffs and other Aggrieved Employees within the State of California
18 whom Plaintiffs seek 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 Plaintiffs and Aggrieved Employees, Plaintiffs pray 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;

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D. For costs of suit incurred herein; and

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

Dated: July 10, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Sarah H. Cohen
SARAH H. COHEN
Attorneys for Plaintiffs JARED CHAVEZ,
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behalf of all other Aggrieved Employees