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David W. Slayton,
Executive Officer/Clerk of Court,
By J. Sam, Deputy Clerk

Attorney for Plaintiff, RENE ODIR GONZALEZ ABARCA,
as an aggrieved employee, and on behalf of all other
aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

RENE ODIR GONZALEZ ABARCA, as an
aggrieved employee, and on behalf of all other
aggrieved employees under the Labor Code
Private Attorneys' General Act of 2004,

Plaintiff,

v.

R. SCOTT TUCKER & ASSOCIATES., a
California Corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: **25SM CV 03929**

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 RENE ODIR GONZALEZ ABARCA, as an aggrieved employee, and on behalf of
2 all other aggrieved employees under the Labor Code Private Attorneys' General Act of 2004, alleges
3 as 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 R. SCOTT
7 TUCKER & ASSOCIATES., a California corporation, and any of its respective subsidiaries or
8 affiliated companies within the State of and any of its respective subsidiaries or affiliated companies
9 within the State of California (Defendant's jointly are "RSTA") as a proxy of the Labor and
10 Workforce Development Agency of the State of California ("LWDA"), on behalf of Plaintiff and
11 all other current and former non-exempt employees of Defendants working within the Civil Penalty
12 Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with
13 the Labor Code. Specifically, in connection with the alleged claims for failure to comply with Labor
14 Code sections 96, 98.6, 201, 202, 203, 204, 210, 221, 223, 222.5, 226, 226.3, 227.3, 232, 232.5,
15 235, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, and 1198.5, Plaintiff seeks to
16 represent all employees of RSTA, and each of them, DOES 1 through 100, as well as their parents,
17 subsidiaries and affiliates (hereinafter, collectively, "Defendants") working within three years
18 preceding the date of filing Notice with the LWDA and continuing past the LWDA Notice filing
19 date into perpetuity ("Civil Penalty Period"). On all other claims mentioned herein, Plaintiff seeks
20 to represent only non-exempt employees of Defendants working within the Civil Penalty Period.
21 Collectively, those employees shall be known as "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 Los Angeles County, California pursuant to Code of Civil
25 Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where
26 Defendant maintains a place of business that employs a number of aggrieved employees at 1619 S
27 Bentley Ave. Los Angeles, CA 90025 and is a county in which Defendant, or some of them, reside.
28 Moreover, the unlawful acts alleged herein have a direct effect on Aggrieved Employees in Los

1 Angeles County, and because Defendants employ Aggrieved Employees in Los Angeles County.

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

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

13 6. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
14 96, 98.6, 201, 201.3, 202, 203, 204, 206.5, 210, 221, 223, 222.5, 226, 226.3, 226.7, 227.3, 231, 232,
15 232.5, 233, 235, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 510, 512, 551, 552, 558, 1101, 1102,
16 1102.5, 1174, 1174.5, 1182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1197.5, 2673, 2800, 2802,
17 2810.5, 2699, among others, California Code of Regulations, Title 8, Sections 1527, 3366, 3395,
18 3396, 3457, Business and Professions Code sections 16600, 16721, and 17200, Government Code
19 section 12952, as well as applicable Wage Orders.

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

24 8. On or around August 23, 2024, Plaintiff provided written notice pursuant to Labor
25 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants’
26 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
27 as well as by certified mail, with return receipt requested to Defendants, and each of them.

28 9. Plaintiff also provided Defendants, and each of them, with notice under Labor Code

1 section 2810.3, subdivision (d) that Plaintiff would seek to hold them liable for each other's wage
2 and hour violations under Labor Code section 2810.3 on August 23, 2024 by certified mail with
3 return receipt requested.

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

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

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

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

22 14. Plaintiff is further informed and believes that within five (5) years of any of
23 violations described above, the LWDA or a court has issued a finding or determination to the
24 Defendants, or either of them, that its/their policy or practice giving rise to such violations was
25 unlawful, and thus Defendants, or any of them, is/are further liable for civil penalties pursuant to
26 Labor Code section 2699(f)(2)(B)(i). Plaintiff is informed that Defendants, or any of them,
27 was/were found to have unlawfully committed some or all of the above-related Labor Code
28 violations, and thus is/are subject to increased penalties, as applicable, under Labor Code sections

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

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

12 **PAGA REPRESENTATIVE ALLEGATIONS**

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

1 entries, editing and/or manipulation of time entries to show less hours than actually worked, for
2 paying straight pay instead of overtime pay, for failure to pay overtime as required by Labor Code
3 section 226.2 all to the detriment of Employee and other Aggrieved Employees. Consequently,
4 Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code
5 sections 221, 223, 510, 551, 552, 1194, 1198, 1811, 1815 and applicable Wage Orders based on its
6 practice of providing total compensation that is less than the required legal overtime compensation
7 for the overtime worked, entitling Employee and other aggrieved employees to damages, including,
8 without limitation, at least one hour of unpaid overtime wages each day worked by each Aggrieved
9 Employee during the Civil Penalty Period. Employee further informed and believes, and based
10 thereon alleges, that Employer's conduct above gave rise to such violations was malicious,
11 fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code
12 sections 210 (for failure to timely pay these wages), 558, 1198 and 2699, or injunctive relief under
13 sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to
14 Labor Code section 2699(f)(2)(B)(ii).

15 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
16 each of them, had and have a practice or policy of failing to compensate Plaintiff and other
17 Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's
18 control every day as a result of, without limitation, failing to accurately track and/or pay for all
19 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
20 including, without limitation, by requiring employees: to come early to work and leave late work
21 without being able to clock in for all that time, to suffer under Defendants' control due to long lines
22 for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out,
23 to clock out for meal periods and continue working, to clock out for rest periods, to don and doff
24 uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off
25 the clock, to store and retrieve personal belongings off the clock, to attend company meetings off
26 the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock;
27 detrimental rounding of employee time entries; failing to pay the minimum amounts required under
28 Labor Code section 226.2; editing and/or manipulation of time entries to show less hours than

1 actually worked; and failing to pay split shift premiums. In addition, Plaintiff and other Aggrieved
2 Employees were required to report to work, and did report, but were not put to work and/or were
3 furnished less than half their usual or scheduled day's work without being paid for half the usual or
4 scheduled work at their regular rate of pay. As such, Plaintiff is informed and believes, and based
5 thereon alleges, that Defendants violated, without limitation, Labor Code sections 221, 223, 1197,
6 1182.12, Cal. and applicable Wage Orders based on its continued failure to pay minimum wages for
7 all hours worked, that Plaintiff and other Aggrieved Employees personally suffered these violations,
8 and that Plaintiff and other Aggrieved Employees are entitled to actual and liquidated damages
9 under, without limitation, Labor Code sections 1194, 1194.2, and 1198 to compensate them for at
10 least one unpaid hour of work per day for each Aggrieved Employee in the Civil Penalty Period.
11 Employee further informed and believes, and based thereon alleges, that Defendants' conduct above
12 gave rise to such violations was malicious, fraudulent, or oppressive. Plaintiff would also be liable
13 for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558,
14 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff would
15 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

16 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
17 and have a practice or policy of failing to compensate Plaintiff and other Aggrieved Employees with
18 minimum wages for all hours worked or otherwise under Employer's control every day as a result
19 of, without limitation, failing to accurately track and/or pay for all minutes actually worked;
20 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
21 by requiring employees: to come early to work and leave late work without being able to clock in
22 for all that time, to suffer under Defendants' control due to long lines for clocking in, to complete
23 pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods
24 and continue working, to clock out for rest periods, to don and doff uniforms and/or safety
25 equipment off the clock, to undergo security checks and/or bag checks off the clock, to store and
26 retrieve personal belongings off the clock, to attend company meetings off the clock, to make phone
27 calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding of
28 employee time entries; editing and/or manipulation of time entries to show less hours than actually

1 worked; and failing to pay split shift premiums. In addition, Plaintiff and other Aggrieved
2 Employees were required to report to work, and did report, but were not put to work and/or were
3 furnished less than half their usual or scheduled day's work without being paid for half the usual or
4 scheduled work at their regular rate of pay. These acts and/or omissions violated Labor Code section
5 1198, and, thus Plaintiff would be liable for civil penalties pursuant to these sections and Labor
6 Code section 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further
7 informed and believes, and based thereon alleges, that Plaintiff's conduct above gave rise to such
8 violations was malicious, fraudulent, or oppressive. Plaintiff would further be liable for civil
9 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

10 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
11 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
12 Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours
13 per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
14 compensation in lieu thereof including, each workday, without limitation: by interrupting meal
15 periods; not providing timely meal periods; failing to provide first and second meal periods;
16 providing short meal periods, including without, limitation meal periods that were recorded for less
17 than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer
18 but in practice were shorter than thirty minutes due to time required to walk to and from a suitable
19 break area, time spent having to wait in line to clock back in, having to don and doff safety gear
20 during the meal period, having to undergo security or bag checks during the meal period, and /or
21 having to retrieve and store personal belongings during the meal period; requiring that employees
22 carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave
23 the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods
24 that could not be auto-deducted by law or during which employees worked. Plaintiff and other
25 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and
26 believes, and based thereon alleges, that Defendants violated Labor Code sections 221, 223, 512
27 and 1198 each day for each Aggrieved Employee during the Civil Penalty Period, and that, thus
28 each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each

1 day worked during the Civil Penalty Period under Labor Code section 226.7. However, Plaintiff is
2 informed and believes that those premium payments under Labor Code section 226.7 were not made,
3 either, for these non-compliant meal periods, either at all or at the proper regular rate of pay.
4 Plaintiff would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to
5 timely pay these wages), 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699
6 for both failing to authorize the taking of compliant meal periods and for failing to provide premium
7 pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k).
8 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above
9 gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be
10 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

11 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
13 including, without limitation, work over four-hour periods (or major fractions thereof) without
14 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
15 and complete ten-minute rest periods in which the employees are completely relieved of all of their
16 duties, including, without limitation: by failing to provide rest periods all together; failing to provide
17 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
18 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
19 than ten uninterrupted minutes due to, without limitation, due to time required to walk to and from
20 a suitable break area, time spent having to don and doff safety gear during the rest period, having to
21 retrieve and store personal belongings during the rest period, and/or having to undergo security or
22 bag checks during the rest period, requiring that they be bundled together and/or with meal periods;
23 interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest
24 periods; not providing rest periods in a timely fashion; and not permitting employees to leave the
25 premises; and otherwise requiring on-duty/on-call rest periods. Employee and other Aggrieved
26 Employees personally suffered these violations. Consequently, Plaintiff is informed and believes,
27 and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each
28 Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed

1 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period
2 under Labor Code section 226.7. However, Plaintiff is informed and believes that those premium
3 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
4 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
5 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
6 (for failure to timely pay these wages), 221, 223, 558, 1198 and 2699 for both failing to authorize
7 the taking of compliant rest periods and for failing to provide premium pay under Labor Code
8 section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
9 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
10 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
11 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

12 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 maintain policies or practices of failing to maintain adequate temperatures which created excessive
14 heat or humidity exposing Plaintiff and Aggrieved Employees to temperature related hazards and/or
15 comfortable working environments, as required under California Code of Regulations Title 8,
16 section 3396. Plaintiff is informed and believes, and based thereon alleges that Defendants failed
17 to maintain temperatures at comfortable levels in violation of section 15 of the applicable Wage
18 Orders, which requires temperature be maintained in each work area to be reasonably comfortable,
19 consistent with industry-wide standards for the nature of the process and the work performed.
20 Defendants, as required by the same wage order provisions, also: failed and fails to take all feasible
21 means to reduce excessive heat or humidity created by the work process to provide reasonable
22 comfort; failed and fails to provide a heated room for Plaintiff and Aggrieved Employees so that
23 they may retire for warmth while maintaining such room at not less than 60 degrees; and/or failed
24 and fails to maintain a temperature of not less than 68 degrees in toilet rooms, resting rooms, and
25 change rooms during hours of use Plaintiff is further informed and believes, and based thereon
26 alleges that Defendants failed and fail to permit Plaintiff and other Aggrieved Employees from
27 taking cooldown periods every day as required under California Code of Regulations, Title 8,
28 Section 3395; rest and recovery periods as required by Labor Code section 226.2; and premium pay

1 in lieu thereof under Labor Code section 226.7. Plaintiff and other Aggrieved Employees personally
2 suffered these violations. Consequently, Plaintiff is informed and believes, and based thereon
3 alleges, that Defendants violated California Code of Regulations, Title 8, Sections 3395 and 3396
4 each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved
5 Employee was owed one hour of premium pay at their regular rate of pay for each day worked
6 during the PAGA Period under Labor Code section 226.7. In addition, for the failure each day of
7 the PAGA Period by Defendants to provide rest and recovery periods under Labor Code section
8 226.2, each Aggrieved Employee was owed compensation at a regularly hourly rate that is no less
9 than the higher of the amounts set forth in Labor Code section 226.2(a)(3)(A)(i) or
10 226.2(a)(3)(A)(ii). However, Plaintiff is informed and believes that those premium payments under
11 Labor Code section 226.7, and rest and recovery periods under Labor Code section 226.2(a)(3)(A)
12 were not made for these non-compliant cooldown periods and/or rest and recovery periods, either
13 at all or at the proper rate of pay, in violation of Labor Code sections 226.2, 226.7 and/or 1198.
14 Defendants would also be liable for their failures to provide comfortable levels of temperatures to
15 employees under the wage orders, including Section 15 thereof. Defendants would thus be liable
16 for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221,
17 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for
18 failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections
19 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that
20 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
21 Defendants would further be liable for civil penalties pursuant to Labor Code section
22 2699(f)(2)(B)(ii).

23 22. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
24 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
25 statements and similar payroll documents under Labor Code section 226, documents signed to
26 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
27 section 1198.5, time records under Labor Code section 1174, the names and addresses of all
28 employees employed and the ages of all minors under Labor Code section 1174, subsection (c),

1 payroll records showing the hours worked daily by and the wages paid to, and the number of piece-
2 rate units earned by, and applicable piece rate paid to, employees employed at the respective place
3 of employment under Labor Code section 1174, subsection (d), as well as the information required
4 to be kept under Labor Code sections 2673 making it difficult for Employee and other aggrieved
5 employees to calculate their unpaid wages and/or premium payments. Employer also failed to
6 provide these documents to Employee and other Aggrieved Employees upon request in violation of
7 these Labor Code sections, as well as Labor Code section 1198. Plaintiff and the Aggrieved
8 Employees personally suffered these violations, which in turn would entitle Plaintiff and other
9 Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants
10 would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, 1198, and 2699.
11 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above
12 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be
13 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

1 without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-
2 productive time and rest and recovery periods. Specifically, Defendants intentionally failed to
3 furnish employees with itemized wage statements that accurately reflect the hours worked by
4 Plaintiff and other Aggrieved Employees and the rates of pay at which they were or should have
5 been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to
6 reflect gross and net wages earned and paid at each rate, as well. Consequently, Employee is
7 informed and believes, and based thereon alleges, that Employer violated Labor Code sections 226,
8 1696.5 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus
9 Employee and each Aggrieved Employee personally suffered these violations and was owed
10 penalties under Labor Code section 226 for each pay period worked during the PAGA Period.
11 Plaintiff is informed and believes that those penalties under Labor Code section 226 were not paid
12 for these violations of Labor Code section 226. Defendants would thus be liable for civil penalties
13 pursuant to Labor Code sections 226.2, 226.3, 558, 1198, 1696.5 and 2699. Plaintiff is further
14 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
15 violations was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
16 penalties pursuant to Labor Code sections 226.2, 226.3, 558, and 2699, or injunctive relief under
17 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
18 Labor Code section 2699(f)(2)(B)(ii).

19 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
20 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
21 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
22 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
23 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at
24 the proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes,
25 and based thereon alleges, that Defendants violated Labor Code sections 201, 202 203, 203.5 and
26 1198 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Plaintiff
27 and each Aggrieved Employee personally suffered these violations and was owed penalties under
28 Labor Code section 203 for each pay period worked during the PAGA Period. However, Plaintiff

1 is informed and believes that those penalties under Labor Code section 203 were not made for these
2 violations of Labor Code sections 201, 202, 203. Plaintiff is further informed and believes, and
3 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
4 fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor
5 Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j).
6 Defendants would further be liable for civil penalties pursuant to Labor Code section
7 2699(f)(2)(B)(ii).

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

19 26. Plaintiff is further informed and believes, and based thereon alleges that Defendants
20 failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor
21 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
22 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
23 applicable to their employment, allowances claimed as part of the minimum wage, the regular
24 payday designated by Defendants, the name of the employer, including any "doing business as"
25 names used, the name, address and telephone number of the workers' compensation insurance
26 carrier, information regarding paid sick leave, and other pertinent information required to be
27 disclosed by Employer under Labor Code section 2810.5. Plaintiff is informed and believes that
28 failure to provide such information, including rates of pay that are in effect, has permitted

1 Defendants to pay employees at rates of pay that were not agreed upon and violate minimum wage
2 and overtime wage laws in California. Plaintiff is additionally informed and believes that the notice
3 requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury
4 reporting. Plaintiff is informed and believes that Defendants violated Labor Code sections 1198 and
5 2810.5. Plaintiff and other Aggrieved Employees personally suffered these violations. Plaintiff
6 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
7 to such violations was malicious, fraudulent, or oppressive. Among other relief, employees may
8 collect from Defendants in connection with these violations' civil penalties pursuant to Labor Code
9 sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
10 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

11 27. Plaintiff is informed and believes, and based thereon alleges that Defendants also
12 failed and refused, and continues to fail and refuse, to reimburse employees, including, without
13 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal
14 vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits,
15 separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for
16 the purchase and maintenance of cellular phones and cellular phone plans, for pre-employment
17 medical, physical or drivers' exams taken as a condition of employment, or for compelling or
18 coercing Plaintiff and Aggrieved Employees, including applicants, to patronize in the purchase of a
19 value or things, including, without limitation, Defendants' product(s) and/or service(s), in direct
20 consequence of the discharge of their duties, or of their obedience to the directions of Defendants,
21 as required by Labor Code sections 1198, 2800, 2802, and other statutory and common law
22 offenses. As a result, Plaintiff and other Aggrieved Employees have personally suffered these
23 violations and Defendants are liable to reimburse Plaintiff and other Aggrieved Employees for these
24 costs incurred in furtherance of work duties. Plaintiff further informed and believes, and based
25 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
26 fraudulent, or oppressive. In addition, Defendants would be liable for civil penalties pursuant to
27 Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
28 Defendants would further be liable for civil penalties pursuant to Labor Code section

1 2699(f)(2)(B)(ii).

2 28. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
3 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
4 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
5 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
6 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
7 the sick pay was not provided at the proper regular of pay as required under California law due to
8 failure to properly calculate the regular rate. Plaintiff is further informed and believes that
9 Defendants also did not permit its use upon request by Plaintiff and other Aggrieved Employees as
10 contemplated under California and local laws, including, without limitation, under Labor Code
11 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
12 without retaliation. Plaintiff is additionally informed and believes that the notice requirement of
13 Labor Code section 221, 223, 233, 235, 245 and 246 involves a mandatory payroll or workplace
14 injury reporting. Plaintiff is thus informed and believes that Defendants violated these Labor Code
15 sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees
16 have personally suffered violations under these sections and Defendants would be liable for civil
17 penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699,
18 as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.
19 Defendants are further informed and believes, and based thereon alleges, that Defendants' conduct
20 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would
21 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

22 29. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
23 have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid time
24 off and vacation time owed upon separation of employment as wages at their final rate of pay in
25 violation of Labor Code sections 221, 223, 227.3 and applicable Wage Orders. Plaintiff is thus
26 informed and believes that Defendants violated these Labor Code sections, as well as Labor Code
27 section 1198. As such, Plaintiff and other Aggrieved Employees have personally suffered these
28 violations and Defendants would be liable for civil penalties for violation of Labor Code section

1 227.3 under Labor Code section 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
2 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
3 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
4 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

5 30. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
6 have a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor
7 Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive,
8 of any calendar month shall be paid for between the 16th and 26th day of the month during which
9 the labor was performed, and labor performed between the 16th and the last day, inclusive of any
10 calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
11 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
12 and other Aggrieved Employees every day and every workweek in accordance with Labor Code
13 sections 204 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges that
14 Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees have
15 personally suffered these violations. Plaintiff further informed and believes, and based thereon
16 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
17 oppressive. Plaintiff would be liable for civil penalties pursuant to Labor Code sections 210, 558,
18 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff would further
19 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

20 31. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
21 have a policy or practice of failing to provide all working employees, including without limitation
22 Plaintiff, with suitable seats when the nature of the work reasonably permits the use of seats.
23 Plaintiff is further informed and believes, and based thereon alleges that Defendants have failed to
24 place an adequate number of seats in reasonable proximity to the work area and/or permitted
25 Plaintiff and other aggrieved employees to use such seats when it does not interfere with the
26 performance of their duties when employees are not engaged in the active duties of their
27 employment and the nature of their work requires standing. Plaintiff and other Aggrieved
28 Employees have personally suffered these violations. Plaintiff is informed and believes that this has

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

7 32. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
8 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or
9 disclosing the skills, knowledge and experience they obtained with Defendants for purposes of
10 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
11 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
12 from disclosing who else works with Defendants and under what circumstances that they might be
13 receptive to an offer from a rival employer. As such, Plaintiff is informed and believes that this
14 violates Business and Professions Code sections 17200, 16600 and 16721, and, by virtue thereof,
15 various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5,
16 subdivision (k), and 1198, and that Plaintiff and other Aggrieved Employees have personally
17 suffered these violations. Plaintiff is further informed and believes, and based thereon alleges, that
18 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
19 Defendants would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or
20 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
21 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

22 33. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
23 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing
24 violations of state and federal law, either within Defendants to their managers or outside of
25 Defendants to private attorneys or government officials, among others, in violation of Business and
26 Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Plaintiff and
27 other Aggrieved Employees personally suffered these violations. In addition, Plaintiff is informed
28 and believes that these policies and/or practices prevent Plaintiff and other Aggrieved Employees

1 from disclosing information about unsafe or discriminatory working conditions, or about wage and
2 hour violations in violation of Labor Code sections 232, 232.5 and 1198. Plaintiff and other
3 Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these
4 violations would expose Defendants to liability for civil penalties pursuant to Labor Code sections
5 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
6 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
7 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
8 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

22 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
23 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
24 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and their
25 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
26 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
27 purported confidentiality agreements, purported severance agreements, or purported release
28 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or

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

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

22 **PARTIES**

23 **A. Plaintiff**

24 37. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
25 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
26 exempt employee. Plaintiff is informed and believes that Plaintiff worked for Defendants from
27 approximately December of 2021 through approximately May of 2024.

28 ///

1 **B. Defendants**

2 38. Plaintiff is informed and believes and based thereon alleges that defendant R.
3 SCOTT TUCKER & ASSOCIATES is, and at all times relevant hereto was, a corporation organized
4 and existing under and by virtue of the laws of the State of California and doing business in the
5 County of Los Angeles, State of California.

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

19 **JOINT LIABILITY ALLEGATIONS**

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

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

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

6 42. Plaintiff is informed and believes, and based thereon alleges, that despite the
7 formation of the purported corporate existence of RSTA and DOES 1 through 50, inclusive (the
8 “Alter Ego Defendants”), they, and each of them, are one and the same with DOES 51 through 100
9 (“Individual Defendants”), and each of them, due to, but not limited to, the following reasons:

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

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

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

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

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

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

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

12 44. Moreover, Plaintiff is informed and believes, and based thereon alleges, that
13 Individual Defendants, and each of them, are liable for the civil penalties, or some of them, described
14 herein because Individual Defendants, and each of them, caused or are otherwise contributed to the
15 violations described herein, or some of them.

16 **FIRST AND ONLY CAUSE OF ACTION**

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

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

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

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

26 47. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
27 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
28 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,

1 204 and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one
2 hundred dollars (\$100) for each failure to pay each employee” and “(2) For each subsequent
3 violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay
4 each employee, plus 25 percent of the amount unlawfully withheld.”

5 48. At all relevant times herein, Defendants have had a consistent policy or practice of
6 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
7 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
8 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
9 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
10 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
11 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
12 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
13 violation in connection with each payment that was made in violation of Labor Code section 204.

14 Civil Penalties Under Labor Code § 226.3

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

26 50. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
27 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
28 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for

1 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
2 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

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

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

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

13 Violation of Labor Code § 558

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

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

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

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

25 55. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
26 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
27 causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime
28 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the

1 regular payday designated by employer, the name of the employer, including any “doing business
2 as” names used, the name, address, and telephone number of the workers’ compensation insurance
3 carrier, information regarding paid sick leave, and other pertinent information.

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

9 Violation of Labor Code § 1174.5

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

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

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

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

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

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

Violation of Labor Code § 1197.1

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

- (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
- (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the

1 employee is underpaid regardless of whether the initial violation is
2 intentionally committed. This amount shall be in addition to an amount
3 sufficient to recover underpaid wages, liquidated damages pursuant to Section
4 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

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

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

22 Civil Penalties Under Labor Code § 2699

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

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

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

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

PRAYER

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

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

Dated: July 31, 2025

BIBIYAN LAW GROUP, P.C.

BY: 
MOLLY A. DESARIO
LAUREL N. HOLMES

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