

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (Cal. Bar No. 287811)

david@tomorrowlaw.com

Jeffrey D. Klein (Cal. Bar No. 297296)

jeff@tomorrowlaw.com

Bijan Mohseni (Cal. Bar No. 338276)

bijan@tomorrowlaw.com

Katherine Willis (Cal. Bar No. 345772)

kate@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, ROSARIO LOPEZ, as an aggrieved employee,
and on behalf of all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

Plaintiff,

v.

COMMUNITY RESTAURANTS, INC., a
California corporation; GRANVILLE
GLENDALE, INC., a California corporation;
GRANVILLE RESTAURANT PARTNERS,
LLC, a California limited liability company;
GRANVILLE RESTAURANT PARTNERS
2, LLC, a California limited liability company;
GRANVILLE PASADENA, LLC, a
California limited liability company;
GRANVILLE MANAGEMENT GROUP,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Electronically FILED by
Superior Court of California,
County of Los Angeles
4/12/2024 10:17 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Ayala, Deputy Clerk

CASE NO.: **24STCV09221**

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**

DEMAND FOR JURY TRIAL

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

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

3 **JURISDICTION AND VENUE**

4 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
5 Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against COMMUNITY
6 RESTAURANTS, INC., a California corporation, and any of its respective subsidiaries or affiliated
7 companies within the State of California ("Community"), GRANVILLE GLENDALE, INC., a
8 California corporation, and any of its respective subsidiaries or affiliated companies within the State
9 of California ("Granville Glendale"); and GRANVILLE RESTAURANT PARTNERS, LLC, a
10 California limited liability company, and any of its respective subsidiaries or affiliated companies
11 within the State of California ("Granville Partners"); GRANVILLE RESTAURANT PARTNERS
12 2, LLC, a California limited liability company, and any of its respective subsidiaries or affiliated
13 companies within the State of California ("Granville Partners 2"); GRANVILLE PASADENA,
14 LLC, a California limited liability company, and any of its respective subsidiaries or affiliated
15 companies within the State of California ("Granville Pasadena"); GRANVILLE MANAGEMENT
16 GROUP, INC., a California corporation, and any of its respective subsidiaries or affiliated
17 companies within the State of California ("Granville Management") (collectively, and with DOES
18 1 through 100, as further defined below, "Defendants"), as a proxy of the Labor and Workforce
19 Development Agency of the State of California ("LWDA"), on behalf of Plaintiff and all other
20 current and former non-exempt employees of Defendants working within the Civil Penalty Period,
21 as further defined herein, and, as it pertains to the alleged claims for failure to comply with Labor
22 Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 227.3,
23 Labor Code section 245, *et seq.*, Labor Code section 2802, restraints on competition, whistleblowing
24 and freedom of speech on behalf of all employees of Defendants working within the Civil Penalty
25 Period (collectively, "Aggrieved Employees").

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

28 ///

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

10 4. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
11 Defendants during the applicable statutory period and suffered one or more of the Labor Code
12 violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term “civil
13 penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code
14 Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”) plus
15 reasonable attorneys’ fees and costs, for Plaintiff and all other aggrieved current and former
16 employees of Defendants during the Civil Penalty Period.

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

21 6. During the period beginning one (1) year preceding the provision of notice to the
22 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
23 Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226,
24 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197,
25 1197.1, 1197.5, 1198.5, 2699, 2802, 2810.3, and 2810.5, among others.

26 7. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
27 such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within
28 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures

1 specified in Labor Code section 2699.3.

2 8. On or around February 7, 2024, Plaintiff provided written notice pursuant to Labor
3 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants'
4 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
5 as well as by certified mail, with return receipt requested to Defendants, and each of them.

6 9. Plaintiff also provided Defendants, and each of them, with notice under Labor Code
7 section 2810.3, subdivision (d) that Plaintiff would seek to hold them liable for each other's wage
8 and hour violations under Labor Code section 2810.3 on February 7, 2024 by certified mail with
9 return receipt requested.

10 10. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
11 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
12 calendar days of the February 7, 2024 postmarked date of the herein-described notice sent by
13 Plaintiff to the LWDA and Defendants.

14 **PAGA REPRESENTATIVE ALLEGATIONS**

15 11. At all relevant times mentioned herein, Defendants had and have a policy or practice
16 of failing to pay overtime wages to Plaintiff and other Aggrieved Employees in the State of
17 California in violation of California state wage and hour laws as a result of, without limitation,
18 Plaintiff and other Aggrieved Employees working over eight (8) hours per day, forty (40) hours per
19 week, and/or seven (7) straight workdays in a workweek without paying them proper overtime
20 wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually
21 worked; engaging, suffering, or permitting employees to work off the clock, including, without
22 limitation, by requiring employees: to come early to work and leave late work without being able to
23 clock in for all that time, to complete pre-shift tasks before clocking in and post-shift tasks after
24 clocking out, to clock out for meal periods and continue working; detrimental rounding of employee
25 time entries; failing to include all forms of remuneration, including non-discretionary bonuses,
26 incentive pay, meal allowances, and other forms of remuneration into the regular rate of pay for the
27 pay periods where overtime was worked and the additional compensation was earned for the purpose
28 of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or

1 manipulation of time entries to show less hours than actually worked, for paying straight pay instead
2 of overtime pay, to the detriment of Plaintiff and other Aggrieved Employees.

3 12. At all relevant times mentioned herein, Defendants had and have a practice or policy
4 of failing to compensate Plaintiff and other Aggrieved Employees with minimum wages for all hours
5 worked or otherwise under Defendants' control as a result of, without limitation, failing to
6 accurately track and/or pay for all minutes actually worked; by requiring employees: to remain on-
7 call; to suffer under Defendants' control to complete pre-shift tasks before clocking in and post-shift
8 tasks after clocking out, to clock out for meal periods and continue working, to don and doff
9 uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make
10 phone calls off the clock; detrimental rounding of employee time entries, editing and/or
11 manipulation of time entries to show less hours than actually worked; failing to pay reporting time
12 pay; paid time off and vacation time owed; and failing to pay split shift premiums, to the detriment
13 of Plaintiff and other Aggrieved Employees.

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

24 14. At all relevant times mentioned herein, Defendants had and have a policy or practice
25 of failing to provide Plaintiff and other Aggrieved Employees paid, uninterrupted, timely, and
26 complete rest periods of at least ten (10) minutes per four (4) hours worked or major fractions
27 thereof, or compensation in lieu thereof, including, without limitation, by failing to provide rest
28 periods all together; requiring that they be bundled together and/or with meal periods; interrupting

1 them; requiring that employees carry cellular telephones or walkie-talkies during rest periods not
2 providing them in a timely fashion; and not permitting employees to leave the premises; and/or
3 otherwise requiring on-duty/on-call rest periods, as required by California wage and hour laws.

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

12 16. At all relevant times mentioned herein, Defendants had and have a policy or practice
13 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
14 Plaintiff and other Aggrieved Employees with 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, making it difficult for Plaintiff and other Aggrieved Employees to
17 calculate their unpaid wages and/or premium payments, to the detriment of Plaintiff and other
18 Aggrieved Employees.

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

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

28 ///

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

8 20. At all relevant times mentioned herein, Defendants have had a policy or practice of
9 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
10 Protection Act of 2011) by, among other things, failing to provide Plaintiff and other Aggrieved
11 Employees with the rates of pay and overtime rates of pay applicable to their employment;
12 allowances claimed as part of the minimum wage; the regular payday designated by Defendants; the
13 name, address, and telephone number of the workers' compensation insurance carrier; information
14 regarding paid sick leave; and other pertinent information required to be disclosed by Defendants
15 under Labor Code section 2810.5.

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

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

27 23. At all relevant times mentioned herein, Defendants had and have a policy or practice
28 of preventing Plaintiff and/or Aggrieved Employees from using or disclosing the skills, knowledge

1 and experience they obtained at Defendants for purposes of competing with Defendants, including,
2 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
3 a prospective employer, and from disclosing who else works at Defendants and under what
4 circumstances that they might be receptive to an offer from a rival employer. Plaintiff is informed
5 and believes that this policy and/or practice violates Business and Professions Code sections 17200,
6 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor
7 Code sections 232, 232.5, and 1197.5, subdivision (k).

8 24. Defendants had and have a policy or practice of preventing Plaintiff and/or other
9 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants
10 to their managers or outside to private attorneys or government officials, among others, in violation
11 of Business and Professions Code section 17200, and, thus, in violation of Labor Code section
12 1102.5. In addition, Plaintiff is informed and believes that Defendants' herein-described policies
13 and/or practices prevent Plaintiff and/or other Aggrieved Employees from disclosing information
14 about unsafe or discriminatory working conditions, or about wage and hour violations in violation
15 of Labor Code section 232 and 232.5.

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

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

27 ///

28 ///

1 **PARTIES**

2 **A. Plaintiff**

3 27. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
4 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
5 exempt employee, with duties that included, but were not limited to, greeting customers, managing
6 reservations, and customer service. Plaintiff is informed and believes that Plaintiff worked for
7 Defendants from approximately October 2022 through at least February 2023.

8 **B. Defendants**

9 28. Plaintiff is informed and believes and based thereon alleges that Defendant
10 COMMUNITY RESTAURANTS, INC. is, and at all times relevant hereto was, a corporation
11 organized and existing under and by virtue of the laws of the State of California and doing business
12 in the County of Los Angeles, State of California.

13 29. Plaintiff is informed and believes and based thereon alleges that Defendant
14 GRANVILLE GLENDALE, INC. is, and at all times relevant hereto was, a corporation organized
15 and existing under and by virtue of the laws of the State of California and doing business in the
16 County of Los Angeles, State of California.

17 30. Plaintiff is informed and believes and based thereon alleges that Defendant
18 GRANVILLE RESTAURANT PARTNERS, LLC is, and at all times relevant hereto was, a limited
19 liability company organized and existing under and by virtue of the laws of the State of California
20 and doing business in the County of Los Angeles, State of California.

21 31. Plaintiff is informed and believes and based thereon alleges that Defendant
22 GRANVILLE RESTAURANT PARTNERS 2, LLC is, and at all times relevant hereto was, a
23 limited liability company organized and existing under and by virtue of the laws of the State of
24 California and doing business in the County of Los Angeles, State of California.

25 32. Plaintiff is informed and believes and based thereon alleges that Defendant
26 GRANVILLE PASADENA, LLC is, and at all times relevant hereto was, a limited liability
27 company organized and existing under and by virtue of the laws of the State of California and doing
28 business in the County of Los Angeles, State of California.

33. Plaintiff is informed and believes and based thereon alleges that Defendant GRANVILLE MANAGEMENT GROUP, INC. is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of California and doing business in the County of Los Angeles, State of California.

34. 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. 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 Community, Granville Glendale, Granville Partners, Granville Partners 2, Granville Pasadena, Granville Management, and any of their parent, subsidiary, or affiliated companies within the State of California, as well as DOES 1 through 100 identified herein.

JOINT LIABILITY ALLEGATIONS

35. Plaintiff is informed and believes, and based thereon alleges, that at all 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.

36. 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 37. Plaintiff is informed and believes, and based thereon alleges, that despite the
7 formation of the purported corporate existence of Community, Granville Glendale, Granville
8 Partners, Granville Partners 2, Granville Pasadena, Granville Management and DOES 1 through 50,
9 inclusive (the "Alter Ego Defendants"), they, and each of them, are one and the same with DOES
10 51 through 100 ("Individual Defendants"), and each of them, due to, but not limited to, the following
11 reasons:

12 a. The Alter Ego Defendants are completely dominated and controlled by the
13 Individual Defendants who personally committed the wrongful and illegal acts and violated the laws
14 as set forth in this Complaint, and who have hidden and currently hide behind the Alter Ego
15 Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or
16 inequitable purpose;

17 b. The Individual Defendants derive actual and significant monetary benefits by
18 and through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego Defendants as
19 the funding source for the Individual Defendants' own personal expenditures;

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

24 d. Plaintiff is informed and believes, and thereon alleges, that the business affairs
25 of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times mentioned
26 herein were, so mixed and intermingled that the same cannot reasonably be segregated, and the same
27 are inextricable confusion. The Alter Ego Defendants are, and at all relevant times mentioned herein
28 were, used by the Individual Defendants as mere shells and conduits for the conduct of certain of

1 their, and each of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
2 herein were, the alter egos of the Individual Defendants;

3 e. The recognition of the separate existence of the Individual Defendants from
4 the Alter Ego Defendants would promote injustice insofar that it would permit these defendants to
5 insulate themselves from liability to Plaintiff for violations to the Civil Code, Government Code,
6 and other statutory violations. The corporate existence of these defendants should thus be
7 disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud
8 and injustice to Plaintiff herein;

9 f. Accordingly, the Alter Ego Defendants constitute the alter ego of the
10 Individual Defendants (and vice versa), and the fiction of their separate corporate existence must be
11 disregarded.

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

14 **FIRST CAUSE OF ACTION**

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

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

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

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

24 41. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
25 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
26 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
27 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
28 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For

1 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
2 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

3 42. At all relevant times herein, Defendants have had a consistent policy or practice of
4 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
5 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other
6 Aggrieved Employees are entitled to recover civil penalties for Defendants’ violations of Labor
7 Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for
8 each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee
9 for each subsequent violation in connection with each payment that was made in violation of Labor
10 Code section 204.

11 Civil Penalties Under Labor Code § 226.3

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

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

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

27 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
28 and have a policy or practice of failing to furnish non-exempt employees, including, without

1 limitation, Plaintiff, with itemized wage statements that accurately reflect gross wages earned; total
2 hours worked; net wages earned; all deductions; all applicable hourly rates in effect and the
3 corresponding number of hours worked at each hourly rate in effect during the pay period; the legal
4 name of the employer and/or the name and address of the legal entity securing the employer's
5 services if the employer is a farm labor contractor; and other such information as required by Labor
6 Code section 226, subdivision (a).

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

12 Violation of Labor Code § 558

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

- 17 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
18 pay period for which the employee was underpaid in addition to an amount sufficient
19 to recover underpaid wages;
- 20 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
21 employee for each pay period for which the employee was underpaid in addition to
22 an amount sufficient to recover underpaid wages;
- 23 (3) Wages recovered pursuant to this section shall be paid to the affected employee."

24 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
25 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
26 causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime
27 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
28 regular payday designated by employer, the name of the employer, including any "doing business

1 as” names used, the name, address, and telephone number of the workers’ compensation insurance
2 carrier, information regarding paid sick leave, and other pertinent information.

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

8 Violation of Labor Code § 1174.5

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

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

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

28 ///

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

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

56. 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

57. 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:

- (1) 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.
- (2) 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

1 employee is underpaid regardless of whether the initial violation is
2 intentionally committed. 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 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
6 Section 203, recovered pursuant to this section shall be paid to the affected
7 employee.”

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

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

22 Civil Penalties Under Labor Code § 2699

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

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

62. Plaintiff is informed and believes, and based thereon alleges that Defendants, and each of them, violated the Labor Code sections described herein, including, without limitation, for the failure to: pay the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Defendants, the name of the employer, including “doing business as” names used, the name, address, and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Defendants under Labor Code section 2810.5, failing to provide Plaintiff and other Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to California and local laws.

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

REQUEST FOR JURY TRIAL

64. Plaintiff hereby requests a trial by jury.

PRAYER

WHEREFORE, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays 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. Pre-judgment and post-judgment interest;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- D. For costs of suit incurred herein; and
- E. Such other and further relief as the Court deems just and proper.

Dated: April 11, 2024

BIBIYAN LAW GROUP, P.C.

BY: /s/ Katherine Willis
DAVID D. BIBIYAN
JEFFERY D. KLEIN
BIJAN MOHSENI
KATHERINE WILLIS
Attorneys for Plaintiff ROSARIO LOPEZ, as
an aggrieved employee, and on behalf of all
other aggrieved employees under the Labor
Code Private Attorneys’ General Act of 2004,