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Attorneys for Plaintiff WONN YAING,
as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

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

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

Plaintiff

v.

PRIMALLY PURE, LLC, a Wyoming limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: **CVRI 2605884**

REPRESENTATIVE ACTION

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

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

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

4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Primally Pure, LLC,
7 a Wyoming limited liability company, and any of its respective subsidiaries or affiliated companies
8 within the State of California (“Primally Pure”), (hereinafter, Primally Pure collectively, with DOES
9 1 through 100, as further defined below, “Defendants”) as a proxy of the Labor and Workforce
10 Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all Aggrieved
11 Employees that worked for Defendants during the PAGA Period. Specifically, in connection with
12 any alleged claims for failure to comply with Labor Code sections 200, 201, 202, 203, 204, 210,
13 226, 226.3, 1198, including restraints on competition, whistleblowing and freedom of speech and
14 applicable Wage Orders, Plaintiff seeks to represent all current and former employees that worked
15 for Defendants during the PAGA Period. On all other claims mentioned herein, Plaintiff seeks to
16 represent only non-exempt current and former employees that worked for Defendants during the
17 PAGA Period. Collectively, these employees are herein referred to as “Aggrieved Employees.” The
18 “PAGA Period” refers to one year preceding the date notice was submitted to the LWDA, continuing
19 past the date of notice to the LWDA until judgement is entered.

20 **PARTIES**

21 2. Plaintiff WONN YAING is a resident of the State of California. At all relevant times
22 herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed
23 Plaintiff as a non-exempt employee. Plaintiff worked as a warehouse associate with duties that
24 included, but were not limited to, handling order fulfillments by picking, packing and labeling
25 shipments, managing inventory by receiving, unloading, inspecting, and organizing products, and
26 supporting production by preparing packaging materials and stocking shipping stations. Plaintiff is
27 informed and believes, and based thereon alleges, that Plaintiff WONN YAING worked for
28 Defendants from approximately March of 2026 through approximately April of 2026.

3. Plaintiff is informed and believes and based thereon alleges that defendant Primally Pure is, and at all times relevant hereto was, a limited liability company organized and existing under and by virtue of the laws of the State of Wyoming and doing business in the County of Riverside, State of California. At all relevant times herein, Primally Pure employed Plaintiff and Aggrieved Employees within the State of California

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

JOINT LIABILITY ALLEGATIONS

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

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

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

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

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

8 **JURISDICTION**

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

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

20 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

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

5 14. Pursuant to Labor Code section 2699.3, on or around June 2, 2026, Plaintiff provided
6 written notice of Defendants' violation of various provisions of the Labor Code to the LWDA online
7 and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

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

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

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

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

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

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

FACTUAL ALLEGATIONS

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

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

23. Upon information and belief, Defendants failed to accurately track and/or pay for all minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay. Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock, including, without limitation, by requiring Plaintiff and Aggrieved Employees to continue working during meal periods. For example, Plaintiff was interrupted during his meal periods to discuss work related tasks. Additionally, Plaintiff had to cut his meal periods short in order to walk back to his work station, but Defendants deducted the full meal period from his time.

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

11 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
12 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
13 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
14 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
15 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
16 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods, and
17 providing short meal periods, including without limitation, meal periods that may appear on the
18 record to be 30 minutes or longer but in practice were shorter than thirty minutes due to walking
19 time to get back to the work station. For example, Plaintiff's meal periods were interrupted to discuss
20 work related tasks and were less than thirty minutes because he had to walk back to his work station
21 in order to timely get back to his duties. Plaintiff and other Aggrieved Employees personally
22 suffered these violations. Consequently, Plaintiff is informed and believes, and based thereon
23 alleges, that Defendants violated Labor Code sections 512 and 1198 each day for each Aggrieved
24 Employee during the PAGA Period, and thus each Aggrieved Employee was owed one hour of
25 premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor
26 Code section 226.7. However, Plaintiff is informed and believes that those premium payments under
27 Labor Code section 226.7 were not made for these non-compliant meal periods, either at all or at
28 the proper regular rate of pay. Defendants would thus be liable for civil penalties pursuant to Labor

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

7 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
9 including, without limitation, work over four-hour periods (or major fractions thereof) without
10 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
11 and complete ten-minute rest periods in which the employees are completely relieved of all of their
12 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
13 rest periods by, without limitation, interrupting rest periods. For example, Plaintiff's rest periods,
14 like his meal periods, were interrupted in order to discuss work related tasks. . Plaintiff and other
15 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and
16 believes, and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day
17 for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee
18 was owed one hour of premium pay at their regular rate of pay for each day worked during the
19 PAGA Period under Labor Code section 226.7. However, Plaintiff is informed and believes that
20 those premium payments under Labor Code section 226.7 were not made, either, for these non-
21 compliant rest periods, either at all or at the proper regular rate of pay, in violation of Labor Code
22 sections 226.7 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code
23 sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize
24 the taking of compliant rest periods and for failing to provide premium pay under Labor Code
25 section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
26 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
27 violations and was malicious, fraudulent, or oppressive. As such, Defendants are further liable for
28 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 27. As a result of, among other things, Defendants' herein-described policy or practice
2 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
3 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
4 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
5 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
6 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
7 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
8 inclusive dates of the period for which the employee is paid; the name of the employee and only the
9 last four digits of their social security number or an employee identification number other than a
10 social security number; all deductions; all applicable hourly rates in effect during the pay period and
11 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
12 address of the employer, and other such information as required by Labor Code section 226,
13 subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized
14 wage statements that accurately reflect the hours worked by Plaintiff and other Aggrieved
15 Employees and the rates of pay at which they were or should have been paid, thus resulting in a
16 failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, Plaintiff
17 is informed and believes, and based thereon alleges, that Defendants violated Labor Code sections
18 226, and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus
19 Plaintiff and each Aggrieved Employee personally suffered these violations and was owed penalties
20 under Labor Code section 226 for each pay period worked during the PAGA Period. Plaintiff is
21 informed and believes that those penalties under Labor Code section 226 were not paid for these
22 violations of Labor Code section 226. Defendants would thus be liable for civil penalties pursuant
23 to Labor Code sections 226.3, 558, 1198, and 2699, or injunctive relief under sections 2699(e)(1)
24 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
25 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Thus,
26 Defendants would further be liable for civil penalties pursuant to Labor Code section
27 2699(f)(2)(B)(ii).

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

18 29. Plaintiff is informed and believes, and based thereon alleges that Defendants also
19 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
20 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for costs incurred for
21 the purchase of safety gear such as steel toed boots, and the use of personal cellular phones for work
22 purposes, in direct consequence of the discharge of their duties, or of their obedience to the
23 directions of Defendants, as required by Labor Code sections 1198, 2800, 2802, and other statutory
24 and common law offenses. As a result, Plaintiff and other Aggrieved Employees have personally
25 suffered these violations and Defendants are liable to reimburse Plaintiff and other Aggrieved
26 Employees for these costs incurred in furtherance of work duties. Defendants would thus be liable
27 for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under
28 sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon

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

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

20 31. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
21 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
22 statements and similar payroll documents under Labor Code section 226, documents signed to
23 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
24 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
25 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiff
26 and the Aggrieved Employees personally suffered these violations, which in turn would entitle
27 Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and
28 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558,

1 1174.5, and 2699. Plaintiff further informed and believes, and based thereon alleges, that
2 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
3 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
4 2699(f)(2)(B)(ii).

5 32. Plaintiff is further informed and believes, and based thereon alleges that Defendants
6 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor
7 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
8 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
9 applicable to their employment; any allowances claimed as part of the minimum wage; the regular
10 payday designated by Defendants; the name of the employer, including any "doing business as"
11 names used by the employer; the physical address of the employer's main office and the telephone
12 number of the employer; the name, address and telephone number of the workers' compensation
13 insurance carrier; information regarding paid sick leave; and other pertinent information required to
14 be disclosed by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that
15 Defendants' failure to provide such information, including rates of pay that are in effect, has
16 permitted Defendants to pay employees at rates of pay that were not agreed upon and violate
17 minimum wage and overtime wage laws in California. Plaintiff is informed and believes that
18 Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and other Aggrieved
19 Employees personally suffered these violations. Plaintiff is further informed and believes, and based
20 thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious,
21 fraudulent, or oppressive. Among other relief, employees may collect from Defendants in
22 connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and
23 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
24 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

1 **FIRST AND ONLY CAUSE OF ACTION**

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

3 34. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
4 preceding paragraphs as though fully set forth hereat.

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

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

11 36. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
12 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
13 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
14 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
15 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
16 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
17 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

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

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1 to recover underpaid wages;

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

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

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

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

15 Violation of Labor Code § 1174.5

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

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

26 47. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
27 every person employing labor in California to “[k]eep, at a central location in the state or at the
28 plants or establishments at which employees are employed, payroll records showing the hours

1 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
2 piece rate paid to, employees employed at the respective plants or establishments. These records
3 shall be kept in accordance with rules established for this purpose by the commission, but in any
4 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
5 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
6 earned.”

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

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

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

21 Violation of Labor Code § 1197.1

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

28 (1) For any initial violation that is intentionally committed, one hundred dollars

1 (\$100) for each underpaid employee for each pay period for which the
2 employee is underpaid. This amount shall be in addition to an amount
3 sufficient to recover underpaid wages, liquidated damages pursuant to Section
4 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

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

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

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

24 Civil Penalties Under Labor Code § 2699

25 54. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
26 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
27 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
28 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil

1 action brought by an Aggrieved Employee on behalf of himself or herself and other current or former
2 employees pursuant to the procedures specified in Labor Code section 2699.3.

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

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

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

12 **PRAYER**

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

15 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
16 1174.5, 1197.1, and 2699;

17 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
18 210, 226.3, 558, 1174.5, 1197.1, and 2699;

19 C. For equitable, including, without limitation, injunctive relief;

20 C. Pre-judgment and post-judgment interest;

21 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: September 10, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Jason Rothman

JASON ROTHMAN

Attorneys for Plaintiff WONN YAING and on
behalf of all other Aggrieved Employees