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Attorneys for Plaintiff, JASMINE JAMILA MILLER,
as an aggrieved employee, and on behalf of all other
aggrieved employees

ELECTRONICALLY

FILED

*Superior Court of California,
County of San Francisco*

05/23/2025

Clerk of the Court

BY: SHENEQUA GLADNEY
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY SAN FRANCISCO

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

Plaintiff,

v.

SOUTH OF MARKET CHILD CARE, INC.,
a California nonprofit Corporation; and DOES
1 through 100, inclusive,

Defendants.

CASE NO.: **CGC-25-625632**

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 Jasmine Jamila Miller, 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 SOUTH OF
7 MARKET CHILD CARE, INC., a California corporation, and any of its respective subsidiaries or
8 affiliated companies within the State of California ("SOUTH OF MARKET"), 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 201, 201.3, 202, 203, 204, 206.5, 210, 222, 223, 226, 226.3, 226.7,
14 227.3, 232, 232.5, 245, 246, 404, 432, 432.5, 510, 512, 558, 1174.5, 1182.12, 1194, 1194.2, 1197,
15 1197.5, 1198, 1198.5, 1199, 2802, 2810.3, 2810.5, Plaintiff seeks to represent all employees of
16 SOUTH OF MARKET, DOES 1 through 100, as well as their parents, subsidiaries and affiliates
17 (hereinafter, collectively, "Defendants") working within three years preceding the date of this letter
18 and continuing past the date of this Letter into perpetuity ("Civil Penalty Period"). On all other
19 claims mentioned herein, Plaintiff seeks to represent only non-exempt employees of Defendants
20 working within the Civil Penalty Period. Collectively, those employees shall be known as
21 "Aggrieved 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 San Francisco County, California pursuant to Code of Civil
25 Procedure sections 392, *et seq.* because, among other things, San Francisco County is where the
26 causes of action complained of herein arose; the county in which the employment relationship
27 began; the county in which performance of the employment contract, or part of it, between Plaintiff
28 and Defendants was due to be performed; the county in which the employment contract, or part of

1 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
2 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff
3 and Aggrieved Employees in San Francisco County, and because Defendants employ Aggrieved
4 Employees in San Francisco 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
17 201, 201.3, 202, 203, 204, 206.5 210, 222, 223, 226, 226.3, 226.7, 227.3, 245, 246, 404, 432, 432.5,
18 510, 512, 558, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.5, 1198, 1198.5, 1199, 2699, 2802,
19 2810.3, 2810.5, among others, California Code of Regulations, Title 8, Sections 1527, 3366, 3395,
20 3396, 3457, 8397.4, Business and Professions Code sections 16600, 16700, and 17200, Government
21 Code section 12952, as well as applicable Wage Orders.

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

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

1 by certified mail, with return receipt requested to Defendants, and each of them.

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

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

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

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

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

24 **PAGA REPRESENTATIVE ALLEGATIONS**

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

1 proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or
2 pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the
3 clock, including, without limitation, by requiring employees: to come early to work and leave late
4 work without being able to clock in for all that time, to suffer under Employer's control due to pre-
5 shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods
6 and continue working, to clock out for rest periods, to attend company meetings off the clock, to
7 make phone calls off the clock; failing to include all forms of remuneration, including non-
8 discretionary bonuses, incentive pay, and other forms of remuneration into the regular rate of pay
9 for the pay periods where overtime was worked and the additional compensation was earned for the
10 purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries;
11 editing and/or manipulation of time entries to show less hours than actually worked, for paying
12 straight pay instead of overtime pay; for failure to pay overtime as required by Labor Code section
13 226.2;.. Consequently, Employee is informed and believes, and based thereon alleges, that
14 Employer violated Labor Code sections 222, 223, 510, 511, 551, 552, 1194, 1198, and applicable
15 Wage Orders based on its practice of providing total compensation that is less than the required
16 legal overtime compensation for the overtime worked, entitling Employee and other aggrieved
17 employees to damages, including, without limitation, at least one hour of unpaid overtime wages
18 each day worked by each Aggrieved Employee during the Civil Penalty Period. Employee further
19 informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such
20 violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties
21 pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699,
22 or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for
23 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

24 15. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
25 each of them, had and have a practice or policy of failing to compensate Plaintiff and other
26 Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's
27 control every day as a result of, without limitation, failing to accurately track and/or pay for all
28 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,

1 including, without limitation, by requiring employees: to come early to work and leave late work
2 without being able to clock in for all that time, to suffer under Defendants' control due to long lines
3 for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out,
4 to clock out for meal periods and continue working, to clock out for rest periods, to don and doff
5 uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make
6 phone calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding
7 of employee time entries; failing to pay the minimum amounts required under Labor Code section
8 226.2; and editing and/or manipulation of time entries to show less hours than actually worked. As
9 such, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated, without
10 limitation, Labor Code sections 223, 1182.12, 1197, Cal. and applicable Wage Orders based on its
11 continued failure to pay minimum wages for all hours worked, that Plaintiff and other Aggrieved
12 Employees personally suffered these violations, and that Plaintiff and other Aggrieved Employees
13 are entitled to actual and liquidated damages under, without limitation, Labor Code sections 1194,
14 1194.2, and 1198 to compensate them for at least one unpaid hour of work per day for each
15 Aggrieved Employee in the Civil Penalty Period. Employee further informed and believes, and
16 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
17 fraudulent, or oppressive. Plaintiff would also be liable for civil penalties pursuant to Labor Code
18 sections 210 (for failure to timely pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief
19 under sections 2699(e)(1) and 2699(k). Plaintiff would further be liable for civil penalties pursuant
20 to Labor Code section 2699(f)(2)(B)(ii).

21 16. 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; requiring that employees carry cellular
3 telephones or walkie-talkies during meal periods; not permitting employees to leave the premises;
4 otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not
5 be auto-deducted by law or during which employees worked. Plaintiff and other Aggrieved
6 Employees personally suffered these violations. Consequently, Plaintiff is informed and believes,
7 and based thereon alleges, that Defendants violated Labor Code sections 223, 512 and 1198 each
8 day for each Aggrieved Employee during the Civil Penalty Period, and that, thus each Aggrieved
9 Employee was owed one hour of premium pay at their regular rate of pay for each day worked
10 during the Civil Penalty Period under Labor Code section 226.7. However, Plaintiff is informed
11 and believes that those premium payments under Labor Code section 226.7 were not made, either,
12 for these non-compliant meal periods, either at all or at the proper regular rate of pay. Plaintiff
13 would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely
14 pay these wages), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant meal
15 periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief
16 under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon
17 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
18 oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section
19 2699(f)(2)(B)(ii).

20 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
22 including, without limitation, work over four-hour periods (or major fractions thereof) without
23 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
24 and complete ten-minute rest periods in which the employees are completely relieved of all of their
25 duties, including, without limitation: by failing to provide rest periods all together; failing to provide
26 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
27 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
28 than ten uninterrupted minutes due to, without limitation, interrupting them; requiring that

1 employees carry cellular telephones or walkie-talkies during rest periods; not providing rest periods
2 in a timely fashion; not permitting employees to leave the premises; and otherwise requiring on-
3 duty/on-call rest periods. Employee and other Aggrieved Employees personally suffered these
4 violations. Consequently, Plaintiff is informed and believes, and based thereon alleges, that
5 Defendants violated the applicable Wage Order(s) each day for each Aggrieved Employee during
6 the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at
7 their regular rate of pay for each day worked during the PAGA Period under Labor Code section
8 226.7. However, Plaintiff is informed and believes that those premium payments under Labor Code
9 section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper
10 regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Defendants would thus be
11 liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages),
12 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for
13 failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections
14 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that
15 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
16 Defendants would further be liable for civil penalties pursuant to Labor Code section
17 2699(f)(2)(B)(ii).

18 18. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
19 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
20 statements and similar payroll documents under Labor Code section 226; time records under Labor
21 Code section 1174; payroll records showing the hours worked daily by and the wages paid to
22 employees employed at the respective place of employment under Labor Code section 1174,
23 subsection (d), subdivision (a), making it difficult for Employee and other aggrieved employees to
24 calculate their unpaid wages and/or premium payments. Employer also failed to provide these
25 documents to Employee and other Aggrieved Employees upon request in violation of these Labor
26 Code sections, as well as Labor Code section 1198 and/or 1775, subdivision (b)(1). Plaintiff and
27 the Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiff
28 and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5.

1 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5,
2 1198, and 2699. Plaintiff is further informed and believes, and based thereon alleges, that
3 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
4 Defendants would further be liable for civil penalties pursuant to Labor Code section
5 2699(f)(2)(B)(ii).

6 19. As a result of, among other things, Defendants' herein-described policy or practice
7 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
8 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
9 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
10 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
11 continues to fail to furnish Aggrieved Employees, including, without limitation, Plaintiff, with
12 itemized wage statements that accurately reflect: gross wages earned; total hours worked by the
13 employee; net wages earned; the inclusive dates of the period for which the employee is paid; and
14 other such information as required by Labor Code section 226, subdivision (a). Specifically,
15 Defendants intentionally failed to furnish employees with itemized wage statements that accurately
16 reflect the hours worked by Plaintiff and other Aggrieved Employees and the rates of pay at which
17 they were or should have been paid (including due to failure to pay at the proper regular rate), thus
18 resulting in a failure to reflect gross and net wages earned and paid at each rate, as well.
19 Consequently, Employee is informed and believes, and based thereon alleges, that Employer
20 violated Labor Code sections 226 and 1198 each day for each Aggrieved Employee during the
21 PAGA Period, and that, thus Employee and each Aggrieved Employee personally suffered these
22 violations and was owed penalties under Labor Code section 226 for each pay period worked during
23 the PAGA Period. Plaintiff is informed and believes that those penalties under Labor Code section
24 226 were not paid for these violations of Labor Code section 226. Defendants would thus be liable
25 for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699. 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 also be liable for civil
28 penalties pursuant to Labor Code sections 226.3, 558, and 2699, or injunctive relief under sections

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

3 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
4 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
5 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
6 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
7 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at
8 the proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes,
9 and based thereon alleges, that Defendants violated Labor Code sections 201, 202, 203, and 1198
10 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Plaintiff and
11 each Aggrieved Employee personally suffered these violations and was owed penalties under Labor
12 Code section 203 for each pay period worked during the PAGA Period. However, Plaintiff is
13 informed and believes that those penalties under Labor Code section 203 were not made for these
14 violations of Labor Code sections 201, 202, and 203. Plaintiff is further informed and believes, and
15 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
16 fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor
17 Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j).
18 Defendants would further be liable for civil penalties pursuant to Labor Code section
19 2699(f)(2)(B)(ii).

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

1 sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
2 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

3 22. Plaintiff is informed and believes, and based thereon alleges that Defendants also
4 failed and refused, and continues to fail and refuse, to reimburse employees, including, without
5 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal
6 vehicles (*i.e.*, mileage and gas), and for the purchase and maintenance of cellular phones and cellular
7 phone plans in direct consequence of the discharge of their duties, or of their obedience to the
8 directions of Defendants, as required by Labor Code sections 222.5, 231, 450, 1198, 2800, 2802,
9 and other statutory and common law offenses. As a result, Plaintiff and other Aggrieved Employees
10 have personally suffered these violations and Defendants are liable to reimburse Plaintiff and other
11 Aggrieved Employees for these costs incurred in furtherance of work duties. Plaintiff further
12 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
13 violations was malicious, fraudulent, or oppressive. In addition, Defendants would be liable for
14 civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under
15 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
16 Labor Code section 2699(f)(2)(B)(ii).

17 23. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
18 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
19 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
20 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
21 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
22 the sick pay was not provided at the proper regular of pay as required under California law due to
23 failure to properly calculate the regular rate. Plaintiff is further informed and believes that
24 Defendants also did not permit its use upon request by Plaintiff and other Aggrieved Employees as
25 contemplated under California and local laws, including, without limitation, under Labor Code
26 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
27 without retaliation. Plaintiff is additionally informed and believes that the notice requirement of
28 Labor Code section 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace injury

1 reporting. Plaintiff is thus informed and believes that Defendants violated these Labor Code
2 sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees
3 have personally suffered violations under these sections and Defendants would be liable for civil
4 penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699,
5 as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.
6 Defendants are further informed and believes, and based thereon alleges, that Defendants' conduct
7 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would
8 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

21 25. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
22 have a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor
23 Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive,
24 of any calendar month shall be paid for between the 16th and 26th day of the month during which
25 the labor was performed, and labor performed between the 16th and the last day, inclusive of any
26 calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
27 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
28 and other Aggrieved Employees every day and every workweek in accordance with Labor Code

1 sections 204 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges that
2 Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees have
3 personally suffered these violations. Plaintiff further informed and believes, and based thereon
4 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
5 oppressive. Plaintiff would be liable for civil penalties pursuant to Labor Code sections 210, 558,
6 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff would further
7 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

18 27. 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 using or
20 disclosing the skills, knowledge and experience they obtained with Defendants for purposes of
21 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
22 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
23 from disclosing who else works with Defendants and under what circumstances that they might be
24 receptive to an offer from a rival employer. As such, Plaintiff is informed and believes that this
25 violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof,
26 various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5,
27 subdivision (k), and 1198, and that Plaintiff and other Aggrieved Employees have personally
28 suffered these violations. Plaintiff is further informed and believes, and based thereon alleges, that

1 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
2 Defendants would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or
3 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
4 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

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

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

9 **PARTIES**

10 **A. Plaintiff**

11 31. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
12 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
13 exempt employee. Plaintiff is informed and believes that Plaintiff worked for Defendants from
14 approximately November of 2022 through at least March of 2024.

15 **B. Defendants**

16 32. Plaintiff is informed and believes and based thereon alleges that defendant SOUTH
17 OF MARKET is, and at all times relevant hereto was, a nonprofit corporation organized and existing
18 under and by virtue of the laws of the State of California and doing business in the County of San
19 Francisco, State of California.

20 33. The true names and capacities, whether individual, corporate, associate, or otherwise,
21 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
22 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
23 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
24 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
25 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
26 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
27 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
28 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or

1 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
2 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
3 include SOUTH OF MARKET, and any of their parent, subsidiary, or affiliated companies within
4 the State of California, as well as DOES 1 through 100 identified herein.

5 **JOINT LIABILITY ALLEGATIONS**

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

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

20 36. Plaintiff is informed and believes, and based thereon alleges, that despite the
21 formation of the purported corporate existence of SOUTH OF MARKET and DOES 1 through 50,
22 inclusive (the “Alter Ego Defendants”), they, and each of them, are one and the same with DOES
23 51 through 100 (“Individual Defendants”), and each of them, due to, but not limited to, the following
24 reasons:

25 a. The Alter Ego Defendants are completely dominated and controlled by the
26 Individual Defendants who personally committed the wrongful and illegal acts and violated the laws
27 as set forth in this Complaint, and who have hidden and currently hide behind the Alter Ego
28

1 Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or
2 inequitable purpose;

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

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

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

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

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

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

28 38. Moreover, Plaintiff is informed and believes, and based thereon alleges, that

1 Individual Defendants, and each of them, are liable for the civil penalties, or some of them, described
2 herein because Individual Defendants, and each of them, caused or are otherwise contributed to the
3 violations described herein, or some of them.

4 **FIRST AND ONLY CAUSE OF ACTION**

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

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

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

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

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

21 42. At all relevant times herein, Defendants have had a consistent policy or practice of
22 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
23 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
24 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
25 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
26 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
27 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
28 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent

1 violation in connection with each payment that was made in violation of Labor Code section 204.

2 Civil Penalties Under Labor Code § 226.3

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

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

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

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

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

1 Violation of Labor Code § 558

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

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

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

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

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

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

25 Violation of Labor Code § 1174.5

26 51. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
27 every person employing labor in California to “[a]llow any member of the commission or the
28 employees of the Division of Labor Standards Enforcement free access to the place of business or

1 employment of the person to secure any information or make any investigation that they are
2 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
3 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
4 or papers of the person.”

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

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

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

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

27 56. As a direct and proximate result of the herein-described Labor Code violations,
28 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to

1 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
2 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

3 Violation of Labor Code § 1197.1

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

- 10 (1) For any initial violation that is intentionally committed, one hundred dollars
11 (\$100) for each underpaid employee for each pay period for which the
12 employee is underpaid. 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 (2) For each subsequent violation for the same specific offense, two hundred fifty
16 dollars (\$250) for each underpaid employee for each pay period for which the
17 employee is underpaid regardless of whether the initial violation is
18 intentionally committed. This amount shall be in addition to an amount
19 sufficient to recover underpaid wages, liquidated damages pursuant to Section
20 1194.2, and any applicable penalties imposed pursuant to Section 203.
- 21 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
22 Section 203, recovered pursuant to this section shall be paid to the affected
23 employee."

24 58. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
25 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
26 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees' minimum wages for all
27 hours worked or otherwise under Defendants' control due to, without limitation, routinely failing to
28 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of

1 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
2 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
3 entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

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

10 Civil Penalties Under Labor Code § 2699

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

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

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

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

26 **PRAYER**

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

- 1 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
2 1174.5, 1197.1, and 2699;
3 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
4 210, 226.3, 558, 1174.5, 1197.1, and 2699;
5 C. For equitable, including, without limitation, injunctive relief;
6 C. Pre-judgment and post-judgment interest;
7 D. For costs of suit incurred herein; and
8 E. Such other and further relief as the Court deems just and proper.

9 Dated: May 23, 2025

BIBIYAN LAW GROUP, P.C.

11 BY: /s/ Faik Yetgin

12 MOLLY A. DESARIO

13 FAIK YETGIN

14 Attorneys for Plaintiff JASMINE JAMILA
15 MILLER, as an aggrieved employee, and on
16 behalf of all other aggrieved employees under
17 the Labor Code Private Attorneys' General
18 Act of 2004
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