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Attorneys for Plaintiff, FARZAD AKBARPOUR,
as an aggrieved employee, and on behalf of all other
aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

FARZAD AKBARPOUR, as an
aggrieved employee, and on behalf of
all other aggrieved employees under
the Labor Code Private Attorneys'
General Act of 2004,

Plaintiff,

v.

BLACK TIE TRANSPORTATION, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: **24CV066409**

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**

DEMAND FOR JURY TRIAL

[Amount in Controversy Greater Than
\$25,000.00]

Plaintiff FARZAD AKBARPOUR, as an aggrieved employee, and on behalf of all other
aggrieved employees under the Labor Code Private Attorneys' General Act of 2004, alleges as
follows:

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1 Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”) plus
2 reasonable attorneys’ fees and costs, for Plaintiff and all other aggrieved current and former
3 employees of Defendants during the Civil Penalty Period.

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

8 During the period beginning one (1) year preceding the provision of notice to the LWDA
9 regarding the herein-described Labor Code violations (the “Civil Penalty Period”), Defendants
10 violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7,
11 227.3, 232, 232.5, 245, *et seq.*, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1,
12 1197.5, 1198.5, 2699, 2802, 2810.3, and 2810.5, among others.

13 Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees such as
14 Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within the
15 statutory period, to bring a civil action to recover civil penalties pursuant to the procedures specified
16 in Labor Code section 2699.3.

17 On or around December 19, 2023, Plaintiff provided written notice pursuant to Labor Code
18 section 2699.3 online and by certified mail, with return receipt requested, of Defendants’ violation
19 of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as
20 by certified mail, with return receipt requested to Defendants, and each of them.

21 Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide
22 notice of its intention to investigate Defendants’ alleged violations within sixty-five (65) calendar
23 days of the December 19, 2023 postmarked date of the herein-described notice sent by Plaintiff to
24 the LWDA and Defendants.

25 **PAGA REPRESENTATIVE ALLEGATIONS**

26 At all relevant times mentioned herein, Defendants had and have a policy or practice of
27 failing to pay overtime wages to Plaintiff and other Aggrieved Employees in the State of California
28 in violation of California state wage and hour laws as a result of, without limitation, Plaintiff and

1 other Aggrieved Employees working over eight (8) hours per day, forty (40) hours per week, and/or
2 seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result
3 of, without limitation, failing to accurately track and/or pay for all minutes actually worked;
4 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
5 by requiring employees: to remain on-call, to suffer under Defendants' control to complete pre-shift
6 tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and
7 continue working, to don and doff uniforms off the clock, to attend company meetings off the clock,
8 to make phone calls or drive off the clock; failing to include all forms of remuneration, including
9 non-discretionary bonuses, incentive pay, meal allowances, and other forms of remuneration into
10 the regular rate of pay for the pay periods where overtime was worked and the additional
11 compensation was earned for the purpose of calculating the overtime rate of pay; detrimental
12 rounding of employee time entries, editing and/or manipulation of time entries to show less hours
13 than actually worked, for paying straight pay instead of overtime pay, and by attempting but failing
14 to properly implement an alternative workweek schedule ("AWS") (including, without limitation,
15 by failing to implement a written agreement designating the regularly scheduled alternative
16 workweek in which the specified number of work days and work hours are regularly recurring;
17 failing to adopt the AWS in a secret ballot election, before the performance of work, by at least a
18 two-thirds (2/3) vote of the affected employees in the work unit; failing to follow the
19 notice/disclosures procedures prior to any AWS election; and/or failing to register an AWS election
20 with the State of California, as required by Labor Code section 511 and applicable Wage Orders),
21 to the detriment of Plaintiff and other Aggrieved Employees.

22 At all relevant times mentioned herein, Defendants had and have a practice or policy of
23 failing to compensate Plaintiff and other Aggrieved Employees with minimum wages for all hours
24 worked or otherwise under Defendants' control as a result of, without limitation, failing to
25 accurately track and/or pay for all minutes actually worked; by requiring employees: to remain on-
26 call; to suffer under Defendants' control to complete pre-shift tasks before clocking in and post-shift
27 tasks after clocking out, to clock out for meal periods and continue working, to don and doff
28 uniforms off the clock, to attend company meetings off the clock, to make phone calls or drive off

1 the clock; detrimental rounding of employee time entries, editing and/or manipulation of time entries
2 to show less hours than actually worked; failing to pay reporting time pay; paid time off and vacation
3 time owed; and failing to pay split shift premiums, to the detriment of Plaintiff and other Aggrieved
4 Employees.

5 At all relevant times mentioned herein, Defendants had and have a policy or practice of
6 failing to provide Plaintiff and other Aggrieved Employees a thirty (30) minute uninterrupted,
7 timely, and complete meal period for days on which the employee worked in excess of five (5) and
8 ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal
9 periods or compensation in lieu thereof including, without limitation, by interrupting meal periods;
10 not providing timely meal periods; failing to provide first and second meal periods; providing short
11 meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal
12 periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal
13 periods; and/or auto-deducting meal periods that could not be auto-deducted by law or during which
14 employees worked, as required by California wage and hour laws.

15 At all relevant times mentioned herein, Defendants had and have a policy or practice of
16 failing to provide Plaintiff and other Aggrieved Employees paid, uninterrupted, timely, and
17 complete rest periods of at least ten (10) minutes per four (4) hours worked or major fractions
18 thereof, or compensation in lieu thereof, including, without limitation, by failing to provide rest
19 periods all together; requiring that they be bundled together and/or with meal periods; interrupting
20 them; requiring that employees carry cellular telephones or walkie-talkies during rest periods not
21 providing them in a timely fashion; and not permitting employees to leave the premises; and/or
22 otherwise requiring on-duty/on-call rest periods, as required by California wage and hour laws.

23 At all relevant times mentioned herein, Defendants had and have a policy or practice of
24 failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
25 Plaintiff and other Aggrieved Employees with itemized wage statements that accurately reflect gross
26 wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable
27 hourly rates in effect during the pay period and the corresponding number of hours worked at each
28 hourly rate by the employee; the legal name of the employer and/or the name and address of the

1 legal entity securing the employer's services if the employer is a farm labor contractor; and other
2 such information as required by Labor Code section 226, subdivision (a).

3 At all relevant times mentioned herein, Defendants had and have a policy or practice of
4 failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
5 Plaintiff and other Aggrieved Employees with documents signed to obtain or hold employment
6 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
7 under Labor Code section 1174, making it difficult for Plaintiff and other Aggrieved Employees to
8 calculate their unpaid wages and/or premium payments, to the detriment of Plaintiff and other
9 Aggrieved Employees.

10 At all relevant times mentioned herein, Defendants had and have a policy or practice of
11 failing to timely pay Plaintiff and other Aggrieved Employees, among other wages, all wages owed
12 as a result of Defendants' practice or policy of failing to pay, among other wages, overtime wages,
13 minimum wages, premium wages, paid time off and vacation time owed as required by Labor Code
14 sections 201, 202, and 203.

15 At all relevant times herein, Defendants had and have a policy or practice of failing to pay
16 Plaintiff and Aggrieved Employees their paid time off and vacation time owed upon separation of
17 employment as wages at their final rate of pay in violation of Labor Code section 227.3 and
18 applicable Wage Orders.

19 At all relevant times mentioned herein, Defendants have had a policy or practice of failing
20 and refusing, and continue to fail and refuse, to reimburse employees, including, without limitation,
21 Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal vehicles
22 (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits, separately
23 laundering mandatory uniforms, for the purchase and maintenance of cellular phones and cellular
24 phone plans, in direct consequence of the discharge of their duties, or of their obedience to the
25 directions of Defendants, as required by Labor Code 2802.

26 At all relevant times mentioned herein, Defendants have had a policy or practice of failing
27 to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
28 Protection Act of 2011) by, among other things, failing to provide Plaintiff and other Aggrieved

1 Employees with the rates of pay and overtime rates of pay applicable to their employment;
2 allowances claimed as part of the minimum wage; the regular payday designated by Defendants; the
3 name, address, and telephone number of the workers' compensation insurance carrier; information
4 regarding paid sick leave; and other pertinent information required to be disclosed by Defendants
5 under Labor Code section 2810.5.

6 At all relevant times mentioned herein, Defendants failed to provide Plaintiff and other
7 Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to
8 California law (including, without limitation Labor Code section 245, *et seq.*), and also did not
9 permit its use upon request as contemplated under California laws, to the detriment of Plaintiff and
10 all other Aggrieved Employees.

11 At all relevant times mentioned herein, Defendants have had a policy or practice of failing
12 to pay Plaintiff and Aggrieved Employees their wages in accordance with Labor Code Section 204,
13 which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar
14 month shall be paid for between the 16th and 26th day of the month during which the labor was
15 performed, and labor performed between the 16th and the last day, inclusive of any calendar month,
16 shall be paid for between the 1st and 10th day of the following month."

17 At all relevant times mentioned herein, Defendants had and have a policy or practice of
18 preventing Plaintiff and/or Aggrieved Employees from using or disclosing the skills, knowledge and
19 experience they obtained at Defendants for purposes of competing with Defendants, including,
20 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
21 a prospective employer, and from disclosing who else works at Defendants and under what
22 circumstances that they might be receptive to an offer from a rival employer. Plaintiff is informed
23 and believes that this policy and/or practice violates Business and Professions Code sections 17200,
24 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor
25 Code sections 232, 232.5, and 1197.5, subdivision (k).

26 Defendants had and have a policy or practice of preventing Plaintiff and/or other Aggrieved
27 Employees from disclosing violations of state and federal law, either within Defendants to their
28 managers or outside to private attorneys or government officials, among others, in violation of

1 Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5.
2 In addition, Plaintiff is informed and believes that Defendants' herein-described policies and/or
3 practices prevent Plaintiff and/or other Aggrieved Employees from disclosing information about
4 unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor
5 Code section 232 and 232.5.

6 Defendants had and have a policy or practice of preventing Plaintiff and/or other Aggrieved
7 Employees from engaging in lawful conduct during non-work hours, thus violating state statutes
8 entitling employees to disclose wages, working conditions, and illegal conduct, including, without
9 limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5, subdivision (k).
10 Plaintiff is informed and believes that this lawful conduct includes the exercise of Plaintiff's and/or
11 other Aggrieved Employee's constitutional rights of freedom of speech and economic liberty.

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

16 **PARTIES**

17 **A. Plaintiff**

18 Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff is
19 informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
20 exempt employee, with duties that included, but were not limited to, chauffeur, customer service,
21 and driving. Plaintiff is informed and believes that Plaintiff worked for Defendants from
22 approximately August of 2021 through at least March of 2023.

23 **B. Defendants**

24 Plaintiff is informed and believes and based thereon alleges that Defendant BLACK TIE
25 TRANSPORTATION, LLC is, and at all times relevant hereto was, a limited liability company
26 organized and existing under and by virtue of the laws of the State of California and doing business
27 in the County of Alameda, State of California.

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1 The true names and capacities, whether individual, corporate, associate, or otherwise, of
2 defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who
3 therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
4 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
5 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
6 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
7 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
8 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
9 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
10 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
11 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
12 include Black Tie, and any of their parent, subsidiary, or affiliated companies within the State of
13 California, as well as DOES 1 through 100 identified herein.

14 **JOINT LIABILITY ALLEGATIONS**

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

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

1 Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
2 the purported corporate existence of Black Tie, and DOES 1 through 50, inclusive (the “Alter Ego
3 Defendants”), they, and each of them, are one and the same with DOES 51 through 100 (“Individual
4 Defendants”), and each of them, due to, but not limited to, the following reasons:

5 The Alter Ego Defendants are completely dominated and controlled by the
6 Individual Defendants who personally committed the wrongful and illegal acts and violated the laws
7 as set forth in this Complaint, and who have hidden and currently hide behind the Alter Ego
8 Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or
9 inequitable purpose;

10 The Individual Defendants derive actual and significant monetary benefits by
11 and through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego Defendants as
12 the funding source for the Individual Defendants’ own personal expenditures;

13 Plaintiff is informed and believes, and thereon alleges, that the Individual
14 Defendants and the Alter Ego Defendants, while really one and the same, were segregated to appear
15 as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
16 accomplishing some other wrongful or inequitable purpose;

17 Plaintiff is informed and believes, and thereon alleges, that the business affairs
18 of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times mentioned
19 herein were, so mixed and intermingled that the same cannot reasonably be segregated, and the same
20 are inextricable confusion. The Alter Ego Defendants are, and at all relevant times mentioned herein
21 were, used by the Individual Defendants as mere shells and conduits for the conduct of certain of
22 their, and each of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
23 herein were, the alter egos of the Individual Defendants;

24 The recognition of the separate existence of the Individual Defendants from
25 the Alter Ego Defendants would promote injustice insofar that it would permit these defendants to
26 insulate themselves from liability to Plaintiff for violations to the Civil Code, Government Code,
27 and other statutory violations. The corporate existence of these defendants should thus be
28 disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud

1 and injustice to Plaintiff herein;

2 Accordingly, the Alter Ego Defendants constitute the alter ego of the
3 Individual Defendants (and vice versa), and the fiction of their separate corporate existence must be
4 disregarded.

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

7 **FIRST CAUSE OF ACTION**

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

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

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

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

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

24 At all relevant times herein, Defendants have had a consistent policy or practice of failing to
25 pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as per Labor
26 Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved
27 Employees are entitled to recover civil penalties for Defendants' violations of Labor Code section
28 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial

1 violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee for each
2 subsequent violation in connection with each payment that was made in violation of Labor Code
3 section 204.

4 Civil Penalties Under Labor Code § 226.3

5 Defendants had and have a policy or practice of failing to comply with Labor Code section
6 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees with
7 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
8 earned; the name and address of each employer with whom they have been placed to work; all
9 applicable hourly rates in effect during the pay period and the corresponding number of hours
10 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
11 entity securing the employer's services if the employer is a farm labor contractor; and other such
12 information as required by Labor Code section 226, subdivision (a).

13 Labor Code section 226.3 states that "[a]ny employer who violates subdivision (a) of Section
14 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee
15 per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation
16 in a subsequent citation, for which the employer fails to provide the employee a wage deduction
17 statement or fails to keep the records required in subdivision (a) of Section 226."

18 Labor Code section 226.3 further provides that "[t]he civil penalties provided for in this
19 section are in addition to any other penalty provided by law."

20 Plaintiff is informed and believes, and based thereon alleges, that Defendants had and have
21 a policy or practice of failing to furnish non-exempt employees, including, without limitation,
22 Plaintiff, with itemized wage statements that accurately reflect gross wages earned; total hours
23 worked; net wages earned; all deductions; all applicable hourly rates in effect and the corresponding
24 number of hours worked at each hourly rate in effect during the pay period; the legal name of the
25 employer and/or the name and address of the legal entity securing the employer's services if the
26 employer is a farm labor contractor; and other such information as required by Labor Code section
27 226, subdivision (a).

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

6 Violation of Labor Code § 558

7 Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person acting
8 on behalf of an employer who violates, or causes to be violated . . . any provision regulating hours
9 and days of work in any of the Industrial Welfare Commission" shall be subject to a civil penalty as
10 follows:

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

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

17 Wages recovered pursuant to this section shall be paid to the affected employee."

18 Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of
19 them, violated, or caused to be violated, the Labor Code sections described herein, including
20 causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime
21 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
22 regular payday designated by employer, the name of the employer, including any "doing business
23 as" names used, the name, address, and telephone number of the workers' compensation insurance
24 carrier, information regarding paid sick leave, and other pertinent information.

25 As a direct and proximate result of the herein-described Labor Code violations, pursuant to
26 Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover civil
27 penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars (\$50)
28 for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars (\$100)

1 for each Aggrieved Employee per pay period for each subsequent violation.

2 Violation of Labor Code § 1174.5

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

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

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

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

27 Plaintiff is informed and believes, and based thereon alleges, that Defendants have willfully
28 failed to keep adequate or accurate time records including wage statements and similar payroll

documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174.

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

Violation of Labor Code § 1197.1

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

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

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

Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee."

1 Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
2 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
3 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees' minimum wages for all
4 hours worked or otherwise under Defendants' control due to, without limitation, routinely failing to
5 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
6 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
7 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
8 entitling Plaintiff and other aggrieved Employees to actual and liquidated damages.

9 As a direct and proximate result of the herein-described Labor Code violations, pursuant to
10 Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to recover civil
11 penalties for Defendants' herein-described Labor Code violations in the amount one hundred dollars
12 (\$100) for each Aggrieved Employee per pay period for the initial violation, and two hundred and
13 fifty dollars (\$250) for each Aggrieved Employee per pay period for each subsequent violation.

14 Civil Penalties Under Labor Code § 2699

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

21 Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor Code
22 except those for which a civil penalty is specifically provided, the established civil penalty for a
23 violation of those provisions is as follows: if, at the time of the alleged violation, the person employs
24 one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee
25 per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee
26 per pay period for each subsequent violation.

27 Plaintiff is informed and believes, and based thereon alleges that Defendants, and each of
28 them, violated the Labor Code sections described herein, including, without limitation, for the

1 failure to: pay the rates of pay and overtime rates of pay applicable to their employment, allowances
2 claimed as part of the minimum wage, the regular payday designated by Defendants, the name of
3 the employer, including “doing business as” names used, the name, address, and telephone number
4 of the workers’ compensation insurance carrier, information regarding paid sick leave, and other
5 pertinent information required to be disclosed by Defendants under Labor Code section 2810.5,
6 failing to provide Plaintiff and other Aggrieved Employees with the amount of paid sick leave
7 required to be provided pursuant to California and local laws.

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

11 **REQUEST FOR JURY TRIAL**

12 Plaintiff hereby requests a trial by jury.

13 **PRAYER**

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

16 An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5,
17 1197.1, and 2699;

18 An award of reasonable attorneys’ fees and costs pursuant to Labor Code sections 210,
19 226.3, 558, 1174.5, 1197.1, and 2699;

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

21 D. For costs of suit incurred herein; and

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

23 Dated: March 5, 2024

BIBIYAN LAW GROUP, P.C.

24
25 BY: */s/ Bradley R. Fagnani*

26 DAVID D. BIBIYAN

JEFFREY D. KLEIN

BRADLEY R. FAGNANI

27 Attorneys for Plaintiff FARZAD AKBARPOUR, as an
28 aggrieved employee, and on behalf of all other
aggrieved employees