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Electronically FILED by
Superior Court of California,
County of Los Angeles
8/26/2026 11:30 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By A. Munoz, Deputy Clerk

Attorneys for Plaintiffs SUNJU YOON, LEONARDO FUNES,
as Aggrieved Employees, and on behalf of all other
Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SUNJU YOON, LEONARDO FUNES, as
Aggrieved Employees, and on behalf of all
other Aggrieved Employees under the Labor
Code Private Attorneys' General Act of 2004,

Plaintiffs

v.

3525 W. 8th ST., INC., a California
corporation; ZION MARKET SAN DIEGO,
INC., a California corporation; ZION
MARKET IRVINE, INC.; a California
corporation; ZION MARKET CERRITOS,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: **26STCV26948**

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 SUNJU YOON and LEONARDO FUNES (“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 3525 W. 8th St., Inc., dba Zion Market, and any of its respective subsidiaries or affiliated companies within the State of California (“Zion”); Zion Market San Diego, Inc. and any of its respective subsidiaries or affiliated companies within the State of California (“Zion San Diego”); Zion Market Irvine, Inc. and any of its respective subsidiaries or affiliated companies within the State of California (“Zion Irvine”); and Zion Market Cerritos, Inc. and any of its respective subsidiaries or affiliated companies within the State of California (“Zion Cerritos”) (hereinafter, 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, 1198, 1198.5, including restraints on competition, whistleblowing and freedom of speech 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 SUNJU YOON is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-exempt employee. Plaintiff worked as a grocery front manager with duties that included, but were not limited to, a computer-based role in which she registered new products,

1 checked invoices, set up sales, created flyers for promotions, and created and posted name tags and
2 PDP displays. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff SUNJU
3 YOON worked for Defendants from approximately June of 2024 through approximately April of
4 2026.

5 3. Plaintiff LEONARDO FUNES is a resident of the State of California. At all relevant
6 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 employed Plaintiff as a non-exempt employee. Plaintiff worked as a stocker with duties that
8 included, but were not limited to, stocking products in aisles one through six, checking expiration
9 dates, organizing and rearranging merchandise, setting up displays for new items or sale items, and
10 maintaining the overall appearance and organization of the store. Plaintiff is informed and believes,
11 and based thereon alleges, that Plaintiff LEONARDO FUNES worked for Defendants from
12 approximately May of 2025 through approximately April of 2026..

13 4. Plaintiffs are informed and believe and based thereon allege that defendant Zion is,
14 and at all times relevant hereto was, a corporation existing under and by virtue of the laws of the
15 State of California and doing business in the County of Los Angeles, State of California. At all
16 relevant times herein, Zion employed Plaintiffs and Aggrieved Employees within the State of
17 California.

18 5. Plaintiffs are informed and believe and based thereon allege that defendant Zion San
19 Diego is, and at all times relevant hereto was, a corporation existing under and by virtue of the laws
20 of the State of California and doing business in the County of Los Angeles, State of California. At
21 all relevant times herein, Zion San Diego employed Plaintiffs and Aggrieved Employees within the
22 State of California.

23 6. Plaintiffs are informed and believe and based thereon allege that defendant Zion
24 Irvine is, and at all times relevant hereto was, a corporation organized and existing under and by
25 virtue of the laws of the State of California and doing business in the County of Los Angeles, State
26 of California. At all relevant times herein, Zion Irvine employed Plaintiffs and Aggrieved
27 Employees within the State of California.

28 7. Plaintiffs are informed and believe and based thereon allege that defendant Zion

1 Cerritos is, and at all times relevant hereto was, a corporation organized and existing under and by
2 virtue of the laws of the State of California and doing business in the County of Los Angeles, State
3 of California. At all relevant times herein, Zion Cerritos employed Plaintiffs and Aggrieved
4 Employees within the State of California.

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

12 **JOINT LIABILITY ALLEGATIONS**

13 9. Plaintiffs are informed and believe, and based thereon allege, that each defendant
14 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
15 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant are
16 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
17 to "Defendants," it shall include Zion, Zion San Diego, Zion Irvine, Zion Cerritos, and any of their
18 parent, subsidiary, or affiliated companies within the State of California, as well as DOES 1 through
19 100 identified herein.

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

25 11. All of the acts and conduct described herein of each and every corporate defendant
26 was duly authorized, ordered, and directed by the respective and collective defendant corporate
27 employers, and the officers and management-level employees of said corporate employers. In
28 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 12. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based
7 thereon allege that Defendants, and each of them, are joint employers.

8 **JURISDICTION**

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

11 14. 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 Plaintiffs
15 and Defendants were due to be performed; the county in which the employment contract, or part of
16 it, between Plaintiffs and Defendants were 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 Plaintiffs
18 and Aggrieved Employees in Los Angeles County, and Defendants employ Aggrieved Employees
19 in Los Angeles County.

20 **PAGA REPRESENTATIVE ALLEGATIONS**

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

25 16. Specifically, Plaintiffs seek 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 17. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
2 such as Plaintiffs to bring a civil action to recover civil penalties pursuant to the procedures specified
3 in Labor Code section 2699.3 on behalf of Plaintiffs and all other Aggrieved Employees within the
4 PAGA Period.

5 18. Pursuant to Labor Code section 2699.3, on or around June 9, 2026, Plaintiffs
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 19. 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 20. 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 21. 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 22. 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
22 Plaintiffs and/or Plaintiffs' counsel, adequately taken all reasonable steps to be in compliance with
23 all provisions identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant
24 to section 2699(g)(1)-(3).

25 23. 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).

24. 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, Plaintiffs allege 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

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

26. Plaintiffs are informed and believe, and based thereon allege, that Defendants had and have a policy or practice of requiring Plaintiffs 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.

27. Upon information and belief, Defendants failed to accurately track and/or pay for all minutes actually worked by Plaintiffs 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 Plaintiffs and Aggrieved Employees to waiting in long lines to clock in due to the fact there was only one working time clock and multiple employees clocked in at once; to clock out for meal periods and continue working; and to respond to phone calls, emails, and text messages off the clock. For example, Plaintiff Yoon had to respond to phone

1 calls, emails, and text messages after hours or on her days off to communicate with Defendants and
2 vendors. Additionally, Plaintiff Funes had to answer phone calls from his supervisor off the clock.
3 Furthermore, Plaintiff Funes was instructed to clock out for a meal period before the fifth hour of
4 work, but to continue working through the meal period.

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

15 29. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
16 each of them, had and have a policy or practice of compelling Plaintiffs and other Aggrieved
17 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
18 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
19 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiffs and
20 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; failing
21 to provide meal periods all together; not providing timely meal periods; failing to provide second
22 meal periods; and providing short meal periods, including without limitation, meal periods that may
23 appear on the record to be 30 minutes or longer but in practice were shorter than thirty minutes due
24 to walking time to get back to the work station. For example, Plaintiff Yoon was not provided with
25 a second meal period on days she worked over ten hours. Plaintiff Yoon was also interrupted during
26 her first meal periods because she had to answer questions from vendors. Furthermore, Plaintiff
27 Funes was instructed to clock out for meal periods and continue working, especially on days when
28 a meal period could not be taken before the fifth hour due to his workload. Plaintiff Funes was also

1 interrupted during his meal period due to receiving calls from his supervisor. . Plaintiffs and other
2 Aggrieved Employees personally suffered these violations. Consequently, Plaintiffs are informed
3 and believe, and based thereon allege, that Defendants violated Labor Code sections 512 and 1198
4 each day for each Aggrieved Employee during the PAGA Period, and thus each Aggrieved
5 Employee was owed one hour of premium pay at their regular rate of pay for each day worked
6 during the PAGA Period under Labor Code section 226.7. However, Plaintiffs are informed and
7 believe that those premium payments under Labor Code section 226.7 were not made for these non-
8 compliant meal periods, either at all or at the proper regular rate of pay. Defendants would thus be
9 liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages),
10 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and for failing
11 to provide premium pay under Labor Code section 226.7, or injunctive relief under sections
12 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based thereon allege, that
13 Defendants' conduct that gave rise to such violations and was malicious, fraudulent, or oppressive.
14 As such, Defendants are further liable for civil penalties pursuant to Labor Code section
15 2699(f)(2)(B)(ii).

16 30. Plaintiffs are informed and believe, and based thereon allege, that Defendants
17 maintain policies or practices of compelling Plaintiffs and other Aggrieved Employees every day
18 to, including, without limitation, work over four-hour periods (or major fractions thereof) without
19 authorizing and permitting Plaintiffs and other Aggrieved Employees to take uninterrupted, timely,
20 and complete ten-minute rest periods in which the employees are completely relieved of all of their
21 duties. By way of example, Defendants regularly denied Plaintiffs and Aggrieved Employees lawful
22 rest periods by, without limitation, by interrupting rest periods; by failing to provide rest periods all
23 together; by failing to provide timely rest breaks; and otherwise requiring on-duty/on-call rest
24 periods. For example, Plaintiff Yoon's rest periods were interrupted because she had to assist
25 vendors, and were sometimes missed entirely due to her workload. Additionally, Plaintiff Funes was
26 often denied rest periods due to his workload or because his supervisor was not present to approve
27 his rest break. Plaintiff Funes had to wait for his supervisor to approve his rest break because his
28 supervisor would reprimand employees who took an unapproved rest break over the intercom.

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

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

1 Employees and the rates of pay at which they were or should have been paid, thus resulting in a
2 failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, Plaintiffs
3 are informed and believe, and based thereon allege, that Defendants violated Labor Code sections
4 226, and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus
5 Plaintiffs and each Aggrieved Employee personally suffered these violations and was owed
6 penalties under Labor Code section 226 for each pay period worked during the PAGA Period.
7 Plaintiffs are informed and believe that those penalties under Labor Code section 226 were not paid
8 for these violations of Labor Code section 226. Defendants would thus be liable for civil penalties
9 pursuant to Labor Code sections 226.3, 558, 1198, and 2699, or injunctive relief under sections
10 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based thereon allege, that
11 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
12 oppressive. Thus, Defendants would further be liable for civil penalties pursuant to Labor Code
13 section 2699(f)(2)(B)(ii).

14 32. 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; and 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 33. 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 the use of
6 personal cellular phone for work purposes such as emails as well as contacting vendors and
7 supervisors, in direct consequence of the discharge of their duties, or of their obedience to the
8 directions of Defendants, as required by Labor Code sections 1198, 2800, 2802, and other statutory
9 and common law offenses. As a result, Plaintiffs and other Aggrieved Employees have personally
10 suffered these violations and Defendants are liable to reimburse Plaintiffs and other Aggrieved
11 Employees for these costs incurred in furtherance of work duties. Defendants would thus be liable
12 for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under
13 sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based thereon
14 allege, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
15 or oppressive. As such, Defendants would further be liable for civil penalties pursuant to Labor
16 Code section 2699(f)(2)(B)(ii).

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

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

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

22 36. In addition to the above, Plaintiffs are informed and believe, and based thereon
23 alleges that Defendants failed and continue to fail to keep adequate or accurate time records
24 including wage statements and similar payroll documents under Labor Code section 226, documents
25 signed to obtain or hold employment under Labor Code section 432, personnel records under Labor
26 Code section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiffs
27 and other Aggrieved Employees to calculate their unpaid wages and/or premium payments.
28 Defendants also failed to provide all documents requested by Plaintiff Yoon on May 7, 2026, in

1 violation of these Labor Code sections, including but not limited to wage statements in violation of
2 Labor Code section 226, and time records in violation of Labor Code section 1174. Furthermore
3 Defendant failed to provide all documents requested by Plaintiff Funes on May 12, 2026. Plaintiffs
4 and the Aggrieved Employees personally suffered these violations, which in turn would entitle
5 Plaintiffs and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and
6 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558,
7 1174.5, and 2699. Plaintiffs are further informed and believe, and based thereon alleges, that
8 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
9 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
10 2699(f)(2)(B)(ii).

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

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

3 38. Plaintiffs, in Plaintiffs' representative capacities, seek civil penalties under Labor
4 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
5 the California Labor Code as described above, including on behalf of Plaintiffs and other Aggrieved
6 Employees pursuant to PAGA.

7 **FIRST AND ONLY CAUSE OF ACTION**

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

9 39. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the
10 preceding paragraphs as though fully set forth herein.

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

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

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

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

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

5 Civil Penalties Under Labor Code § 226.3

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

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

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

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

25 Violation of Labor Code § 558

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

1 penalty as follows:

- 2 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
3 pay period for which the employee was underpaid in addition to an amount sufficient
4 to recover underpaid wages;
- 5 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
6 employee for each pay period for which the employee was underpaid in addition to
7 an amount sufficient to recover underpaid wages;
- 8 (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

9 48. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
10 each of them, violated, or caused to be violated, the Labor Code sections and Wage Orders
11 regulating wages, hours and days of work described herein, including but not limited to Labor Code
12 sections 201-204, 223, 226.7, 510, 511, 512, 551, 552, 1182.12, 1194, 1197, 1198, and 2802.

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

18 Violation of Labor Code § 1174.5

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

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

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

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

15 54. Plaintiffs are informed and believe, and based thereon allege, that Defendants have
16 willfully failed to keep adequate or accurate time records including wage statements and similar
17 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
18 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
19 under Labor Code section 1174.

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

24 Violation of Labor Code § 1197.1

25 56. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
26 person acting either individually or as an officer, agent, or employee of another person, who pays
27 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
28 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. Plaintiffs are informed and believe, and based thereon allege, that Defendants caused
18 Plaintiffs 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 Plaintiffs 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, Plaintiffs 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. Plaintiffs are informed and believe, and based thereon allege that Defendants, and each of them, violated the Labor Code sections described in the preceding paragraphs.

61. As such, Plaintiffs 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, Plaintiffs and other Aggrieved Employees within the State of California whom Plaintiffs seek to represent are entitled to an award of reasonable attorneys' fees and costs in connection with their herein-described claims for civil penalties.

PRAYER

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

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

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

Dated: August 26, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Jason Rothman
JASON ROTHMAN
Attorneys for Plaintiffs SUNJU YOON,
LEONARDO FUNES, and on behalf of all
other Aggrieved Employees