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as an aggrieved employee, and on behalf of all other

aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

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

Plaintiff,

v.

EL HOGAR COMMUNITY SERVICES,
INC., a California Nonprofit Corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: **25CV015396**

REPRESENTATIVE ACTION

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

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

1 Plaintiff SIMONE NICOLE PAULINE, 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'
6 General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against EL HOGAR
7 COMMUNITY SERVICES, INC, a California nonprofit corporation, and any of its respective
8 subsidiaries or affiliated companies within the State of California ("EL HOGAR") as a proxy of the
9 Labor and Workforce Development Agency of the State of California ("LWDA"), on behalf of
10 Plaintiff and all other current and former non-exempt employees of Defendants working within the
11 Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to
12 comply with the Labor Code. Specifically, in connection with the alleged claims for failure to
13 comply with Labor Code sections 96, 98.6, 201, 202, 203, 204, 210, 221, 223, 222.5, 226, 226.3,
14 227.3, 232, 232.5, 235, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, and 1198.5,
15 Plaintiff seeks to represent all employees of EL HOGAR, and each of them, DOES 1 through 100,
16 as well as their parents, subsidiaries and affiliates (hereinafter, collectively, "Defendants") working
17 within three years preceding the date of filing Notice with the LWDA and continuing past the
18 LWDA Notice filing date into perpetuity ("Civil Penalty Period"). On all other claims mentioned
19 herein, Plaintiff seeks to represent only non-exempt employees of Defendants working within the
20 Civil Penalty Period. Collectively, those employees shall be known as "Aggrieved Employees"
21 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 Defendant
26 maintains a place of business that employs a number of aggrieved employees and is a county in
27 which Defendant, or some of them, reside. Moreover, the unlawful acts alleged herein have a direct
28 effect on Aggrieved Employees in Sacramento County, and because Defendants employ Aggrieved

1 Employees in Sacramento County.

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

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

13 6. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
14 96, 98.6, 201, 201.3, 202, 203, 204, 206.5, 210, 221, 223, 222.5, 226, 226.3, 226.7, 227.3, 231, 232,
15 232.5, 233, 235, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 510, 512, 551, 552, 558, 1101, 1102,
16 1102.5, 1174, 1174.51182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1197.5, 2673, 2800, 2802,
17 2810.5, 2699, among others, California Code of Regulations, Title 8, Sections 1527, 3366, 3395,
18 3396, 3457, Business and Professions Code sections 16600, 16721, and 17200, Government Code
19 section 12952, as well as applicable Wage Orders.

20 7. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
21 such as Plaintiff, on behalf of Plaintiff and all other current and former Aggrieved Employees within
22 the Civil Liability Period, to bring a civil action to recover civil penalties pursuant to the procedures
23 specified in Labor Code section 2699.3.

24 8. On or around June 21, 2024, Plaintiff provided written notice pursuant to Labor Code
25 section 2699.3 online and by certified mail, with return receipt requested, of Defendants’ violation
26 of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as
27 by certified mail, with return receipt requested to Defendants, and each of them.

28 9. To the extent Defendants, or either of them, previously used the notice and cure

1 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
2 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
3 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
4 conference process pursuant to section 2699.3(f).

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

9 11. In the event that Defendants, or either of them, is/are determined to have, prior to
10 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
11 and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions
12 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
13 2699(g)(1)-(3).

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

18 13. Plaintiff is further informed and believes that within five (5) years of any of
19 violations described above, the LWDA or a court has issued a finding or determination to the
20 Defendants, or either of them, that its/their policy or practice giving rise to such violations was
21 unlawful, and thus Defendants, or any of them, is/are further liable for civil penalties pursuant to
22 Labor Code section 2699(f)(2)(B)(i). Plaintiff is informed that Defendants, or any of them,
23 was/were found to have unlawfully committed some or all of the above-related Labor Code
24 violations, and thus is/are subject to increased penalties, as applicable, under Labor Code sections
25 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are **not** eligible for reduced penalties under
26 either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the
27 serving of this notice. Regardless, as the Defendants' conduct giving rise to the violations detailed
28 herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased

1 penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and
2 2699(h)(3), are **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying
3 violations either prior to or after the Employer's receipt of this notice.

4 14. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
5 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
6 calendar days of the June 21, 2024 postmarked date of the herein-described notice sent by Plaintiff
7 to the LWDA and Defendants.

8 15. On or around August 29, 2024, Plaintiff provided an amended written notice pursuant
9 to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of
10 Defendants' violation of various, including the herein-described, provisions of the Labor Code, to
11 the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of
12 them.

13 16. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
14 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
15 calendar days of the August 29, 2024 postmarked date of the herein-described notice sent by
16 Plaintiff to the LWDA and Defendants.

17 **PAGA REPRESENTATIVE ALLEGATIONS**

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

1 make phone calls or drive off the clock, and/or go through security screenings and/or temperature
2 checks off the clock; failing to include all forms of remuneration, including non-discretionary
3 bonuses, incentive pay, meal allowances, and other forms of remuneration into the regular rate of
4 pay for the pay periods where overtime was worked and the additional compensation was earned
5 for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time
6 entries, editing and/or manipulation of time entries to show less hours than actually worked, for
7 paying straight pay instead of overtime pay, for failure to pay overtime as required by Labor Code
8 section 226.2 all to the detriment of Employee and other Aggrieved Employees. Consequently,
9 Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code
10 sections 221, 223, 510, 551, 552, 1194, 1198, and applicable Wage Orders based on its practice of
11 providing total compensation that is less than the required legal overtime compensation for the
12 overtime worked, entitling Employee and other aggrieved employees to damages, including, without
13 limitation, at least one hour of unpaid overtime wages each day worked by each Aggrieved
14 Employee during the Civil Penalty Period. Employee further informed and believes, and based
15 thereon alleges, that Employer's conduct above gave rise to such violations was malicious,
16 fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code
17 sections 210 (for failure to timely pay these wages), 558, 1198 and 2699, or injunctive relief under
18 sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to
19 Labor Code section 2699(f)(2)(B)(ii).

20 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
21 each of them, had and have a practice or policy of failing to compensate Plaintiff and other
22 Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's
23 control every day as a result of, without limitation, failing to accurately track and/or pay for all
24 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
25 including, without limitation, by requiring employees: to come early to work and leave late work
26 without being able to clock in for all that time, to suffer under Defendants' control due to long lines
27 for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out,
28 to clock out for meal periods and continue working, to clock out for rest periods, to don and doff

1 uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off
2 the clock, to store and retrieve personal belongings off the clock, to attend company meetings off
3 the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock;
4 detrimental rounding of employee time entries; failing to pay the minimum amounts required under
5 Labor Code section 226.2; editing and/or manipulation of time entries to show less hours than
6 actually worked; and failing to pay split shift premiums. In addition, Plaintiff and other Aggrieved
7 Employees were required to report to work, and did report, but were not put to work and/or were
8 furnished less than half their usual or scheduled day's work without being paid for half the usual or
9 scheduled work at their regular rate of pay. As such, Plaintiff is informed and believes, and based
10 thereon alleges, that Defendants violated, without limitation, Labor Code sections 221, 223, 1197,
11 1182.12, Cal. and applicable Wage Orders based on its continued failure to pay minimum wages for
12 all hours worked, that Plaintiff and other Aggrieved Employees personally suffered these violations,
13 and that Plaintiff and other Aggrieved Employees are entitled to actual and liquidated damages
14 under, without limitation, Labor Code sections 1194, 1194.2, and 1198 to compensate them for at
15 least one unpaid hour of work per day for each Aggrieved Employee in the Civil Penalty Period.
16 Employee further informed and believes, and based thereon alleges, that Defendants' conduct above
17 gave rise to such violations was malicious, fraudulent, or oppressive. Defendant would also be
18 liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages),
19 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendant
20 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
22 and have a practice or policy of failing to compensate Plaintiff and other Aggrieved Employees with
23 minimum wages for all hours worked or otherwise under Employer's control every day as a result
24 of, without limitation, failing to accurately track and/or pay for all minutes actually worked;
25 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
26 by requiring employees: to come early to work and leave late work without being able to clock in
27 for all that time, to suffer under Defendants' control due to long lines for clocking in, to complete
28 pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods

1 and continue working, to clock out for rest periods, to don and doff uniforms and/or safety
2 equipment off the clock, to undergo security checks and/or bag checks off the clock, to store and
3 retrieve personal belongings off the clock, to attend company meetings off the clock, to make phone
4 calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding of
5 employee time entries; editing and/or manipulation of time entries to show less hours than actually
6 worked; and failing to pay split shift premiums. In addition, Plaintiff and other Aggrieved
7 Employees were required to report to work, and did report, but were not put to work and/or were
8 furnished less than half their usual or scheduled day's work without being paid for half the usual or
9 scheduled work at their regular rate of pay. These acts and/or omissions violated Labor Code section
10 1198, and, thus Defendant would be liable for civil penalties pursuant to these sections and Labor
11 Code section 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further
12 informed and believes, and based thereon alleges, that Defendant's conduct above gave rise to such
13 violations was malicious, fraudulent, or oppressive. Defendant would further be liable for civil
14 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

15 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
16 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
17 Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours
18 per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
19 compensation in lieu thereof including, each workday, without limitation: by interrupting meal
20 periods; not providing timely meal periods; failing to provide first and second meal periods;
21 providing short meal periods, including without, limitation meal periods that were recorded for less
22 than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer
23 but in practice were shorter than thirty minutes due to time required to walk to and from a suitable
24 break area, time spent having to wait in line to clock back in, having to don and doff safety gear
25 during the meal period, having to undergo security or bag checks during the meal period, and /or
26 having to retrieve and store personal belongings during the meal period; requiring that employees
27 carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave
28 the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods

1 that could not be auto-deducted by law or during which employees worked. Plaintiff and other
2 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and
3 believes, and based thereon alleges, that Defendants violated Labor Code sections 221, 223, 512
4 and 1198 each day for each Aggrieved Employee during the Civil Penalty Period, and that, thus
5 each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each
6 day worked during the Civil Penalty Period under Labor Code section 226.7. However, Plaintiff is
7 informed and believes that those premium payments under Labor Code section 226.7 were not made,
8 either, for these non-compliant meal periods, either at all or at the proper regular rate of pay.
9 Defendant would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure
10 to timely pay these wages), 221, 223, 558, 1198 and 2699 for both failing to authorize the taking of
11 compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or
12 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and
13 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
14 fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor
15 Code section 2699(f)(2)(B)(ii).

16 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
18 including, without limitation, work over four-hour periods (or major fractions thereof) without
19 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
20 and complete ten-minute rest periods in which the employees are completely relieved of all of their
21 duties, including, without limitation: by failing to provide rest periods all together; failing to provide
22 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
23 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
24 than ten uninterrupted minutes due to, without limitation, due to time required to walk to and from
25 a suitable break area, time spent having to don and doff safety gear during the rest period, having to
26 retrieve and store personal belongings during the rest period, and/or having to undergo security or
27 bag checks during the rest period, requiring that they be bundled together and/or with meal periods;
28 interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest

1 periods; not providing rest periods in a timely fashion; and not permitting employees to leave the
2 premises; and otherwise requiring on-duty/on-call rest periods. Employee and other Aggrieved
3 Employees personally suffered these violations. Consequently, Plaintiff is informed and believes,
4 and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each
5 Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed
6 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period
7 under Labor Code section 226.7. However, Plaintiff is informed and believes that those premium
8 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
9 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
10 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
11 (for failure to timely pay these wages), 221, 223, 558, 1198 and 2699 for both failing to authorize
12 the taking of compliant rest periods and for failing to provide premium pay under Labor Code
13 section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
14 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
15 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
16 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

17 22. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
18 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
19 statements and similar payroll documents under Labor Code section 226, documents signed to
20 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
21 section 1198.5, time records under Labor Code section 1174, the names and addresses of all
22 employees employed and the ages of all minors under Labor Code section 1174, subsection (c),
23 payroll records showing the hours worked daily by and the wages paid to, and the number of piece-
24 rate units earned by, and applicable piece rate paid to, employees employed at the respective place
25 of employment under Labor Code section 1174, subsection (d), as well as the information required
26 to be kept under Labor Code sections 2673 making it difficult for Employee and other aggrieved
27 employees to calculate their unpaid wages and/or premium payments. Employer also failed to
28 provide these documents to Employee and other Aggrieved Employees upon request in violation of

1 these Labor Code sections, as well as Labor Code section 1198. Plaintiff and the Aggrieved
2 Employees personally suffered these violations, which in turn would entitle Plaintiff and other
3 Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants
4 would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, 1198, and 2699.
5 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above
6 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be
7 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

8 23. As a result of, among other things, Defendants' herein-described policy or practice
9 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
10 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
11 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
12 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
13 continues to fail to furnish Aggrieved Employees, including, without limitation, Plaintiff, with
14 itemized wage statements that accurately reflect: gross wages earned; total hours worked by the
15 employee; net wages earned; the inclusive dates of the period for which the employee is paid; the
16 name of the employee and only the last four digits of their social security number or an employee
17 identification number other than a social security number; all deductions; all applicable hourly rates
18 in effect during the pay period and the corresponding number of hours worked at each hourly rate
19 by the employee; the legal name and address Defendants (and, in the case of a farm labor contractor,
20 the name and address of the legal entity that secured the services of the employer); and other such
21 information as required by Labor Code section 226, subdivision (a), as well as Labor Code section
22 226.2 to the extent it does not include for piece-rate work the information required therein including,
23 without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-
24 productive time and rest and recovery periods. Specifically, Defendants intentionally failed to
25 furnish employees with itemized wage statements that accurately reflect the hours worked by
26 Plaintiff and other Aggrieved Employees and the rates of pay at which they were or should have
27 been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to
28 reflect gross and net wages earned and paid at each rate, as well. Consequently, Employee is

1 informed and believes, and based thereon alleges, that Employer violated Labor Code sections 226,
2 1696.5 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus
3 Employee and each Aggrieved Employee personally suffered these violations and was owed
4 penalties under Labor Code section 226 for each pay period worked during the PAGA Period.
5 Plaintiff is informed and believes that those penalties under Labor Code section 226 were not paid
6 for these violations of Labor Code section 226. Defendants would thus be liable for civil penalties
7 pursuant to Labor Code sections 226.2, 226.3, 558, 1198, 1696.5 and 2699. Plaintiff is further
8 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
9 violations was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
10 penalties pursuant to Labor Code sections 226.2, 226.3, 558, and 2699, or injunctive relief under
11 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
12 Labor Code section 2699(f)(2)(B)(ii).

13 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
14 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
15 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
16 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
17 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at
18 the proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes,
19 and based thereon alleges, that Defendants violated Labor Code sections 201, 202 203, 203.5 and
20 1198 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Plaintiff
21 and each Aggrieved Employee personally suffered these violations and was owed penalties under
22 Labor Code section 203 for each pay period worked during the PAGA Period. However, Plaintiff
23 is informed and believes that those penalties under Labor Code section 203 were not made for these
24 violations of Labor Code sections 201, 202, 203. Plaintiff is further informed and believes, and
25 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
26 fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor
27 Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j).

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

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

14 26. Plaintiff is further informed and believes, and based thereon alleges that Defendants
15 failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor
16 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
17 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
18 applicable to their employment, allowances claimed as part of the minimum wage, the regular
19 payday designated by Defendants, the name of the employer, including any "doing business as"
20 names used, the name, address and telephone number of the workers' compensation insurance
21 carrier, information regarding paid sick leave, and other pertinent information required to be
22 disclosed by Employer under Labor Code section 2810.5. Plaintiff is informed and believes that
23 failure to provide such information, including rates of pay that are in effect, has permitted
24 Defendants to pay employees at rates of pay that were not agreed upon and violate minimum wage
25 and overtime wage laws in California. Plaintiff is additionally informed and believes that the notice
26 requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury
27 reporting. Plaintiff is informed and believes that Defendants violated Labor Code sections 1198 and
28 2810.5. Plaintiff and other Aggrieved Employees personally suffered these violations. Plaintiff

1 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
2 to such violations was malicious, fraudulent, or oppressive. Among other relief, employees may
3 collect from Defendants in connection with these violations' civil penalties pursuant to Labor Code
4 sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
5 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

6 27. Plaintiff is informed and believes, and based thereon alleges that Defendants also
7 failed and refused, and continues to fail and refuse, to reimburse employees, including, without
8 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal
9 vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits,
10 separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for
11 the purchase and maintenance of cellular phones and cellular phone plans, for pre-employment
12 medical, physical or drivers' exams taken as a condition of employment, or for compelling or
13 coercing Plaintiff and Aggrieved Employees, including applicants, to patronize in the purchase of a
14 value or things, including, without limitation, Defendants' product(s) and/or service(s), in direct
15 consequence of the discharge of their duties, or of their obedience to the directions of Defendants,
16 as required by Labor Code sections 1198, 2800, 2802, and other statutory and common law
17 offenses. As a result, Plaintiff and other Aggrieved Employees have personally suffered these
18 violations and Defendants are liable to reimburse Plaintiff and other Aggrieved Employees for these
19 costs incurred in furtherance of work duties. Plaintiff further informed and believes, and based
20 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
21 fraudulent, or oppressive. In addition, Defendants would be liable for civil penalties pursuant to
22 Labor Code sections 558, 1198 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 28. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
26 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
27 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
28 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required

1 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
2 the sick pay was not provided at the proper regular of pay as required under California law due to
3 failure to properly calculate the regular rate. Plaintiff is further informed and believes that
4 Defendants also did not permit its use upon request by Plaintiff and other Aggrieved Employees as
5 contemplated under California and local laws, including, without limitation, under Labor Code
6 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
7 without retaliation. Plaintiff is additionally informed and believes that the notice requirement of
8 Labor Code section 221, 223, 233, 235, 245 and 246 involves a mandatory payroll or workplace
9 injury reporting. Plaintiff is thus informed and believes that Defendants violated these Labor Code
10 sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees
11 have personally suffered violations under these sections and Defendants would be liable for civil
12 penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699,
13 as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.
14 Defendants are further informed and believes, and based thereon alleges, that Defendants' conduct
15 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would
16 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

17 29. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
18 have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid time
19 off and vacation time owed upon separation of employment as wages at their final rate of pay in
20 violation of Labor Code sections 221, 223, 227.3 and applicable Wage Orders. Plaintiff is thus
21 informed and believes that Defendants violated these Labor Code sections, as well as Labor Code
22 section 1198. As such, Plaintiff and other Aggrieved Employees have personally suffered these
23 violations and Defendants would be liable for civil penalties for violation of Labor Code section
24 227.3 under Labor Code section 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
25 and 2699(k). 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 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

16 31. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
17 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or
18 disclosing the skills, knowledge and experience they obtained with Defendants for purposes of
19 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
20 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
21 from disclosing who else works with Defendants and under what circumstances that they might be
22 receptive to an offer from a rival employer. As such, Plaintiff is informed and believes that this
23 violates Business and Professions Code sections 17200, 16600 and 16721, and, by virtue thereof,
24 various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5,
25 subdivision (k), and 1198, and that Plaintiff and other Aggrieved Employees have personally
26 suffered these violations. Plaintiff is further informed and believes, and based thereon alleges, that
27 Defendants’ conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
28 Defendants would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or

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

3 32. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
4 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing
5 violations of state and federal law, either within Defendants to their managers or outside of
6 Defendants to private attorneys or government officials, among others, in violation of Business and
7 Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Plaintiff and
8 other Aggrieved Employees personally suffered these violations. In addition, Plaintiff is informed
9 and believes that these policies and/or practices prevent Plaintiff and other Aggrieved Employees
10 from disclosing information about unsafe or discriminatory working conditions, or about wage and
11 hour violations in violation of Labor Code sections 232, 232.5 and 1198. Plaintiff and other
12 Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these
13 violations would expose Defendants to liability for civil penalties pursuant to Labor Code sections
14 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
15 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
16 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
17 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

18 33. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
19 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in
20 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
21 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
22 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Plaintiff and other
23 Aggrieved Employees personally suffered these violations. Plaintiff is informed and believes that
24 this lawful conduct includes, without limitation, the exercise of Plaintiff and other Aggrieved
25 Employee's constitutional rights of freedom of speech and economic liberty and would thus expose
26 Defendant to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or
27 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and
28 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,

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

3 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
4 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
5 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and their
6 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
7 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
8 purported confidentiality agreements, purported severance agreements, or purported release
9 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or
10 Aggrieved Employees by Defendants. And, even more specifically, Plaintiff is informed and
11 believes, and based thereon alleges, that Defendants had and have a practice or policy of requiring
12 Plaintiff and other Aggrieved Employees to agree in writing to confidentiality policies that
13 unlawfully restrain trade by prohibiting employees from speaking with prospective employers about
14 their work with Defendants, including but not limited to their wages and working conditions.
15 Defendants also required Plaintiff and Aggrieved Employees to inform prospective employers of
16 Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work. As a result,
17 Employee is informed and believes that Employer violated Labor Code sections 432.5, 1700.31 and
18 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other
19 Aggrieved Employees personally suffered these violations, and that Defendants violated, without
20 limitation, Labor Code section 432.5 and Government Code section 12952, entitling Plaintiff and
21 other Aggrieved Employees to damages. Plaintiff further informed and believes, and based thereon
22 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
23 oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections
24 432.5, 1198, 1700.31 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
25 Defendants would further be liable for civil penalties pursuant to Labor Code section
26 2699(f)(2)(B)(ii).

27 35. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
28 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate

1 the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
2 Employees pursuant to PAGA.

3 **PARTIES**

4 **A. Plaintiff**

5 36. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
6 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
7 exempt employee. Plaintiff is informed and believes that Plaintiff worked for Defendants from
8 approximately September of 2022 through at least April of 2024.

9 **B. Defendants**

10 37. Plaintiff is informed and believes and based thereon alleges that defendant EL
11 HOGAR. is, and at all times relevant hereto was, a corporation organized and existing under and by
12 virtue of the laws of the State of California and doing business in the County of Sacramento, State
13 of California.

14 38. The true names and capacities, whether individual, corporate, associate, or otherwise,
15 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
16 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
17 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
18 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
19 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
20 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
21 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
22 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
23 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
24 other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall
25 include EL HOGAR, and any of their parent, subsidiary, or affiliated companies within the State of
26 California, as well as DOES 1 through 100 identified herein.

27 **JOINT LIABILITY ALLEGATIONS**

28 39. Plaintiff is informed and believes, and based thereon alleges, that at all times

1 mentioned herein, each of the defendants was the agent, principal, employee, employer,
2 representative, joint venture or co-conspirator of each of the other defendants, either actually or
3 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
4 employment, joint venture, and conspiracy.

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

14 41. Plaintiff is informed and believes, and based thereon alleges, that despite the
15 formation of the purported corporate existence of EL HOGAR and DOES 1 through 50, inclusive
16 (the "Alter Ego Defendants"), they, and each of them, are one and the same with DOES 51 through
17 100 ("Individual Defendants"), and each of them, due to, but not limited to, the following reasons:

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

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

26 c. Plaintiff is informed and believes, and thereon alleges, that the Individual
27
28

1 Defendants and the Alter Ego Defendants, while really one and the same, were segregated to appear
2 as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
3 accomplishing some other wrongful or inequitable purpose;

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

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

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

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

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

26 **FIRST AND ONLY CAUSE OF ACTION**

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

28 44. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the

1 preceding paragraphs as though fully set forth hereat.

2 Civil Penalties Under Labor Code § 210

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

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

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

24 Civil Penalties Under Labor Code § 226.3

25 48. Defendants had and have a policy or practice of failing to comply with Labor Code
26 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
27 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
28 wages earned; the name and address of each employer with whom they have been placed to work;

1 all applicable hourly rates in effect during the pay period and the corresponding number of hours
2 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
3 entity securing the employer's services if the employer is a farm labor contractor; and other such
4 information as required by Labor Code section 226, subdivision (a) and/or Labor Code section 226.2
5 to the extent it does not include for piece-rate work the information required therein including,
6 without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-
7 productive time and rest and recovery periods

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

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

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

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

23 Violation of Labor Code § 558

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

28 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each

1 pay period for which the employee was underpaid in addition to an amount sufficient
2 to recover underpaid wages;

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

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

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

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

19 Violation of Labor Code § 1174.5

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

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

1 all employees employed and the ages of all minors.”

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

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

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

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

25 Violation of Labor Code § 1197.1

26 62. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
27 person acting either individually or as an officer, agent, or employee of another person, who pays
28 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or

1 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
2 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
3 Section 203 as follows:

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

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

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

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

26 64. As a direct and proximate result of the herein-described Labor Code violations,
27 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
28 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one

1 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
2 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
3 subsequent violation.

4 Civil Penalties Under Labor Code § 2699

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

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

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

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

20 **PRAYER**

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

- 23 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
24 1174.5, 1197.1, and 2699;
- 25 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
26 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 27 C. For equitable, including, without limitation, injunctive relief;
- 28 C. Pre-judgment and post-judgment interest;

1 D. For costs of suit incurred herein; and

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

3 Dated: June 27, 2025

BIBIYAN LAW GROUP, P.C.

4
5 BY: 
6 MOLLY A. DESARIO
LAUREL N. HOLMES

7 Attorneys for Plaintiff SIMONE NICOLE
8 PAULINE, as an aggrieved employee, and on
9 behalf of all other aggrieved employees under
10 the Labor Code Private Attorneys' General
11 Act of 2004
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