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By: L. Stewart Deputy

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Henry G. Glitz (Cal. Bar. No. 349815)

henry@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

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

Attorneys for Plaintiff, ALAN BILYEU, as an aggrieved employee,
and on behalf of all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

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

Plaintiff,

v.

ACCENTCARE, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: **25CV004648**

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 ALAN BILYEU (“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 **JURISDICTION AND VENUE**

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 ACCENTCARE, INC.,
7 a Delaware corporation, and any of its subsidiaries or affiliated companies within the State of
8 California (“ACCENTCARE”), as a proxy of the Labor and Workforce Development Agency of
9 the State of California (“LWDA”), on behalf of Plaintiff and all other current and former non-
10 exempt employees of Defendants working within the Civil Penalty Period, as further defined herein,
11 and, as it pertains to the alleged claims for failure to comply with the Labor Code. Specifically, in
12 connection with the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200,
13 201, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 205, 205.5, 210, 212, 221, 222, 223, 222.5, 226,
14 226.2, 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198,
15 1198.5, 1527, 3366, 3457, and 8397.4, Plaintiff seeks to represent all employees of ACCENTCARE,
16 DOES 1 through 100, and each of them, as well as their respective parents, subsidiaries and affiliates
17 (hereinafter, collectively, “Defendants”) working within three years preceding the date of this filing
18 and continuing past the date of this filing into perpetuity (“Civil Penalty Period”). On all other claims
19 mentioned herein, Plaintiff seeks to represent only non-exempt employees of Defendants working
20 within the Civil Penalty Period. Collectively, those employees shall be known as “Aggrieved
21 Employees” herein.

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

24 3. Venue is proper in Sacramento County, California pursuant to Code of Civil
25 Procedure sections 392, *et seq.* because, among other things, Sacramento County is where the causes
26 of action complained of herein arose; the county in which the employment relationship began; the
27 county in which performance of the employment contract, or part of it, between Plaintiff and
28 Defendants was due to be performed; the county in which the employment contract, or part of it,

1 between Plaintiff and Defendants was actually performed; and the county in which Defendants, or
2 some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff
3 and Aggrieved Employees in Sacramento County, and because Defendants employ Aggrieved
4 Employees in Sacramento County.

5 4. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
6 Defendants during the Civil Penalty Period and suffered the Labor Code violations set forth herein,
7 even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks
8 to recover civil penalties under the Labor Code Private Attorneys General Act of 2004, codified at
9 Labor Code section 2698, *et seq.* (“PAGA”), as amended, plus reasonable attorneys’ fees and costs,
10 for Plaintiff and all other current and former Aggrieved Employees of Defendants during the Civil
11 Penalty Period.

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

16 6. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
17 96, 98.6, 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 204.1, 204.2, 205, 205.5, 206.5,
18 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 226.7, 227.3, 231, 232, 232.5, 233, 235, 245, 246,
19 351, 353, 404, 432, 432.3, 432.5, 432.7, 432.8, 450, 510, 511, 512, 551, 552, 558, 1101, 1102,
20 1102.5, 1174, 1174.51182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1290, 1292, 1293, 1293.1,
21 1294.1, 1301, 1391, 1475, 1527, 1695.55, 1696.5, 1700.31, 1771, 1774, 1775, 1776, 1811, 1815,
22 1197.5, 2673, 2800, 2802, 2810.3, 2810.5, 2699, 3366, 3457, 49112, 49116, and 8397.4, among
23 others, California Code of Regulations, Title 8, Section 3395, Business and Professions Code
24 sections 16600, 16700, and 17200, Government Code section 12952, as well as applicable Wage
25 Orders.

26 7. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
27 such as Plaintiff, on behalf of Plaintiff and all other current and former Aggrieved Employees within
28 the Civil Liability 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 March 26, 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. To the extent Defendants, or any of them, previously used the notice and cure
7 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
8 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
9 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
10 conference process pursuant to section 2699.3(f).

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

15 11. In the event that Defendants, or any of them, is/are determined to have, prior to this
16 notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
17 and/or his counsel, adequately taken all reasonable steps to be in compliance with all provisions
18 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
19 2699(g)(1)-(3).

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

24 13. Plaintiff is further informed and believes that within five (5) years of any of
25 violations described above, the LWDA or a court has issued a finding or determination to the
26 Defendants, or either of them, that its/their policy or practice giving rise to such violations was
27 unlawful, and thus Defendants, or any of them, is/are further liable for civil penalties pursuant to
28 Labor Code section 2699(f)(2)(B)(i). Plaintiff is informed that Defendants, or any of them, was/were

1 found to have unlawfully committed some or all of the above-related Labor Code violations, and
2 thus is/are subject to increased penalties, as applicable, under Labor Code sections 2699(f)(2)(B)(i),
3 2699(g)(3) and 2699(h)(3), and is/are **not** eligible for reduced penalties under either Labor Code
4 sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of this notice.
5 Regardless, as the Defendants' conduct giving rise to the violations detailed herein was and is
6 malicious, fraudulent, and/or oppressive, Defendants thus are subject to increased penalties under
7 Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), are
8 **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying violations either
9 prior to or after Defendants' receipt of this notice.

10 14. 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 March 26, 2024, postmarked date of the herein-described notice sent by Plaintiff
13 to the LWDA and Defendants.

14 **PAGA REPRESENTATIVE ALLEGATIONS**

15 15. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
16 each of them, had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees
17 to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight
18 workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them
19 proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or
20 pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the
21 clock, including, without limitation, by requiring employees: to come early to work and leave late
22 work without being able to clock in for all that time, to suffer under Defendants' control due to long
23 lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking
24 out, to clock out for meal periods and continue working, to clock out for rest periods, to don and
25 doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to
26 make phone calls or drive off the clock, and/or go through security screenings and/or temperature
27 checks off the clock; failing to include all forms of remuneration, including non-discretionary
28 bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of

1 remuneration into the regular rate of pay for the pay periods where overtime was worked and the
2 additional compensation was earned for the purpose of calculating the overtime rate of pay;
3 detrimental rounding of employee time entries, editing and/or manipulation of time entries to show
4 less hours than actually worked, for paying straight pay instead of overtime pay, for failure to pay
5 overtime as required by Labor Code section 226.2, and by attempting but failing to properly
6 implement an alternative workweek schedule (“AWS”) (including, without limitation, by failing to
7 implement a written agreement designating the regularly scheduled alternative workweek in which
8 the specified number of work days and work hours are regularly recurring; failing to adopt the AWS
9 in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the
10 affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any
11 AWS election; and/or failing to register an AWS election with the State of California, as required
12 by Labor Code section 511 and applicable Wage Orders) all to the detriment of Plaintiff and other
13 Aggrieved Employees. Consequently, Plaintiff is informed and believes, and based thereon alleges,
14 that Defendants violated Labor Code sections 221, 222, 223, 226.2, 510, 511, 551, 552, 1194, 1198
15 (as it pertains to employees governed by a collective bargaining agreement [“CBA”]), 1811, 1815
16 and applicable Wage Orders based on its practice of providing total compensation that is less than
17 the required legal overtime compensation for the overtime worked, entitling Plaintiff and other
18 aggrieved employees to damages, including, without limitation, at least one hour of unpaid overtime
19 wages each day worked by each Aggrieved Employee during the Civil Penalty Period. Employee
20 further informed and believes, and based thereon alleges, that Employer’s conduct above gave rise
21 to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
22 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198
23 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be
24 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

25 16. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
26 each of them, had and have a practice or policy of failing to compensate Plaintiff and other
27 Aggrieved Employees with minimum wages for all hours worked or otherwise under Defendants’
28 control every day as a result of, without limitation, failing to accurately track and/or pay for all

1 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
2 including, without limitation, by requiring employees: to come early to work and leave late work
3 without being able to clock in for all that time, to suffer under Defendants' control due to long lines
4 for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out,
5 to clock out for meal periods and continue working, to clock out for rest periods, to don and doff
6 uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off
7 the clock, to store and retrieve personal belongings off the clock, to attend company meetings off
8 the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock;
9 detrimental rounding of employee time entries; failing to pay the minimum amounts required under
10 Labor Code section 226.2; editing and/or manipulation of time entries to show less hours than
11 actually worked; and failing to pay split shift premiums. In addition, Plaintiff and other Aggrieved
12 Employees were required to report to work, and did report, but were not put to work and/or were
13 furnished less than half their usual or scheduled day's work without being paid for half the usual or
14 scheduled work at their regular rate of pay. As such, Plaintiff is informed and believes, and based
15 thereon alleges, that Defendants violated, without limitation, Labor Code sections 221, 222 (as it
16 pertains to employees governed by a CBA), 223, 226.2, 1197, 1182.12, Cal. and applicable Wage
17 Orders based on its continued failure to pay minimum wages for all hours worked, that Plaintiff and
18 other Aggrieved Employees personally suffered these violations, and that Plaintiff and other
19 Aggrieved Employees are entitled to actual and liquidated damages under, without limitation, Labor
20 Code sections 1475, 1194, 1194.2, and 1198 to compensate them for at least one unpaid hour of
21 work per day for each Aggrieved Employee in the Civil Penalty Period. Plaintiff is further informed
22 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations
23 was malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties
24 pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1, 1198 and
25 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
26 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
28 and have a practice or policy of failing to compensate Plaintiff and other Aggrieved Employees with

1 minimum wages for all hours worked or otherwise under Defendants' control every day as a result
2 of, without limitation, failing to accurately track and/or pay for all minutes actually worked;
3 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
4 by requiring employees: to come early to work and leave late work without being able to clock in
5 for all that time, to suffer under Defendants' control due to long lines for clocking in, to complete
6 pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods
7 and continue working, to clock out for rest periods, to don and doff uniforms and/or safety
8 equipment off the clock, to undergo security checks and/or bag checks off the clock, to store and
9 retrieve personal belongings off the clock, to attend company meetings off the clock, to make phone
10 calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding of
11 employee time entries; editing and/or manipulation of time entries to show less hours than actually
12 worked; and failing to pay split shift premiums. In addition, Plaintiff and other Aggrieved
13 Employees were required to report to work, and did report, but were not put to work and/or were
14 furnished less than half their usual or scheduled day's work without being paid for half the usual or
15 scheduled work at their regular rate of pay. These acts and/or omissions violated Labor Code
16 sections 1771, 1774 and 1198, and, thus Defendants would be liable for civil penalties pursuant to
17 these sections and Labor Code section 2699, or injunctive relief under sections 2699(e)(1) and
18 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
19 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
20 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
22 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
23 Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours
24 per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
25 compensation in lieu thereof including, each workday, without limitation: by interrupting meal
26 periods; not providing timely meal periods; failing to provide first and second meal periods;
27 providing short meal periods, including without, limitation meal periods that were recorded for less
28 than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer

1 but in practice were shorter than thirty minutes due to time required to walk to and from a suitable
2 break area, time spent having to wait in line to clock back in, having to don and doff safety gear
3 during the meal period, having to undergo security or bag checks during the meal period, and /or
4 having to retrieve and store personal belongings during the meal period; requiring that employees
5 carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave
6 the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods
7 that could not be auto-deducted by law or during which employees worked. Plaintiff and other
8 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and
9 believes, and based thereon alleges, that Defendants violated Labor Code sections 221, 222 (as to
10 employees governed by a CBA), 223, 512 and 1198 each day for each Aggrieved Employee during
11 the Civil Penalty Period, and that, thus each Aggrieved Employee was owed one hour of premium
12 pay at their regular rate of pay for each day worked during the Civil Penalty Period under Labor
13 Code section 226.7. However, Plaintiff is informed and believes that those premium payments
14 under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either
15 at all or at the proper regular rate of pay. Defendants would thus be liable for civil penalties pursuant
16 to Labor Code sections 210 (for failure to timely pay these wages), 221, 222 (for employees
17 governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant
18 meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive
19 relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based
20 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
21 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
22 Code section 2699(f)(2)(B)(ii).

23 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
25 including, without limitation, work over four-hour periods (or major fractions thereof) without
26 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
27 and complete ten-minute rest periods in which the employees are completely relieved of all of their
28 duties, including, without limitation: by failing to provide rest periods all together; failing to provide

1 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
2 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
3 than ten uninterrupted minutes due to, without limitation, due to time required to walk to and from
4 a suitable break area, time spent having to don and doff safety gear during the rest period, having to
5 retrieve and store personal belongings during the rest period, and/or having to undergo security or
6 bag checks during the rest period, requiring that they be bundled together and/or with meal periods;
7 interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest
8 periods; not providing rest periods in a timely fashion; and not permitting employees to leave the
9 premises; and otherwise requiring on-duty/on-call rest periods. Plaintiff and other Aggrieved
10 Employees personally suffered these violations. Consequently, Plaintiff is informed and believes,
11 and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each
12 Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed
13 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period
14 under Labor Code section 226.7. However, Plaintiff is informed and believes that those premium
15 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
16 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
17 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
18 (for failure to timely pay these wages), 221, 222 (for employees governed by a CBA), 223, 558,
19 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to
20 provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1)
21 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
22 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
23 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

24 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 maintain policies or practices of failing to permit Employee and other Aggrieved Employees from
26 taking cooldown periods every day as required under California Code of Regulations, Title 8,
27 Section 3395; rest and recovery periods as required by Labor Code section 226.2; and premium pay
28 in lieu thereof under Labor Code section 226.7. Plaintiff and other Aggrieved Employees personally

1 suffered these violations. Consequently, Plaintiff is informed and believes, and based thereon
2 alleges, that Defendants violated California Code of Regulations, Title 8, Section 3395 each day for
3 each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was
4 owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA
5 Period under Labor Code section 226.7. In addition, for the failure each day of the PAGA Period
6 by Defendants to provide rest and recovery periods under Labor Code section 226.2, each Aggrieved
7 Employee was owed compensation at a regularly hourly rate that is no less than the higher of the
8 amounts set forth in Labor Code section 226.2(a)(3)(A)(i) or 226.2(a)(3)(A)(ii). However, Plaintiff
9 is informed and believes that those premium payments under Labor Code section 226.7, and rest
10 and recovery periods under Labor Code section 226.2(a)(3)(A) were not made for these non-
11 compliant cooldown periods and/or rest and recovery periods, either at all or at the proper rate of
12 pay, in violation of Labor Code sections 226.2, 226.7 and 1198. Defendants would thus be liable
13 for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221,
14 222 (for employees governed by a CBA), 223, 226.2, 558, 1198 and 2699 for both failing to
15 authorize the taking of compliant rest and recovery periods and/or cooldown and for failing to
16 provide adequate pay under Labor Code sections 226.2 and/or 226.7, or injunctive relief under
17 sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon
18 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
19 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
20 2699(f)(2)(B)(ii).

21 21. As a result of, among other things, Defendants' herein-described policy or practice
22 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
23 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
24 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
25 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
26 continues to fail to furnish Aggrieved Employees, including, without limitation, Plaintiff, with
27 itemized wage statements that accurately reflect: gross wages earned; total hours worked by the
28 employee; net wages earned; the inclusive dates of the period for which the employee is paid; the

1 name of the employee and only the last four digits of their social security number or an employee
2 identification number other than a social security number; all deductions; all applicable hourly rates
3 in effect during the pay period and the corresponding number of hours worked at each hourly rate
4 by the employee; the legal name and address Defendants (and, in the case of a farm labor contractor,
5 the name and address of the legal entity that secured the services of the employer); and other such
6 information as required by Labor Code section 226, subdivision (a) , as well as Labor Code section
7 226.2 to the extent it does not include for piece-rate work the information required therein including,
8 without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-
9 productive time and rest and recovery periods. Specifically, Defendants intentionally failed to
10 furnish employees with itemized wage statements that accurately reflect the hours worked by
11 Plaintiff and other Aggrieved Employees and the rates of pay at which they were or should have
12 been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to
13 reflect gross and net wages earned and paid at each rate, as well. Consequently, Plaintiff is informed
14 and believes, and based thereon alleges, that Defendants violated Labor Code sections 226, 226.2,
15 1696.5 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus
16 Plaintiff and each Aggrieved Employee personally suffered these violations and was owed penalties
17 under Labor Code section 226 and 226.2 for each pay period worked during the PAGA Period.
18 Plaintiff is informed and believes that those penalties under Labor Code section 226 were not paid
19 for these violations of Labor Code section 226. Defendants would thus be liable for civil penalties
20 pursuant to Labor Code sections 226.2, 226.3, 558, 1198, 1696.5 and 2699. Plaintiff is further
21 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
22 violations was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
23 penalties pursuant to Labor Code sections 226.2, 226.3, 558, and 2699, or injunctive relief under
24 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
25 Labor Code section 2699(f)(2)(B)(ii).

26 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
27 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
28 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,

1 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
2 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at
3 the proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes,
4 and based thereon alleges, that Defendants violated Labor Code sections 201, 201.5, 201.7, 202 203,
5 203.5 ,204a, 204.1, 204.2, 205, 205.5 and 1198 each pay period for each Aggrieved Employee
6 during the PAGA Period, and that, thus Plaintiff and each Aggrieved Employee personally suffered
7 these violations and was owed penalties under Labor Code section 203 (or, as applicable, 203.5,
8 204a, 204.1, 204.2, 205 and/or 205.5) for each pay period worked during the PAGA Period.
9 However, Plaintiff is informed and believes that those penalties under Labor Code section 203 (or
10 203.5 and/or 204a) were not made for these violations of Labor Code sections 201, 201.5, 201.7,
11 202, 203, 203.5, 204b, 204.1, 204.2, 205 and/or 205.5. Plaintiff is further informed and believes,
12 and based thereon alleges, that Defendants' conduct above gave rise to such violations was
13 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to
14 Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j).
15 Defendants would further be liable for civil penalties pursuant to Labor Code section
16 2699(f)(2)(B)(ii).

17 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 required or require the execution of a release of claim or right on account of wages due, or to become
19 due, or made as an advance on wages to be earned, including, without limitation, as a condition of
20 being paid, to execute a statement of the hours worked during a pay period in which Defendants
21 knew to be false. As such, Plaintiff is informed and believes, and based thereon alleges that
22 Defendants violated Labor Code sections 206.5 and 1198, and that Plaintiff and other Aggrieved
23 Employees have personally suffered these violations. Plaintiff is further informed and believes, and
24 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
25 fraudulent, or oppressive. Defendants would be liable for civil penalties pursuant to Labor Code
26 sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
27 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

28

1 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
2 or had a policy or practice of unlawfully deducting wages from Plaintiff and other Aggrieved
3 Employees, by issuing in payment of wages due, or to become due, or as an advance on wages to
4 be earned: (1) an order, check, draft, note, memorandum, gift card, or other acknowledgement of
5 indebtedness, (unless it was negotiable and payable in cash, on demand, without discount, at some
6 established place of business in the state), the name and address of which must but did not appear
7 on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must
8 be but was not at least 30 days, the maker or drawer did not have sufficient funds in, or credit,
9 arrangement, or understanding with the drawee for its payment; and/or (2) any scrip, coupon cards,
10 or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than
11 in money. Plaintiff is further informed and believes, and based thereon alleges, that such wages were
12 not compensated at the “regular rate” of compensation as provided under Labor Code sections 226.7
13 and 510, subsection (a), thus violating those Labor Code sections, as well as Labor Code section
14 1198. In addition, Plaintiff is informed and believes that Defendants, by these deductions and/or
15 otherwise, have caused wages earned by Plaintiff and Aggrieved Employees to be charged back or
16 kicked back to Defendants. Consequently, Plaintiff is informed and believes, and based thereon
17 alleges, that Plaintiff and other Aggrieved Employees have personally suffered violations under
18 these sections and are entitled to relief under, without limitation, Labor Code sections 212, 221, 222
19 (as it pertains to employees governed by a CBA), 223, 226.7, 246, 510 subsection (a), 1194, and
20 1197. Plaintiff is further informed and believes, and based thereon alleges, that Plaintiff’s conduct
21 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would thus
22 be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, 1198 and 2699, or
23 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
24 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

25 25. Plaintiff is further informed and believes, and based thereon alleges that Defendants
26 failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor
27 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
28 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay

1 applicable to their employment, allowances claimed as part of the minimum wage, the regular
2 payday designated by Defendants, the name of the employer, including any “doing business as”
3 names used, the name, address and telephone number of the workers’ compensation insurance
4 carrier, information regarding paid sick leave, and other pertinent information required to be
5 disclosed by Employer under Labor Code section 2810.5. Plaintiff is informed and believes that
6 failure to provide such information, including rates of pay that are in effect, has permitted
7 Defendants to pay employees at rates of pay that were not agreed upon and violate minimum wage
8 and overtime wage laws in California. Plaintiff is additionally informed and believes that the notice
9 requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury
10 reporting. Plaintiff is informed and believes that Defendants violated Labor Code sections 1198 and
11 2810.5. Plaintiff and other Aggrieved Employees personally suffered these violations. Plaintiff
12 further informed and believes, and based thereon alleges, that Defendants’ conduct above gave rise
13 to such violations was malicious, fraudulent, or oppressive. Among other relief, employees may
14 collect from Defendants in connection with these violations’ civil penalties pursuant to Labor Code
15 sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
16 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

17 26. Plaintiff is informed and believes, and based thereon alleges that Defendants also
18 failed and refused, and continues to fail and refuse, to reimburse employees, including, without
19 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal
20 vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits,
21 separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for
22 the purchase and maintenance of cellular phones and cellular phone plans, for pre-employment
23 medical, physical or drivers’ exams taken as a condition of employment, or for compelling or
24 coercing Plaintiff and Aggrieved Employees, including applicants, to patronize in the purchase of a
25 value or things, including, without limitation, Defendants’ product(s) and/or service(s), in direct
26 consequence of the discharge of their duties, or of their obedience to the directions of Defendants,
27 as required by Labor Code sections 222.5, 231, 450, 1198, 2800, 2802, and other statutory and
28 common law offenses. As a result, Plaintiff and other Aggrieved Employees have personally

1 suffered these violations and Defendants are liable to reimburse Plaintiff and other Aggrieved
2 Employees for these costs incurred in furtherance of work duties. Plaintiff is further informed and
3 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
4 malicious, fraudulent, or oppressive. In addition, Defendants would be liable for civil penalties
5 pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
6 and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
7 2699(f)(2)(B)(ii).

8 27. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
9 have or had a policy or practice of failing to reimburse deposits made, including uniform deposits
10 together with all interest owed at the separation of employment in violation of Labor Code sections
11 404 and 1198, that Plaintiff and other Aggrieved Employees personally suffered these violations,
12 and that Plaintiff and other Aggrieved Employees are entitled to damages in the amount of the
13 deposit and accrued interest. Plaintiff is further informed and believes, and based thereon alleges,
14 that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
15 oppressive. Defendants would also be liable for civil penalties under Labor Code sections 558, 1198
16 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be
17 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

18 28. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
19 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
20 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
21 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
22 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
23 the sick pay was not provided at the proper regular of pay as required under California law due to
24 failure to properly calculate the regular rate. Plaintiff is further informed and believes that
25 Defendants also did not permit its use upon request by Plaintiff and other Aggrieved Employees as
26 contemplated under California and local laws, including, without limitation, under Labor Code
27 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
28 without retaliation. Plaintiff is additionally informed and believes that the notice requirement of

1 Labor Code section 221, 222 (as it pertains to employees governed by a CBA), 223, 233, 234, 245
2 and 246 involves a mandatory payroll or workplace injury reporting. Plaintiff is thus informed and
3 believes that Defendants violated these Labor Code sections, as well as Labor Code section 1198.
4 As such, Plaintiff and other Aggrieved Employees have personally suffered violations under these
5 sections and Defendants would be liable for civil penalties for violation of the paid sick leave
6 regulations under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or
7 restitutionary relief, and reasonable attorneys' fees and costs. Defendants are further informed and
8 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
9 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
10 to Labor Code section 2699(f)(2)(B)(ii).

11 29. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
12 have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid time
13 off and vacation time owed upon separation of employment as wages at their final rate of pay in
14 violation of Labor Code sections 221, 222 (as it pertains to employees governed by a CBA), 223,
15 227.3 and applicable Wage Orders. Plaintiff is thus informed and believes that Defendants violated
16 these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiff and other
17 Aggrieved Employees have personally suffered these violations and Defendants would be liable for
18 civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and
19 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and
20 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
21 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
22 to Labor Code section 2699(f)(2)(B)(ii).

23 30. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
24 have a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor
25 Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive,
26 of any calendar month shall be paid for between the 16th and 26th day of the month during which
27 the labor was performed, and labor performed between the 16th and the last day, inclusive of any
28 calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff

1 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
2 and other Aggrieved Employees every day and every workweek in accordance with Labor Code
3 sections 204 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges that
4 Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees have
5 personally suffered these violations. Plaintiff further informed and believes, and based thereon
6 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
7 oppressive. Defendants would be liable for civil penalties pursuant to Labor Code sections 210,
8 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
9 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

10 31. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
11 have a policy of failing to provide all temporary workers, including without limitation, Plaintiff,
12 with owed wages weekly by not later than the regular payday of the following week. Plaintiff is
13 informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198.
14 As a result, pursuant to Labor Code section 201.3, Plaintiff and other Aggrieved Employees have
15 personally suffered violations thereto and Plaintiff would be liable for civil penalties pursuant to
16 Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
17 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
18 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
19 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

20 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
21 or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for
22 Plaintiff and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Plaintiff
23 and/or Aggrieved Employees on account of a gratuity, or required Plaintiff and/or Aggrieved
24 Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due
25 to the Plaintiff and/or Aggrieved Employees from the Defendants. In addition, Plaintiff is informed
26 and believes, and based thereon alleges, that Defendants permit and/or permitted patrons to pay
27 gratuities by credit card but failed to pay Plaintiff and/or Aggrieved Employees the full amount of
28 the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit

1 card payment processing fees that may be charged to the employer by the credit card company by
2 not later than the regular payday following the date the patron authorized the credit card. In addition,
3 Defendants failed to keep accurate records of all gratuities received by Defendants and made those
4 open to inspection at all reasonable hours. Plaintiff is informed and believes that this has resulted
5 in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor Code sections
6 351 and 353, Plaintiff and other Aggrieved Employees have personally suffered violations thereto
7 and Defendants would be liable for civil penalties pursuant to Labor Code sections 351, 353, 1198
8 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed
9 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations
10 was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties
11 pursuant to Labor Code section 2699(f)(2)(B)(ii).

12 33. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
13 have a policy or practice of failing to provide all working employees, including without limitation
14 Plaintiff, with suitable seats when the nature of the work reasonably permits the use of seats.
15 Plaintiff is further informed and believes, and based thereon alleges that Defendants have failed to
16 place an adequate number of seats in reasonable proximity to the work area and/or permitted
17 Plaintiff and other aggrieved employees to use such seats when it does not interfere with the
18 performance of their duties when employees are not engaged in the active duties of their
19 employment and the nature of their work requires standing. Plaintiff and other Aggrieved
20 Employees have personally suffered these violations. Plaintiff is informed and believes that this has
21 resulted in a violation of Labor Code section 1198. As a result, Plaintiff and other Aggrieved
22 Employees have personally suffered violations thereto and Defendants would be liable for civil
23 penalties under Labor Code sections 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 was malicious, fraudulent, or oppressive. Defendants
26 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 34. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
28 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or

1 disclosing the skills, knowledge and experience they obtained with Defendants for purposes of
2 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
3 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
4 from disclosing who else works with Defendants and under what circumstances that they might be
5 receptive to an offer from a rival employer. As such, Plaintiff is informed and believes that this
6 violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof,
7 various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5,
8 subdivision (k), and 1198, and that Plaintiff and other Aggrieved Employees have personally
9 suffered these violations. Plaintiff is further informed and believes, and based thereon alleges, that
10 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
11 Defendants would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or
12 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
13 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

14 35. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
15 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing
16 violations of state and federal law, either within Defendants to their managers or outside of
17 Defendants to private attorneys or government officials, among others, in violation of Business and
18 Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Plaintiff and
19 other Aggrieved Employees personally suffered these violations. In addition, Plaintiff is informed
20 and believes that these policies and/or practices prevent Plaintiff and other Aggrieved Employees
21 from disclosing information about unsafe or discriminatory working conditions, or about wage and
22 hour violations in violation of Labor Code sections 232, 232.5 and 1198. Plaintiff and other
23 Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these
24 violations would expose Defendants to liability for civil penalties pursuant to Labor Code sections
25 1198 and 2699, 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 was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
28 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 36. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
2 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in
3 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
4 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
5 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Plaintiff and other
6 Aggrieved Employees personally suffered these violations. Plaintiff is informed and believes that
7 this lawful conduct includes, without limitation, the exercise of Plaintiff and other Aggrieved
8 Employee's constitutional rights of freedom of speech and economic liberty and would thus expose
9 Defendant to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or
10 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
11 and based thereon alleges, that Defendants' conduct above gave rise to such violations was
12 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
13 to Labor Code section 2699(f)(2)(B)(ii).

14 37. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
15 have made, adopted, and/or enforced rules, regulations and/or policies that tend to forbid or prevent
16 Aggrieved Employees, including Plaintiff, from engaging or participating in politics and/or from
17 becoming a candidate for public office. Moreover, Plaintiff is informed and believes, and based
18 thereon alleges that Defendants coerced, influenced and/or attempted to coerce and/or influence
19 Plaintiff and other Aggrieved Employees, through or by means of threat of discharge and/or loss of
20 employment, to adopt or follow or refrain from adopting or following a particular course or line of
21 political action and/or political activity. Plaintiff is informed and believes, and based thereon alleges
22 that in doing so, Defendants have violated, without limitation, Labor Code sections 1101, 1102,
23 1102.5 and 1198. Plaintiff and other Aggrieved Employees personally suffered these violations and
24 are thus informed and believe that Defendants are exposed to liability for civil penalties pursuant to
25 Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
26 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above
27 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be
28 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
2 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
3 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and their
4 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
5 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
6 purported confidentiality agreements, purported severance agreements, or purported release
7 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or
8 Aggrieved Employees by Defendants. And, even more specifically, Plaintiff is informed and
9 believes, and based thereon alleges, that Defendants had and have a practice or policy of requiring
10 Plaintiff and other Aggrieved Employees to agree in writing to confidentiality policies that
11 unlawfully restrain trade by prohibiting employees from speaking with prospective employers about
12 their work with Defendants, including but not limited to their wages and working conditions.
13 Defendants also required Plaintiff and Aggrieved Employees to inform prospective employers of
14 Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work. As a result,
15 Employee is informed and believes that Employer violated Labor Code sections 432.5, 1700.31 and
16 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other
17 Aggrieved Employees personally suffered these violations, and that Defendants violated, without
18 limitation, Labor Code section 432.5 and Government Code section 12952, entitling Plaintiff and
19 other Aggrieved Employees to damages. Plaintiff is further informed and believes, and based
20 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
21 fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code
22 sections 432.5, 1198, 1700.31 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
23 Defendants would further be liable for civil penalties pursuant to Labor Code section
24 2699(f)(2)(B)(ii).

25 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
26 and have a practice or policy of conducting unlawful background checks on prospective and current
27 employees, including without limitation Plaintiff, prior to making a conditional offer. Plaintiff is
28 informed and believes, and based thereon alleges, that Defendants violated applicable laws by,

1 without limitation: requiring job applicants and employees to disclose their conviction history before
2 Defendants made a conditional offer of employment; inquiring into or considering the conviction
3 history of applicants before Defendants made any conditional offers of employment; considering,
4 distributing, or disseminating information about arrests not followed by conviction, referrals to or
5 participation in a pretrial or posttrial diversion program, convictions that have been sealed,
6 dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the
7 convicted person has received a full pardon or has been issued a certificate of rehabilitation, while
8 conducting conviction history background checks in connection with any applications for
9 employment; intending to deny an applicant a position of employment solely or in part because of
10 the applicant's conviction history; and asking applicants for employment to disclose, through any
11 written form or verbally, information concerning or related to an arrest, detention, processing,
12 diversion, supervision, adjudication, or court disposition that occurred while the person was subject
13 to the process and jurisdiction of the juvenile court, to the detriment of Employee and other
14 aggrieved employees. As such, Plaintiff is informed and believes, and based thereon alleges, that
15 Plaintiff and other Aggrieved Employees personally suffered these violations, as well as violation
16 of Labor Code section 1198, and that Defendants violated, without limitation, Labor Code sections
17 432.7 and 1198, as well as Government Code section 12952, entitling Plaintiff and other Aggrieved
18 Employees to damages. Plaintiff is further informed and believes, and based thereon alleges, that
19 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
20 Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8,
21 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
22 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

23 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
24 and have a practice or policy of relying on the salary history information of an applicant for
25 employment as a factor in determining whether to offer employment to an applicant or what salary
26 to offer the applicant in violation of Labor Code section 432.3 by including, on Defendants'
27 application for employment, an inquiry regarding current and/or former salary history information,
28 including, without limitation, compensation and benefits of the applicant for employment. Plaintiff

1 is informed and believes that this practice has resulted in unequal pay. Specifically, for this reason,
2 as well as for other reasons, Plaintiff is informed and believes, and based thereon alleges, that
3 Employer has failed to pay its employees at wage rates less than those paid to employees of the
4 opposite sex and/or another race or ethnicity for substantially similar work, when viewed as a
5 composite of skill, effort, and responsibility, and/or performed under similar working conditions
6 without sufficient legal rationale. Finally, Plaintiff is informed and believes, and based thereon
7 alleges that Employer has discharged and/or discriminated and/or retaliated against Plaintiff and
8 Aggrieved Employees by reason of an action taken by them to invoke or assist in the enforcement
9 of Labor Code section 1197.5. As such, Plaintiff is informed and believes, and based thereon
10 alleges, that Defendants violated, without limitation, Labor Code sections 432.3, 1102.5, 1197.5,
11 and 1198. Plaintiff also alleges that Plaintiff and other Aggrieved Employees personally suffered
12 these violations, and that Plaintiff and other Aggrieved Employees are entitled to damages. Plaintiff
13 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
14 to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for
15 civil penalties pursuant to Labor Code sections 432.3, 1198 and 2699, or injunctive relief under
16 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
17 Labor Code section 2699(f)(2)(B)(ii).

18 41. Plaintiff is informed and believes, and based thereon alleges that Defendants and
19 others in connection with the Defendants (including, without limitation, the owner of the property,
20 controller, and others in concert with the Defendants) employed, permitted and/or suffered to work
21 minors under the age of sixteen (16) years in connection with a manufacturing establishment or
22 other place of employment; in adjusting belts to machinery, sewing or lacing machine belts in a
23 workshop or factory, and/or oiling, wiping, cleaning machinery and/or assisting therewith; in
24 operating or assisting in operating machines, including circular or band saws, wood shapers, wood-
25 jointers, planers, sandpaper machinery, wood-polishing machinery, wood turning or boring
26 machinery, picker machines, machines used in picking wool, cotton, hair or other material, carding
27 machines, leather-burnishing machines, laundry machines, printing-presses, boring or drill presses,
28 stamping machines used in sheet-metal and tinware, in paper and leather manufacturing, in washer

1 and nut factories, metal or paper-cutting machines, paper-lace machines, corner-staying machines
2 in paper-box factories, corrugating rolls, dough brakes, cracker machinery, wire or iron
3 straightening or drawing machinery, rolling mill machinery, power punches or shears, washing,
4 grinding or mixing machinery, calendar rolls in paper and rubber manufacturing, steam boilers, and
5 others, even in or out of proximity to hazardous or unguarded belts, machinery or gearing; and in
6 occupations declared hazardous as set forth in Labor Code section 1293.1; all in violation of Labor
7 Code sections 1290, 1292, 1293, 1294.1 and 1301. In addition, Employee is informed and believes,
8 and based thereon alleges that Aggrieved Employees are covered by Labor Code section 1391,
9 Educational Code 49112 and Educational Code 49116. Plaintiff is informed and believes, and based
10 thereon alleges, that Defendants had and has a policy or practice of requiring Aggrieved Employees,
11 who are fifteen (15) years old or younger to work for more than eight (8) hours in one day of twenty-
12 four (24) hours, and/or more than forty (40) hours in one week, and/or before 7:00 a.m. or after 7:00
13 p.m. Plaintiff is further informed and believes, and based thereon alleges, that Defendants had and
14 have a policy or practice of, among other things, requiring its employees, who are fourteen (14) or
15 (15) years old to work, while school is in session, for more than three hours in any schoolday and/or
16 more than eighteen (18) hours in any week. Plaintiff is further informed and believes, and based
17 thereon alleges, that Defendants had and has a policy or practice of, among other things, requiring
18 its employees, who are sixteen (16) or seventeen (17) years old, to work for more than eight (8)
19 hours in one day, and/or more than 48 hours in one week, and/or before 5 a.m., and/or after 10 p.m.
20 on any day preceding a schoolday, and/or to work more than four (4) hours on a schoolday.
21 Accordingly, for violations of Labor Code section 1391, *et seq.*, As such, Plaintiff is informed and
22 believes, and based thereon alleges, that Defendants violated, without limitation, Labor Code
23 sections 1290, 1292, 1293, 1294.1 and 1301, 1391 and 1198. Plaintiff also alleges that Aggrieved
24 Employees personally suffered these violations, and that Aggrieved Employees are entitled to
25 damages. Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
26 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
27 would also be liable for civil penalties pursuant to Labor Code sections 1290, 1292, 1293, 1294.1
28 and 1301, 1391 and 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).

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

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

PARTIES

A. Plaintiff

43. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-exempt employee. Plaintiff is informed and believes that Plaintiff worked for Defendants from approximately September of 2023 through at least January of 2024.

B. Defendants

44. Plaintiff is informed and believes and based thereon alleges that defendant ACCENTCARE is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of Delaware and doing business in the County of Sacramento, State of California.

45. 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

1 include ACCENTCARE, and any of their parent, subsidiary, or affiliated companies within the State
2 of California, as well as DOES 1 through 100 identified herein.

3 **JOINT LIABILITY ALLEGATIONS**

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

9 47. All of the acts and conduct described herein of each and every corporate defendant
10 was duly authorized, ordered, and directed by the respective and collective defendant corporate
11 employers, and the officers and management-level employees of said corporate employers. In
12 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
13 their said employees, agents, and representatives, and each of them; and upon completion of the
14 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
15 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
16 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
17 aforementioned corporate employees, agents and representatives.

18 48. Plaintiff is informed and believes, and based thereon alleges, that despite the
19 formation of the purported corporate existence of ACCENTCARE, and DOES 1 through 50,
20 inclusive (the "Alter Ego Defendants"), they, and each of them, are one and the same with DOES
21 51 through 100 ("Individual Defendants"), and each of them, due to, but not limited to, the following
22 reasons:

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

28 b. The Individual Defendants derive actual and significant monetary benefits by

1 and through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego Defendants as
2 the funding source for the Individual Defendants' own personal expenditures;

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

7 d. Plaintiff is informed and believes, and thereon alleges, that the business affairs
8 of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times mentioned
9 herein were, so mixed and intermingled that the same cannot reasonably be segregated, and the same
10 are inextricable confusion. The Alter Ego Defendants are, and at all relevant times mentioned herein
11 were, used by the Individual Defendants as mere shells and conduits for the conduct of certain of
12 their, and each of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
13 herein were, the alter egos of the Individual Defendants;

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

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

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

25 50. Moreover, Plaintiff is informed and believes, and based thereon alleges, that
26 Individual Defendants, and each of them, are liable for the civil penalties, or some of them, described
27 herein because Individual Defendants, and each of them, caused or are otherwise contributed to the
28 violations described herein, or some of them.

1 **FIRST AND ONLY CAUSE OF ACTION**

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

3 51. 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 52. 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 53. 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 54. 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.

27 **Civil Penalties Under Labor Code § 226.3**

28 55. Defendants had and have a policy or practice of failing to comply with Labor Code

1 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
2 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
3 wages earned; the name and address of each employer with whom they have been placed to work;
4 all applicable hourly rates in effect during the pay period and the corresponding number of hours
5 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
6 entity securing the employer's services if the employer is a farm labor contractor; and other such
7 information as required by Labor Code section 226, subdivision (a) and/or Labor Code section 226.2
8 to the extent it does not include for piece-rate work the information required therein including,
9 without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-
10 productive time and rest and recovery periods

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

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

18 58. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
19 and have a policy or practice of failing to furnish Aggrieved Employees with itemized wage
20 statements as set forth in the preceding paragraphs.

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

26 Violation of Labor Code § 558

27 60. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
28 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating

1 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
2 penalty as follows:

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

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

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

10 61. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
11 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
12 causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime
13 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
14 regular payday designated by employer, the name of the employer, including any “doing business
15 as” names used, the name, address, and telephone number of the workers’ compensation insurance
16 carrier, information regarding paid sick leave, and other pertinent information.

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

22 Violation of Labor Code § 1174.5

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

1 or papers of the person.”

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

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

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

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

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

28 Violation of Labor Code § 1197.1

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

7 (1) For any initial violation that is intentionally committed, one hundred dollars
8 (\$100) for each underpaid employee for each pay period for which the
9 employee is underpaid. This amount shall be in addition to an amount
10 sufficient to recover underpaid wages, liquidated damages pursuant to Section
11 1194.2, and any applicable penalties imposed pursuant to Section 203.

12 (2) For each subsequent violation for the same specific offense, two hundred fifty
13 dollars (\$250) for each underpaid employee for each pay period for which the
14 employee is underpaid regardless of whether the initial violation is
15 intentionally committed. This amount shall be in addition to an amount
16 sufficient to recover underpaid wages, liquidated damages pursuant to Section
17 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

21 70. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
22 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
23 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ minimum wages for all
24 hours worked or otherwise under Defendants’ control due to, without limitation, routinely failing to
25 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
26 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
27 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
28 entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

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

Civil Penalties Under Labor Code § 2699

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

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

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

75. 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.

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

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210, 226.3, 558, 1174.5, 1197.1, and 2699;

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

C. Pre-judgment and post-judgment interest;

D. For costs of suit incurred herein; and

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

Dated: February 25, 2025

BIBIYAN LAW GROUP, P.C.

/s/ Henry G. Glitz

BY:

DAVID D. BIBIYAN

HENRY G. GLITZ

Attorneys for Plaintiff ALAN BILYEU, as an
aggrieved employee, and on behalf of all other
aggrieved employees under the Labor Code
Private Attorneys' General Act of 2004,