

BIBIYAN LAW GROUP, P.C.

Vedang Patel (Cal. Bar No. 328647)

vedang@tomorrowlaw.com

Brandon Chang (Cal. Bar No. 316197)

brandon@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

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

Attorneys for Plaintiff, TAVIA TIARA CRIGLER and
on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

TAVIA TIARA CRIGLER, an individual and
on behalf of all others similarly situated,

Plaintiff,

v.

HOPE THE MISSION, a California nonprofit
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 24STCV18856

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT FOR:**

1. CIVIL PENALTIES UNDER THE
LABOR CODE PRIVATE
ATTORNEYS' GENERAL ACT (2004)
FOR VIOLATIONS OF LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5,
1197.1, AND 2699, *et seq.*

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

Electronically Received 09/01/2026 11:34 AM

FILED
Superior Court of California
County of Los Angeles

09/01/2026

David W. Slayton, Executive Officer / Clerk of Court

By: T. Bivins Deputy

1 Plaintiff TAVIA TIARA CRIGLER (“Plaintiff”), on behalf of Plaintiff and all others
2 similarly situated, alleges as follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 This is a representative action, pursuant to the Labor Code Private Attorneys General Act of
6 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Hope the Mission, and any of
7 its respective subsidiaries or affiliated companies within the State of California (“HOPE” and
8 collectively, with DOES 1 through 100, as further defined below, “Defendants”) as a proxy of the
9 Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of
10 Plaintiff and Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically,
11 in connection with any alleged claims for failure to comply with Labor Code sections 201, 202, 203,
12 204, 210, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 233, 234, 245, 246, 432.5, 510, 512, 551,
13 552, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 2800, 2810.5,
14 2699, among others, Business and Professions Code section 17200, as well as applicable Wage
15 Orders, Plaintiff seeks to represent all current and former employees that worked for Defendants
16 during the PAGA Period. On all other claims mentioned herein, Plaintiff seeks to represent only non-
17 exempt current and former employees that worked for Defendants during the PAGA Period.
18 Collectively, these employees are herein referred to as “Aggrieved Employees.” The “PAGA Period”
19 refers to three years preceding the date notice was submitted to the LWDA, continuing past the date
20 of notice to the LWDA into perpetuity.

21 **PARTIES**

22 **A. Plaintiff**

23 Plaintiff TAVIA TIARA CRIGLER is a resident of the State of California. At all relevant
24 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed
25 Plaintiff as a non-exempt employee, with duties that included, but were not limited to, assisting clients,
26 and providing food, laundry, and hygiene packs for clients. Plaintiff is informed and believes, and
27 based thereon alleges, that Plaintiff TAVIA TIARA CRIGLER worked for Defendants from
28 approximately May of 2023 through approximately February of 2024.

1 **B. Defendants**

2 Plaintiff is informed and believes and based thereon alleges that defendant HOPE is, and at all
3 times relevant hereto was, a nonprofit corporation organized and existing under and by virtue of the
4 laws of the State of California and doing business in the County of Los Angeles, State of California.
5 At all relevant times herein, HOPE employed Plaintiff and similarly situated employees within the
6 State of California.

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

20 **JOINT LIABILITY ALLEGATIONS**

21 Plaintiff is informed and believes and based thereon alleges that all the times mentioned herein,
22 each of the Defendants was the agent, principal, employee, employer, representative, joint venture or
23 co-conspirator of each of the other defendants, either actually or ostensibly, and in doing the things
24 alleged herein acted within the course and scope of such agency, employment, joint venture, and
25 conspiracy.

26 All of the acts and conduct described herein of each and every corporate defendant was duly
27 authorized, ordered, and directed by the respective and collective defendant corporate employers, and
28 the officers and management-level employees of said corporate employers. In addition thereto, said

1 corporate employers participated in the aforementioned acts and conduct of their said employees,
2 agents, and representatives, and each of them; and upon completion of the aforesaid acts and conduct
3 of said corporate employees, agents, and representatives, the defendant corporation respectively and
4 collectively ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized, and otherwise
5 approved of each and all of the said acts and conduct of the aforementioned corporate employees,
6 agents and representatives.

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

9 **JURISDICTION**

10 Jurisdiction exists in the Superior Court of the State of California pursuant to Code of Civil
11 Procedure section 410.10.

12 Venue is proper in Los Angeles County, California pursuant to Code of Civil Procedure
13 sections 392, et seq. because, among other things, Los Angeles County is where the causes of action
14 complained of herein arose; the county in which the employment relationship began; the county in
15 which performance of the employment contract, or part of it, between Plaintiff and Defendants was
16 due to be performed; the county in which the employment contract, or part of it, between Plaintiff and
17 Defendants was actually performed; and the county in which Defendants, or some of them, reside.
18 Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Class Members in Los
19 Angeles County, and because Defendants employ numerous Class Members in Los Angeles County.

20 **PAGA REPRESENTATIVE ALLEGATIONS**

21 Plaintiff is an “Aggrieved Employee” under PAGA, as Plaintiff was employed by Defendants
22 during the PAGA Period and suffered the Labor Code violations set forth herein, even if not in the
23 precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks to recover civil
24 penalties under PAGA, plus reasonable attorneys’ fees and costs, for Plaintiff and all other Aggrieved
25 Employees of Defendants during the PAGA Period.

26 Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative action
27 permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v. Superior*
28

1 *Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the PAGA
2 allegations described herein is not required.

3 Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees such as
4 Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor
5 Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the PAGA
6 Period.

7 Pursuant to Labor Code section 2699.3, on or around June 21, 2024, Plaintiff provided written
8 notice of Defendants' violation of various provisions of the Labor Code to the LWDA online and by
9 certified mail, with return receipt requested, to Defendants ("PAGA Notice").

10 Pursuant to Labor Code section 2699.3, on or around August 29, 2024, Plaintiff provided an
11 amended written notice of Defendants' violation of various provisions of the Labor Code to the
12 LWDA online and by certified mail, with return receipt requested, to Defendants ("Amended PAGA
13 Notice").

14 Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide
15 notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar
16 days of the PAGA Notice or Amended PAGA Notice.

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

22 In the event that Defendants, or either of them, is/are determined to have satisfied sections
23 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have satisfied
24 sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to Labor Code
25 sections 2699(j), 2699(e)(2), and 2699(f)(2).

26 In the event that Defendants, or either of them, is/are determined to have, prior to this notice
27 or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff and/or
28 Plaintiff's counsel, adequately taken all reasonable steps to be in compliance with all provisions

1 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
2 2699(g)(1)-(3).

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

7 In the event, the LWDA and/or a court issued a finding or determination to the Defendants, or
8 either of them, that within five (5) years preceding the date of the PAGA Notice the policies or
9 practices which gave rise to the violations alleged herein were unlawful, Defendants, or any of them,
10 would be subject to heightened penalties pursuant to Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3)
11 and 2699(h)(3) and not eligible for reduced penalties under either Labor Code sections 2699(g) or
12 2699(h) for remedying violations either prior to or after the serving of the PAGA Notice. Regardless,
13 Plaintiff alleges Defendants' conduct giving rise to the violations as detailed herein was and is
14 malicious, fraudulent, and/or oppressive, particularly given, among other reasons, Defendants have
15 been sued for these violations in the past. Thus, Defendants, or any of them, are further subject to
16 increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack eligibility for reduced
17 penalties under either Labor Code sections 2699(g) or 2699(h).

18 **FACTUAL BACKGROUND**

19 Plaintiff is informed and believes, and based thereon alleges, that Defendants knew, or should
20 have known, that Plaintiff and Aggrieved Employees are entitled to receive wages for all time worked,
21 including regular, overtime, and double times wages, and that Plaintiff and Aggrieved Employees
22 were not receiving all wages owed for work that was required to be performed.

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

27 Upon information and belief, Defendants failed to accurately track and/or pay for all minutes
28 actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay. Defendants also

1 engaged, suffered, or permitted Aggrieved Employees to work off the clock, including, without
2 limitation, by requiring Plaintiff and Aggrieved Employees to; clock out for meal periods and continue
3 working. By way of example, Plaintiff and, upon information and belief, Aggrieved Employees,
4 regularly worked during meal periods due to interruptions from agents of Defendants.

5 In addition, Defendants failed to include all forms of remuneration, including non-
6 discretionary bonuses, and other forms of remuneration into the regular rate of pay during pay periods
7 where overtime was worked. Moreover, upon information and belief, Defendants detrimentally
8 rounded, edited and/or manipulated time entries so the hours recorded were less than the hours actually
9 worked.

10 Plaintiff is informed and believes, and based thereon alleges, that Defendants violated, without
11 limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable Wage Orders based
12 on its continued failure to pay minimum and overtime wages for all hours worked. Thus, Plaintiff and
13 other Aggrieved Employees are entitled to actual and liquidated damages under, without limitation,
14 Labor Code sections 1194, 1194.2, and 1198. Plaintiff is further informed and believes, and based
15 thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious,
16 fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code
17 sections 210 (for failure to timely pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief
18 under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant
19 to Labor Code section 2699(f)(2)(B)(ii).

20 Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of
21 them, had and have a policy or practice of compelling Plaintiff and other Aggrieved Employees during
22 the PAGA Period to work every day in excess of five (5) and ten (10) hours per day, without being
23 afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof.
24 By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful meal
25 periods by, without limitation, interrupting meal periods, and providing short meal periods. Plaintiff
26 and other Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is
27 informed and believes, and based thereon alleges, that Defendants violated Labor Code sections 512
28 and 1198 each day for each Aggrieved Employee during the PAGA Period, and thus each Aggrieved

1 Employee was owed one hour of premium pay at their regular rate of pay for each day worked during
2 the PAGA Period under Labor Code section 226.7. However, Plaintiff is informed and believes that
3 those premium payments under Labor Code section 226.7 were not made for these non-compliant
4 meal periods, either at all or at the proper regular rate of pay. Defendants would thus be liable for
5 civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198
6 and 2699 for both failing to authorize the taking of compliant meal periods and for failing to provide
7 premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and
8 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
9 conduct that gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
10 Defendants are further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

11 Plaintiff is informed and believes, and based thereon alleges, that Defendants maintain policies
12 or practices of compelling Plaintiff and other Aggrieved Employees every day to, including, without
13 limitation, work over four-hour periods (or major fractions thereof) without authorizing and
14 permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely, and complete ten-
15 minute rest periods in which the employees are completely relieved of all of their duties. By way of
16 example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful rest periods by,
17 without limitation, failing to provide rest periods all together, and otherwise requiring on-duty/on-call
18 rest periods. Plaintiff and other Aggrieved Employees personally suffered these violations.
19 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated
20 the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and
21 that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay
22 for each day worked during the PAGA Period under Labor Code section 226.7. However, Plaintiff is
23 informed and believes that those premium payments under Labor Code section 226.7 were not made,
24 either, for these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation
25 of Labor Code sections 226.7 and 1198. Defendants would thus be liable for civil penalties pursuant
26 to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing
27 to authorize the taking of compliant rest periods and for failing to provide premium pay under Labor
28 Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further

1 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
2 violations and was malicious, fraudulent, or oppressive. As such, Defendants are further liable for
3 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

4 As a result of, among other things, Defendants' herein-described policy or practice of failing
5 to: accurately record time; failing to pay overtime and minimum wages; failing to provide meal
6 periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or rest
7 periods, as described above, and due to independent failures in connection therewith, Plaintiff is
8 informed and believes, and based thereon alleges, that Defendants also intentionally failed and
9 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
10 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
11 inclusive dates of the period for which the employee is paid; the name of the employee and only the
12 last four digits of their social security number or an employee identification number other than a social
13 security number; all deductions; all applicable hourly rates in effect during the pay period and the
14 corresponding number of hours worked at each hourly rate by the employee; the legal name and
15 address of the employer, and other such information as required by Labor Code section 226,
16 subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized
17 wage statements that accurately reflect the hours worked by Plaintiff and other Aggrieved Employees
18 and the rates of pay at which they were or should have been paid (including due to failure to pay at
19 the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and paid at
20 each rate, as well. Consequently, Plaintiff is informed and believes, and based thereon alleges, that
21 Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved Employee
22 during the PAGA Period, and that, thus Plaintiff and each Aggrieved Employee personally suffered
23 these violations and was owed penalties under Labor Code section 226 for each pay period worked
24 during the PAGA Period. Plaintiff is informed and believes that those penalties under Labor Code
25 section 226 were not paid for these violations of Labor Code section 226. Defendants would thus be
26 liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699, or injunctive
27 relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based
28 thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious,

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

3 Plaintiff is informed and believes, and based thereon alleges, that Defendants also willfully or
4 intentionally failed and refused, and continue to fail and refuse, to timely pay compensation to Plaintiff
5 and other terminated or resigned employees, including but not limited to, failing to pay all overtime
6 wages owed, including for failure to pay at overtime the proper rate of pay; all minimum wages; all
7 premium pay owed; and all paid sick leave, as set forth above, among other things. Consequently,
8 Plaintiff is informed and believes, and based thereon alleges, that Defendants violated Labor Code
9 sections 201, 202, 203, and 1198 each pay period for each Aggrieved Employee during the PAGA
10 Period, and thus Plaintiff and each Aggrieved Employee personally suffered these violations and was
11 owed penalties under Labor Code section 203 for each pay period worked during the PAGA Period.
12 However, Plaintiff is informed and believes that those penalties under Labor Code section 203 were
13 not made for these violations of Labor Code sections 201, 202, and 203. Defendants would thus be
14 liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief
15 under sections 2699(e)(1) and 2699(j). Plaintiff is further informed and believes, and based thereon
16 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
17 oppressive. As such, Defendants would further be liable for civil penalties pursuant to Labor Code
18 section 2699(f)(2)(B)(ii).

19 Plaintiff is informed and believes, and based thereon alleges that Defendants had and have a
20 policy or practice of failing to pay Aggrieved Employees their wages in accordance with Labor Code
21 Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any
22 calendar month shall be paid for between the 16th and 26th day of the month during which the labor
23 was performed, and labor performed between the 16th and the last day, inclusive of any calendar
24 month, shall be paid for between the 1st and 10th day of the following month." Plaintiff is informed
25 and believes and based thereon alleges that Defendants did not and do not pay Plaintiff and other
26 Aggrieved Employees all wages owed every day and every workweek in accordance with Labor Code
27 sections 204 and 1198. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees have personally

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

6 Plaintiff is further informed and believes, and based thereon alleges, that Defendants have or
7 had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with all rights
8 afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code
9 section 245, *et seq.*, including, without limitation, the amount of paid sick leave required to be
10 provided pursuant to California and local laws. Plaintiff is further informed and believes that the sick
11 pay was not provided at the proper regular of pay as required under California law due to failure to
12 properly calculate the regular rate. Plaintiff is further informed and believes that Defendants also did
13 not permit its use upon request by Defendants and other Aggrieved Employees as contemplated under
14 California and local laws, including, without limitation, under Labor Code section 233, that permits
15 its use to attend to an illness of a child, parent, spouse, or domestic partner without retaliation. Plaintiff
16 is additionally informed and believes that the notice requirement of Labor Code section 221, 223, 233,
17 234, 245 and 246 involves a mandatory payroll or workplace injury reporting. Plaintiff is thus
18 informed and believes that Defendants violated these Labor Code sections, as well as Labor Code
19 section 1198. As such, Plaintiff and other Aggrieved Employees have personally suffered violations
20 under these sections and Defendants would be liable for civil penalties for violation of the paid sick
21 leave regulations under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or
22 restitutionary relief, and reasonable attorneys' fees and costs. Plaintiff further informed and believes,
23 and based thereon alleges, that Defendants' conduct above gave rise to such violations and was
24 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
25 to Labor Code section 2699(f)(2)(B)(ii).

26 In addition to the above, Plaintiff is informed and believes, and based thereon alleges that
27 Defendants failed and continue to fail to keep adequate or accurate time records including wage
28 statements and similar payroll documents under Labor Code section 226, documents signed to obtain

1 or hold employment under Labor Code section 432, personnel records under Labor Code section
2 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and other
3 Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiff and the
4 Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiff and
5 other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5.
6 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and
7 2699. Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct
8 above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would
9 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

10 Plaintiff is further informed and believes, and based thereon alleges that Defendants failed and
11 refused, and continue to fail and refuse, to comply with the notice requirements of Labor Code section
12 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide
13 Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay applicable to
14 their employment; any allowances claimed as part of the minimum wage; the regular payday
15 designated by Defendants; the name of the employer, including any "doing business as" names used
16 by the employer; the physical address of the employer's main office and the telephone number of the
17 employer; the name, address and telephone number of the workers' compensation insurance carrier;
18 information regarding paid sick leave; and other pertinent information required to be disclosed by
19 Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that Defendants'
20 failure to provide such information, including rates of pay that are in effect, has permitted Defendants
21 to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime
22 wage laws in California. Plaintiff is informed and believes that Defendants violated Labor Code
23 sections 1198 and 2810.5. Plaintiff and other Aggrieved Employees personally suffered these
24 violations. Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
25 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Among other
26 relief, employees may collect from Defendants in connection with these violations' civil penalties
27 pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
28

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

3 Plaintiff is informed and believes, and based thereon alleges that Defendants had and have a
4 policy or practice of preventing Plaintiff and other Aggrieved Employees from using or disclosing the
5 skills, knowledge and experience they obtained at Defendants for purposes of competing with
6 Defendants, including, without limitation, preventing Plaintiff and Aggrieved Employees from
7 disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who
8 else works at Defendants and under what circumstances that they might be receptive to an offer from
9 a rival employer. As such, Plaintiff is informed and believes that this violates Business and
10 Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the
11 Labor Code, including Labor Code sections 232, 232.5, 1197.5, subdivision (k), and 1198, and that
12 Plaintiff and other Aggrieved Employees have personally suffered these violations. Plaintiff is further
13 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
14 violations and was malicious, fraudulent, or oppressive. Defendants would be liable for civil penalties
15 pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
16 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
17 2699(f)(2)(B)(ii).

18 Plaintiff is informed and believes, and based thereon alleges that Defendants had and has a
19 policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing violations
20 of state and federal law, either within to their managers or outside to private attorneys or government
21 officials, among others, in violation of Labor Code section 1102.5. Plaintiff and other Aggrieved
22 Employees personally suffered these violations. In addition, Plaintiff is informed and believes that
23 these policies and/or practices prevent Plaintiff and other Aggrieved Employees from disclosing
24 information about unsafe or discriminatory working conditions, or about wage and hour violations in
25 violation of Labor Code sections 232, 232.5 and 1198. Plaintiff and other Aggrieved Employees
26 personally suffered these violations of the Labor Code, and as such, these violations would expose
27 Defendants to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive
28 relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based

1 thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious,
2 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
3 Code section 2699(f)(2)(B)(ii).

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

16 Plaintiff is informed and believes, and based thereon alleges, that Defendants, including their
17 agents, managers, superintendents, and/or officers, required Plaintiff and/or Aggrieved Employees to
18 agree, in writing, to terms and conditions known by Defendants (and its agents, managers,
19 superintendents and/or officers) to be prohibited by law, including, without limitation, terms known
20 to be illegal in purported arbitration agreements, purported confidentiality agreements, and other
21 written documents presented for signature and/or assent to Plaintiff and/or Aggrieved Employees by
22 Defendants. Defendants also required Plaintiff and Aggrieved Employees to inform prospective
23 employers of Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work. As
24 a result, Plaintiff is informed and believes that Defendants violated Labor Code sections 432.5 and
25 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other
26 Aggrieved Employees personally suffered these violations, and that Defendants violated, without
27 limitation, Labor Code section 432.5 and Government Code section 12952, entitling Plaintiff and
28 other Aggrieved Employees to damages. Plaintiff is further informed and believes, and based thereon

1 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
2 oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.5,
3 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
4 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

9 **FIRST AND ONLY CAUSE OF ACTION**

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

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

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

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

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

26 At all relevant times herein, Defendants have had a consistent policy or practice of failing to
27 pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as per Labor
28 Code section 204 including, without limitation, for the reasons and in a manner set forth in the

1 preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved
2 Employees are entitled to recover as civil penalties injunctive relief and monetary civil penalties in
3 the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per
4 employee, and two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of
5 the amount unlawfully withheld for each Aggrieved Employee for each subsequent violation in
6 connection with each payment that was made in violation of Labor Code section 204.

7 Civil Penalties Under Labor Code § 226.3

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

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

15 Plaintiff is informed and believes, and based thereon alleges, that Defendants had and have a
16 policy or practice of failing to comply with Labor Code section 226, subdivision (a) by intentionally
17 failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements that accurately
18 reflect gross wages earned; total hours worked; net wages earned; the name and address of each
19 employer with whom they have been placed to work; all applicable hourly rates in effect during the
20 pay period and the corresponding number of hours worked at each hourly rate; and other such
21 information as required by Labor Code section 226, subdivision (a).

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

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1 Violation of Labor Code § 558

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

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

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

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

13 Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of
14 them, violated, or caused to be violated, the Labor Code sections and Wage Orders regulating wages,
15 hours and days of work described herein, including but not limited to Labor Code sections 201-204,
16 223, 226.7, 510, 511, 512, 551, 552, 1182.12, 1194, 1197, and 1198.

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

22 Violation of Labor Code § 1174.5

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

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

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

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

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

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

26 Violation of Labor Code § 1197.1

27 Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other person acting
28 either individually or as an officer, agent, or employee of another person, who pays or causes to be

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

4 For any initial violation that is intentionally committed, one hundred dollars (\$100) for
5 each underpaid employee for each pay period for which the employee is underpaid.

6 This amount shall be in addition to an amount sufficient to recover underpaid wages,
7 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
8 pursuant to Section 203.

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

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

17 Plaintiff is informed and believes, and based thereon alleges, that Defendants caused Plaintiff
18 and Aggrieved Employees not to be paid minimum wages as a result of Defendants routinely failing
19 to accurately track and/or pay for all minutes actually worked by Plaintiff and Aggrieved Employees
20 at the proper rates of pay, as described above.

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

26 Civil Penalties Under Labor Code § 2699

27 Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other provision of
28 law, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by

1 the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for a
2 violation of the Labor Code may, as an alternative, be recovered through a civil action brought by an
3 Aggrieved Employee on behalf of himself or herself and other current or former employees pursuant
4 to the procedures specified in Labor Code section 2699.3.

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

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

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

14 **PRAYER**

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

- 17 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5,
18 1197.1, and 2699;
- 19 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
20 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 21 C. For equitable, including, without limitation, injunctive relief;
- 22 D. Pre-judgment and post-judgment interest;

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

Dated: July 10, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Brandon M. Chang
BRANDON M. CHANG

Attorneys for Plaintiff TAVIA TIARA CRIGLER,
and on behalf of all others similarly situated

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PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 1460 Westwood Boulevard, Los Angeles, CA 90024

On September 1, 2026, I caused a true and correct copy of the foregoing document(s) described as **FIRST AMENDED REPRESENTATIVE ACTION COMPLAINT** to be served by electronic transmission to the parties and/or counsel set forth in the below service list:

FISHER & PHILLIPS LLP
Lonnie D. Giamela (SBN 228435)
lgiamela@fisherphillips.com
Areen Babajanian (SBN 290130)
ababajanian@fisherphillips.com
444 South Flower Street, Suite 1500
Los Angeles, California 90071
Telephone: (213) 330-4500
Facsimile: (213) 330-4501

Attorneys for Defendant HOPE THE MISSION

☒ **BY CASE ANYWHERE:**

Based on the Court's Order regarding Electronic Service or an agreement by the parties to accept service by electronic transmission, I caused the document(s) described above to be electronically served to the persons at the e-mail address listed above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 1, 2026, at Los Angeles, California.



Lorie Gutierrez