

BIBIYAN LAW GROUP, P.C.
Molly A. DeSario (SBN 230763)
mdesario@tomorrowlaw.com
Laurel N. Holmes (SBN 308515)
laurel@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

*Attorney for Plaintiff, DESIREE ELIZABETH
DOUGHERTY, as an aggrieved employee, and
on behalf of all other aggrieved employees*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF EL DORADO**

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

Plaintiff,

v.

EL DORADO COUNTY COMMUNITY
HEALTH CENTER, a California Nonprofit
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 25CV1489

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 DESIREE ELIZABETH DOUGHERTY, as an aggrieved employee, and on behalf
2 of all other aggrieved employees under the Labor Code Private Attorneys' General Act of 2004,
3 alleges 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 EL DORADO
7 COUNTY COMMUNITY HEALTH CENTER, a California nonprofit corporation, and any of its
8 respective subsidiaries or affiliated companies within the State of California ("EL DORADO HC")
9 as a proxy of the Labor and Workforce Development Agency of the State of California ("LWDA"),
10 on behalf of Plaintiff and all other current and former non-exempt employees of Defendants working
11 within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims
12 for failure to comply with the Labor Code. Specifically, in connection with the alleged claims for
13 failure to comply with Labor Code sections 96, 98.6, 201, 202, 203, 204, 210, 221, 223, 222.5, 226,
14 226.3, 227.3, 232, 232.5, 235, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, and
15 1198.5, Plaintiff seeks to represent all employees of EL DORADO HC, and, DOES 1 through 100,
16 as well as their parents, subsidiaries and affiliates (hereinafter, collectively, "Defendants") working
17 within three years preceding the date of filing Notice with the LWDA and continuing past the
18 LWDA Notice filing date into perpetuity ("Civil Penalty Period"). On all other claims mentioned
19 herein, Plaintiff seeks to represent only non-exempt employees of Defendants working within the
20 Civil Penalty Period. Collectively, those employees shall be known as "Aggrieved Employees"
21 herein.

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

24 3. Venue is proper in E Dorado County, California pursuant to Code of Civil Procedure
25 sections 392, *et seq.* because, among other things, El Dorado County is where Defendant maintains
26 a place of business that employs a number of aggrieved employees and is a county in which
27 Defendant, or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect
28

1 on Aggrieved Employees in El Dorado County, and because Defendants employ Aggrieved
2 Employees in El Dorado County.

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

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

14 6. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
15 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,
16 232.5, 233, 235, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 510, 512, 551, 552, 558, 1101, 1102,
17 1102.5, 1174, 1174.51182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1197.5, 2673, 2800, 2802,
18 2810.5, 2699, among others, California Code of Regulations, Title 8, Sections 1527, 3366, 3395,
19 3396, 3457, Business and Professions Code sections 16600, 16721, and 17200, Government Code
20 section 12952, as well as applicable Wage Orders.

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

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

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

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

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

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

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

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

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

9 **PAGA REPRESENTATIVE ALLEGATIONS**

10 15. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
11 each of them, had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees
12 to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight
13 workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them
14 proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or
15 pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the
16 clock, including, without limitation, by requiring employees: to come early to work and leave late
17 work without being able to clock in for all that time, to suffer under Employer's control due to long
18 lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking
19 out, to clock out for meal periods and continue working, to clock out for rest periods, to don and
20 doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to
21 make phone calls or drive off the clock, and/or go through security screenings and/or temperature
22 checks off the clock; failing to include all forms of remuneration, including non-discretionary
23 bonuses, incentive pay, meal allowances, and other forms of remuneration into the regular rate of
24 pay for the pay periods where overtime was worked and the additional compensation was earned
25 for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time
26 entries, editing and/or manipulation of time entries to show less hours than actually worked, for
27 paying straight pay instead of overtime pay, for failure to pay overtime as required by Labor Code
28 section 226.2 all to the detriment of Employee and other Aggrieved Employees. Consequently,

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

12 16. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
13 each of them, had and have a practice or policy of failing to compensate Plaintiff and other
14 Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's
15 control every day as a result of, without limitation, failing to accurately track and/or pay for all
16 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
17 including, without limitation, by requiring employees: to come early to work and leave late work
18 without being able to clock in for all that time, to suffer under Defendants' control due to long lines
19 for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out,
20 to clock out for meal periods and continue working, to clock out for rest periods, to don and doff
21 uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off
22 the clock, to store and retrieve personal belongings off the clock, to attend company meetings off
23 the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock;
24 detrimental rounding of employee time entries; failing to pay the minimum amounts required under
25 Labor Code section 226.2; editing and/or manipulation of time entries to show less hours than
26 actually worked; and failing to pay split shift premiums. In addition, Plaintiff and other Aggrieved
27 Employees were required to report to work, and did report, but were not put to work and/or were
28 furnished less than half their usual or scheduled day's work without being paid for half the usual or

1 scheduled work at their regular rate of pay. As such, Plaintiff is informed and believes, and based
2 thereon alleges, that Defendants violated, without limitation, Labor Code sections 221, 223, 1197,
3 1182.12, Cal. and applicable Wage Orders based on its continued failure to pay minimum wages for
4 all hours worked, that Plaintiff and other Aggrieved Employees personally suffered these violations,
5 and that Plaintiff and other Aggrieved Employees are entitled to actual and liquidated damages
6 under, without limitation, Labor Code sections 1194, 1194.2, and 1198 to compensate them for at
7 least one unpaid hour of work per day for each Aggrieved Employee in the Civil Penalty Period.
8 Employee further informed and believes, and based thereon alleges, that Defendants' conduct above
9 gave rise to such violations was malicious, fraudulent, or oppressive. Plaintiff would also be liable
10 for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558,
11 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff would
12 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
14 and have a practice or policy of failing to compensate Plaintiff and other Aggrieved Employees with
15 minimum wages for all hours worked or otherwise under Employer's control every day as a result
16 of, without limitation, failing to accurately track and/or pay for all minutes actually worked;
17 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
18 by requiring employees: to come early to work and leave late work without being able to clock in
19 for all that time, to suffer under Defendants' control due to long lines for clocking in, to complete
20 pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods
21 and continue working, to clock out for rest periods, to don and doff uniforms and/or safety
22 equipment off the clock, to undergo security checks and/or bag checks off the clock, to store and
23 retrieve personal belongings off the clock, to attend company meetings off the clock, to make phone
24 calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding of
25 employee time entries; editing and/or manipulation of time entries to show less hours than actually
26 worked; and failing to pay split shift premiums. In addition, Plaintiff and other Aggrieved
27 Employees were required to report to work, and did report, but were not put to work and/or were
28 furnished less than half their usual or scheduled day's work without being paid for half the usual or

1 scheduled work at their regular rate of pay. These acts and/or omissions violated Labor Code section
2 1198, and, thus Plaintiff would be liable for civil penalties pursuant to these sections and Labor
3 Code section 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further
4 informed and believes, and based thereon alleges, that Plaintiff's conduct above gave rise to such
5 violations was malicious, fraudulent, or oppressive. Plaintiff would further be liable for civil
6 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

7 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
8 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
9 Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours
10 per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
11 compensation in lieu thereof including, each workday, without limitation: by interrupting meal
12 periods; not providing timely meal periods; failing to provide first and second meal periods;
13 providing short meal periods, including without, limitation meal periods that were recorded for less
14 than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer
15 but in practice were shorter than thirty minutes due to time required to walk to and from a suitable
16 break area, time spent having to wait in line to clock back in, having to don and doff safety gear
17 during the meal period, having to undergo security or bag checks during the meal period, and /or
18 having to retrieve and store personal belongings during the meal period; requiring that employees
19 carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave
20 the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods
21 that could not be auto-deducted by law or during which employees worked. Plaintiff and other
22 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and
23 believes, and based thereon alleges, that Defendants violated Labor Code sections 221, 223, 512
24 and 1198 each day for each Aggrieved Employee during the Civil Penalty Period, and that, thus
25 each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each
26 day worked during the Civil Penalty Period under Labor Code section 226.7. However, Plaintiff is
27 informed and believes that those premium payments under Labor Code section 226.7 were not made,
28 either, for these non-compliant meal periods, either at all or at the proper regular rate of pay.

1 Plaintiff would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to
2 timely pay these wages), 221, 223, 558, 1198 and 2699 for both failing to authorize the taking of
3 compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or
4 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and
5 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
6 fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor
7 Code section 2699(f)(2)(B)(ii).

8 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
10 including, without limitation, work over four-hour periods (or major fractions thereof) without
11 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
12 and complete ten-minute rest periods in which the employees are completely relieved of all of their
13 duties, including, without limitation: by failing to provide rest periods all together; failing to provide
14 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
15 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
16 than ten uninterrupted minutes due to, without limitation, due to time required to walk to and from
17 a suitable break area, time spent having to don and doff safety gear during the rest period, having to
18 retrieve and store personal belongings during the rest period, and/or having to undergo security or
19 bag checks during the rest period, requiring that they be bundled together and/or with meal periods;
20 interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest
21 periods; not providing rest periods in a timely fashion; and not permitting employees to leave the
22 premises; and otherwise requiring on-duty/on-call rest periods. Employee and other Aggrieved
23 Employees personally suffered these violations. Consequently, Plaintiff is informed and believes,
24 and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each
25 Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed
26 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period
27 under Labor Code section 226.7. However, Plaintiff is informed and believes that those premium
28 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest

1 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
2 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
3 (for failure to timely pay these wages), 221, 223, 558, 1198 and 2699 for both failing to authorize
4 the taking of compliant rest periods and for failing to provide premium pay under Labor Code
5 section 226.7, 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 20. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
10 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
11 statements and similar payroll documents under Labor Code section 226, documents signed to
12 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
13 section 1198.5, time records under Labor Code section 1174, the names and addresses of all
14 employees employed and the ages of all minors under Labor Code section 1174, subsection (c),
15 payroll records showing the hours worked daily by and the wages paid to, and the number of piece-
16 rate units earned by, and applicable piece rate paid to, employees employed at the respective place
17 of employment under Labor Code section 1174, subsection (d), as well as the information required
18 to be kept under Labor Code sections 2673 making it difficult for Employee and other aggrieved
19 employees to calculate their unpaid wages and/or premium payments. Employer also failed to
20 provide these documents to Employee and other Aggrieved Employees upon request in violation of
21 these Labor Code sections, as well as Labor Code section 1198. Plaintiff and the Aggrieved
22 Employees personally suffered these violations, which in turn would entitle Plaintiff and other
23 Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants
24 would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, 1198, and 2699.
25 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above
26 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be
27 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

1 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
2 violations was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
3 penalties pursuant to Labor Code sections 226.2, 226.3, 558, and 2699, or injunctive relief under
4 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
5 Labor Code section 2699(f)(2)(B)(ii).

6 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
7 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
8 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
9 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
10 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at
11 the proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes,
12 and based thereon alleges, that Defendants violated Labor Code sections 201, 202 203, 203.5 and
13 1198 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Plaintiff
14 and each Aggrieved Employee personally suffered these violations and was owed penalties under
15 Labor Code section 203 for each pay period worked during the PAGA Period. However, Plaintiff
16 is informed and believes that those penalties under Labor Code section 203 were not made for these
17 violations of Labor Code sections 201, 202, 203. Plaintiff is further informed and believes, and
18 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
19 fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor
20 Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j).
21 Defendants would further be liable for civil penalties pursuant to Labor Code section
22 2699(f)(2)(B)(ii).

23 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 required or require the execution of a release of claim or right on account of wages due, or to become
25 due, or made as an advance on wages to be earned, including, without limitation, as a condition of
26 being paid, to execute a statement of the hours worked during a pay period in which Defendants
27 knew to be false. As such, Plaintiff is informed and believes, and based thereon alleges that
28 Defendants violated Labor Code sections 206.5 and 1198, and that Plaintiff and other Aggrieved

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

6 24. Plaintiff is further informed and believes, and based thereon alleges that Defendants
7 failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor
8 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
9 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
10 applicable to their employment, allowances claimed as part of the minimum wage, the regular
11 payday designated by Defendants, the name of the employer, including any "doing business as"
12 names used, the name, address and telephone number of the workers' compensation insurance
13 carrier, information regarding paid sick leave, and other pertinent information required to be
14 disclosed by Employer under Labor Code section 2810.5. Plaintiff is informed and believes that
15 failure to provide such information, including rates of pay that are in effect, has permitted
16 Defendants to pay employees at rates of pay that were not agreed upon and violate minimum wage
17 and overtime wage laws in California. Plaintiff is additionally informed and believes that the notice
18 requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury
19 reporting. Plaintiff is informed and believes that Defendants violated Labor Code sections 1198 and
20 2810.5. Plaintiff and other Aggrieved Employees personally suffered these violations. Plaintiff
21 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
22 to such violations was malicious, fraudulent, or oppressive. Among other relief, employees may
23 collect from Defendants in connection with these violations' civil penalties pursuant to Labor Code
24 sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
25 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

26 25. Plaintiff is informed and believes, and based thereon alleges that Defendants also
27 failed and refused, and continues to fail and refuse, to reimburse employees, including, without
28 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal

1 vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits,
2 separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for
3 the purchase and maintenance of cellular phones and cellular phone plans, for pre-employment
4 medical, physical or drivers' exams taken as a condition of employment, or for compelling or
5 coercing Plaintiff and Aggrieved Employees, including applicants, to patronize in the purchase of a
6 value or things, including, without limitation, Defendants' product(s) and/or service(s), in direct
7 consequence of the discharge of their duties, or of their obedience to the directions of Defendants,
8 as required by Labor Code sections 1198, 2800, 2802, and other statutory and common law
9 offenses. As a result, Plaintiff and other Aggrieved Employees have personally suffered these
10 violations and Defendants are liable to reimburse Plaintiff and other Aggrieved Employees for these
11 costs incurred in furtherance of work duties. Plaintiff further informed and believes, and based
12 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
13 fraudulent, or oppressive. In addition, Defendants would be liable for civil penalties pursuant to
14 Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
15 Defendants would further be liable for civil penalties pursuant to Labor Code section
16 2699(f)(2)(B)(ii).

17 26. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
18 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
19 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
20 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
21 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
22 the sick pay was not provided at the proper regular of pay as required under California law due to
23 failure to properly calculate the regular rate. Plaintiff is further informed and believes that
24 Defendants also did not permit its use upon request by Plaintiff and other Aggrieved Employees as
25 contemplated under California and local laws, including, without limitation, under Labor Code
26 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
27 without retaliation. Plaintiff is additionally informed and believes that the notice requirement of
28 Labor Code section 221, 223, 233, 235, 245 and 246 involves a mandatory payroll or workplace

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

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

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

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

7 29. 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 30. 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 31. 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 32. 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 33. 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 34. 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 September of 2022 through at least April of 2024.

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35. Plaintiff is informed and believes and based thereon alleges that defendant EL RADO HC is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of California and doing business in the County of El Dorado, State of California.

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

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

38. All of the acts and conduct described herein of each and every corporate defendant is duly authorized, ordered, and directed by the respective and collective defendant corporate employers, and the officers and management-level employees of said corporate employers. In 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 39. Plaintiff is informed and believes, and based thereon alleges, that despite the
7 formation of the purported corporate existence of EL DORADO HC and DOES 1 through 50,
8 inclusive (the “Alter Ego Defendants”), they, and each of them, are one and the same with DOES
9 51 through 100 (“Individual Defendants”), and each of them, due to, but not limited to, the following
10 reasons:

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

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

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

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

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

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

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

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

18 **FIRST AND ONLY CAUSE OF ACTION**

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

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

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

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

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1 44. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
2 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
3 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
4 204 and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one
5 hundred dollars (\$100) for each failure to pay each employee” and “(2) For each subsequent
6 violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay
7 each employee, plus 25 percent of the amount unlawfully withheld.”

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

17 Civil Penalties Under Labor Code § 226.3

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

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

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

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

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

Violation of Labor Code § 558

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

- (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
- (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
- (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

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

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

Violation of Labor Code § 1174.5

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

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

56. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required every person employing labor in California to “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable piece rate paid to, employees employed at the respective plants or establishments. These records

1 shall be kept in accordance with rules established for this purpose by the commission, but in any
2 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
3 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
4 earned.”

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

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

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

19 Violation of Labor Code § 1197.1

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

- 26 (1) For any initial violation that is intentionally committed, one hundred dollars
27 (\$100) for each underpaid employee for each pay period for which the
28 employee is underpaid. This amount shall be in addition to an amount

1 sufficient to recover underpaid wages, liquidated damages pursuant to Section
2 1194.2, and any applicable penalties imposed pursuant to Section 203.

3 (2) For each subsequent violation for the same specific offense, two hundred fifty
4 dollars (\$250) for each underpaid employee for each pay period for which the
5 employee is underpaid regardless of whether the initial violation is
6 intentionally committed. This amount shall be in addition to an amount
7 sufficient to recover underpaid wages, liquidated damages pursuant to Section
8 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

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

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

26 Civil Penalties Under Labor Code § 2699

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

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

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

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

11 66. Moreover, Plaintiff and other Aggrieved Employees within the State of California
12 whom he 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.

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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: June 9, 2025

BIBIYAN LAW GROUP, P.C.

BY: 
MOLLY A. DESARIO
LAUREL N. HOLMES

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