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as an aggrieved employee, and on behalf of all other

aggrieved employees

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County of Los Angeles
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ESTEFANY MENDEZ ALVAREZ, as an
aggrieved employee, and on behalf of all other
aggrieved employees under the Labor Code
Private Attorneys' General Act of 2004,

Plaintiff,

v.

SUN VALLEY SPECIALTY
HEALTHCARE, INC., a California
Corporation, doing business as TOTALLY
KIDS SPECIALTY HEALTHCARE; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: **25STCV17272**

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 ESTEFANY MENDEZ ALVAREZ, 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 SUN
7 VALLEY SPECIALTY HEALTHCARE, INC., a California Corporation, doing business as
8 TOTALLY KIDS SPECIALTY HEALTHCARE, and any of its respective subsidiaries or affiliated
9 companies within the State of California ("SUN VALLEY"), as a proxy of the Labor and Workforce
10 Development Agency of the State of California ("LWDA"), on behalf of Plaintiff and all other
11 current and former non-exempt employees of Defendants working within the Civil Penalty Period,
12 as further defined herein, and, as it pertains to the alleged claims for failure to comply with the Labor
13 Code. Specifically, in connection with the alleged claims for failure to comply with Labor Code
14 sections 96, 98.6, 201, 202, 203, 204, 210, 221, 223, 222.5, 226, 226.3, 227.3, 232, 232.5, 245, 246,
15 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, and 1198.5, Plaintiff seeks to represent all
16 employees of SUN VALLEY, 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 the
26 causes of action complained of herein arose; the county in which the employment relationship
27 began; the county in which performance of the employment contract, or part of it, between Plaintiff
28 and Defendants was due to be performed; the county in which the employment contract, or part of

1 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
2 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff
3 and Aggrieved Employees in Los Angeles County, and because Defendants employ Aggrieved
4 Employees in Los Angeles County.

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

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

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

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

27 8. On or around June 20, 2024, Plaintiff provided written notice pursuant to Labor Code
28 section 2699.3 online and by certified mail, with return receipt requested, of Defendants’ violation

1 of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as
2 by certified mail, with return receipt requested to Defendants, and each of them.

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

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

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

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

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

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

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

11 **PAGA REPRESENTATIVE ALLEGATIONS**

12 15. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
13 each of them, had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees
14 to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight
15 workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them
16 proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or
17 pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the
18 clock, including, without limitation, by requiring employees: to come early to work and leave late
19 work without being able to clock in for all that time, to suffer under Employer's control due to long
20 lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking
21 out, to clock out for meal periods and continue working, to clock out for rest periods, to don and
22 doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to
23 make phone calls or drive off the clock, and/or go through security screenings and/or temperature
24 checks off the clock; failing to include all forms of remuneration, including non-discretionary
25 bonuses, incentive pay, meal allowances, and other forms of remuneration into the regular rate of
26 pay for the pay periods where overtime was worked and the additional compensation was earned
27 for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time
28 entries,. Employer would also be liable for civil penalties pursuant to Labor Code sections 210 (for

1 failure to timely pay these wages), 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
2 and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section
3 2699(f)(2)(B)(ii).

4 16. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
5 each of them, had and have a practice or policy of failing to compensate Plaintiff and other
6 Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's
7 control every day as a result of, without limitation, failing to accurately track and/or pay for all
8 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
9 including, without limitation, by requiring employees: to come early to work and leave late work
10 without being able to clock in for all that time, to suffer under Defendants' control due to long lines
11 for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out,
12 to clock out for meal periods and continue working, to clock out for rest periods, to don and doff
13 uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off
14 the clock, to store and retrieve personal belongings off the clock, to attend company meetings off
15 the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock;
16 detrimental rounding of employee time entries; editing and/or manipulation of time entries to show
17 less hours than actually worked; and failing to pay split shift premiums. In addition, Plaintiff and
18 other Aggrieved Employees were required to report to work, and did report, but were not put to
19 work and/or were furnished less than half their usual or scheduled day's work without being paid
20 for half the usual or scheduled work at their regular rate of pay. As such, Plaintiff is informed and
21 believes, and based thereon alleges, that Defendants violated, without limitation, Labor Code
22 sections 221, 223, 1197, 1182.12, Cal. and applicable Wage Orders based on its continued failure
23 to pay minimum wages for all hours worked, that Plaintiff and other Aggrieved Employees
24 personally suffered these violations, and that Plaintiff and other Aggrieved Employees are entitled
25 to actual and liquidated damages under, without limitation, Labor Code sections 1194, 1194.2, and
26 1198 to compensate them for at least one unpaid hour of work per day for each Aggrieved Employee
27 in the Civil Penalty Period. Employee further informed and believes, and based thereon alleges, that
28 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.

1 Plaintiff would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to
2 timely pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
3 and 2699(k). Plaintiff would further be liable for civil penalties pursuant to Labor Code section
4 2699(f)(2)(B)(ii).

5 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
6 and have a practice or policy of failing to compensate Plaintiff and other Aggrieved Employees with
7 minimum wages for all hours worked or otherwise under Employer's control every day as a result
8 of, without limitation, failing to accurately track and/or pay for all minutes actually worked;
9 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
10 by requiring employees: to come early to work and leave late work without being able to clock in
11 for all that time, to suffer under Defendants' control due to long lines for clocking in, to complete
12 pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods
13 and continue working, to clock out for rest periods, to don and doff uniforms and/or safety
14 equipment off the clock, to undergo security checks and/or bag checks off the clock, to store and
15 retrieve personal belongings off the clock, to attend company meetings off the clock, to make phone
16 calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding of
17 employee time entries; editing and/or manipulation of time entries to show less hours than actually
18 worked; and failing to pay split shift premiums. In addition, Plaintiff and other Aggrieved
19 Employees were required to report to work, and did report, but were not put to work and/or were
20 furnished less than half their usual or scheduled day's work without being paid for half the usual or
21 scheduled work at their regular rate of pay. These acts and/or omissions violated Labor Code
22 sections 1198, and, thus Defendant would be liable for civil penalties pursuant to these sections and
23 Labor Code section 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further
24 informed and believes, and based thereon alleges, that Plaintiff's conduct above gave rise to such
25 violations was malicious, fraudulent, or oppressive. Defendant would further be liable for civil
26 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
28 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved

1 Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours
2 per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
3 compensation in lieu thereof including, each workday, without limitation: by interrupting meal
4 periods; not providing timely meal periods; failing to provide first and second meal periods;
5 providing short meal periods, including without, limitation meal periods that were recorded for less
6 than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer
7 but in practice were shorter than thirty minutes due to time required to walk to and from a suitable
8 break area, time spent having to wait in line to clock back in, having to don and doff safety gear
9 during the meal period, having to undergo security or bag checks during the meal period, and /or
10 having to retrieve and store personal belongings during the meal period; requiring that employees
11 carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave
12 the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods
13 that could not be auto-deducted by law or during which employees worked. Plaintiff and other
14 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and
15 believes, and based thereon alleges, that Defendants violated Labor Code sections 221, 223, 512
16 and 1198 each day for each Aggrieved Employee during the Civil Penalty Period, and that, thus
17 each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each
18 day worked during the Civil Penalty Period under Labor Code section 226.7. However, Plaintiff is
19 informed and believes that those premium payments under Labor Code section 226.7 were not made,
20 either, for these non-compliant meal periods, either at all or at the proper regular rate of pay.
21 Defendant would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure
22 to timely pay these wages), 221, 223, 558, 1198 and 2699 for both failing to authorize the taking of
23 compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or
24 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and
25 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
26 fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor
27 Code section 2699(f)(2)(B)(ii).

28

1 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
3 including, without limitation, work over four-hour periods (or major fractions thereof) without
4 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
5 and complete ten-minute rest periods in which the employees are completely relieved of all of their
6 duties, including, without limitation: by failing to provide rest periods all together; failing to provide
7 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
8 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
9 than ten uninterrupted minutes due to, without limitation, due to time required to walk to and from
10 a suitable break area, time spent having to don and doff safety gear during the rest period, having to
11 retrieve and store personal belongings during the rest period, and/or having to undergo security or
12 bag checks during the rest period, requiring that they be bundled together and/or with meal periods;
13 interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest
14 periods; not providing rest periods in a timely fashion; and not permitting employees to leave the
15 premises; and otherwise requiring on-duty/on-call rest periods. Employee and other Aggrieved
16 Employees personally suffered these violations. Consequently, Plaintiff is informed and believes,
17 and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each
18 Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed
19 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period
20 under Labor Code section 226.7. However, Plaintiff is informed and believes that those premium
21 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
22 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
23 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
24 (for failure to timely pay these wages), 221, 223, 558, 1198 and 2699 for both failing to authorize
25 the taking of compliant rest periods and for failing to provide premium pay under Labor Code
26 section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
27 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
28

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

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

1 would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699.
2 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above
3 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would also be
4 liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699, or injunctive relief
5 under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties
6 pursuant to Labor Code section 2699(f)(2)(B)(ii).

7 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
8 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
9 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
10 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
11 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at
12 the proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes,
13 and based thereon alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198
14 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Plaintiff and
15 each Aggrieved Employee personally suffered these violations and was owed penalties under Labor
16 Code section 203 for each pay period worked during the PAGA Period. However, Plaintiff is
17 informed and believes that those penalties under Labor Code section 203 were not made for these
18 violations of Labor Code sections 201, 202, 203, 204b. Plaintiff is further informed and believes,
19 and based thereon alleges, that Defendants' conduct above gave rise to such violations was
20 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to
21 Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j).
22 Defendants would further be liable for civil penalties pursuant to Labor Code section
23 2699(f)(2)(B)(ii).

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

1 Defendants violated Labor Code sections 206.5 and 1198, and that Plaintiff and other Aggrieved
2 Employees have personally suffered these violations. 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 be liable for civil penalties pursuant to Labor Code
5 sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
6 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

27 24. Plaintiff is informed and believes, and based thereon alleges that Defendants also
28 failed and refused, and continues to fail and refuse, to reimburse employees, including, without

1 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal
2 vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits,
3 separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for
4 the purchase and maintenance of cellular phones and cellular phone plans, for pre-employment
5 medical, physical or drivers' exams taken as a condition of employment, or for compelling or
6 coercing Plaintiff and Aggrieved Employees, including applicants, to patronize in the purchase of a
7 value or things, including, without limitation, Defendants' product(s) and/or service(s), in direct
8 consequence of the discharge of their duties, or of their obedience to the directions of Defendants,
9 as required by Labor Code sections 1198, 2800, 2802, and other statutory and common law
10 offenses. As a result, Plaintiff and other Aggrieved Employees have personally suffered these
11 violations and Defendants are liable to reimburse Plaintiff and other Aggrieved Employees for these
12 costs incurred in furtherance of work duties. Plaintiff further informed and believes, and based
13 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
14 fraudulent, or oppressive. In addition, Defendants would be liable for civil penalties pursuant to
15 Labor Code sections 558, 1198 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 25. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
19 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
20 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
21 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
22 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
23 the sick pay was not provided at the proper regular of pay as required under California law due to
24 failure to properly calculate the regular rate. Plaintiff is further informed and believes that
25 Defendants also did not permit its use upon request by Plaintiff and other Aggrieved Employees as
26 contemplated under California and local laws, including, without limitation, under Labor Code
27 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
28 without retaliation. Plaintiff is additionally informed and believes that the notice requirement of

1 Labor Code section 221, 223, 233, 245 and 246 involves a mandatory payroll or workplace injury
2 reporting. Plaintiff is thus informed and believes that Defendants violated these Labor Code
3 sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees
4 have personally suffered violations under these sections and Defendants would be liable for civil
5 penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699,
6 as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.
7 Defendants are further informed and believes, and based thereon alleges, that Defendants' conduct
8 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would
9 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

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

8 28. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
9 have a policy or practice of failing to provide all working employees, including without limitation
10 Plaintiff, with suitable seats when the nature of the work reasonably permits the use of seats.
11 Plaintiff is further informed and believes, and based thereon alleges that Defendants have failed to
12 place an adequate number of seats in reasonable proximity to the work area and/or permitted
13 Plaintiff and other aggrieved employees to use such seats when it does not interfere with the
14 performance of their duties when employees are not engaged in the active duties of their
15 employment and the nature of their work requires standing. Plaintiff and other Aggrieved
16 Employees have personally suffered these violations. Plaintiff is informed and believes that this has
17 resulted in a violation of Labor Code section 1198. As a result, Plaintiff and other Aggrieved
18 Employees have personally suffered violations thereto and Defendants would be liable for civil
19 penalties under Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1)
20 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
21 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
22 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

23 29. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
24 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or
25 disclosing the skills, knowledge and experience they obtained with Defendants for purposes of
26 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
27 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
28 from disclosing who else works with Defendants and under what circumstances that they might be

1 receptive to an offer from a rival employer. As such, Plaintiff is informed and believes that this
2 violates Business and Professions Code sections 17200, 16600, and, by virtue thereof, various
3 provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5, subdivision (k),
4 and 1198, and that Plaintiff and other Aggrieved Employees have personally suffered these
5 violations. Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
6 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
7 would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive
8 relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties
9 pursuant to Labor Code section 2699(f)(2)(B)(ii).

10 30. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
11 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing
12 violations of state and federal law, either within Defendants to their managers or outside of
13 Defendants to private attorneys or government officials, among others, in violation of Business and
14 Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Plaintiff and
15 other Aggrieved Employees personally suffered these violations. In addition, Plaintiff is informed
16 and believes that these policies and/or practices prevent Plaintiff and other Aggrieved Employees
17 from disclosing information about unsafe or discriminatory working conditions, or about wage and
18 hour violations in violation of Labor Code sections 232, 232.5 and 1198. Plaintiff and other
19 Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these
20 violations would expose Defendants to liability for civil penalties pursuant to Labor Code sections
21 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
22 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
23 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
24 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

25 31. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
26 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in
27 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
28 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections

1 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Plaintiff and other
2 Aggrieved Employees personally suffered these violations. Plaintiff is informed and believes that
3 this lawful conduct includes, without limitation, the exercise of Plaintiff and other Aggrieved
4 Employee's constitutional rights of freedom of speech and economic liberty and would thus expose
5 Defendant to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or
6 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and
7 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
8 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
9 Code section 2699(f)(2)(B)(ii).

10 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
11 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
12 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and their
13 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
14 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
15 purported confidentiality agreements, purported severance agreements, or purported release
16 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or
17 Aggrieved Employees by Defendants. And, even more specifically, Plaintiff is informed and
18 believes, and based thereon alleges, that Defendants had and have a practice or policy of requiring
19 Plaintiff and other Aggrieved Employees to agree in writing to confidentiality policies that
20 unlawfully restrain trade by prohibiting employees from speaking with prospective employers about
21 their work with Defendants, including but not limited to their wages and working conditions.
22 Defendants also required Plaintiff and Aggrieved Employees to inform prospective employers of
23 Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work. As a result,
24 Employee is informed and believes that Employer violated Labor Code sections 432.5, and 1198.
25 As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other
26 Aggrieved Employees personally suffered these violations, and that Defendants violated, without
27 limitation, Labor Code section 432.5 and Government Code section 12952, entitling Plaintiff and
28 other Aggrieved Employees to damages. Plaintiff further informed and believes, and based thereon

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

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

9 **PARTIES**

10 **A. Plaintiff**

11 34. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
12 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
13 exempt employee. Plaintiff is informed and believes that Plaintiff worked for Defendants from
14 approximately October of 2021 through approximately April of 2025 .

15 **B. Defendants**

16 35. Plaintiff is informed and believes and based thereon alleges that defendant SUN
17 VALLEY is, and at all times relevant hereto was, a corporation organized and existing under and
18 by virtue of the laws of the State of California and doing business in the County of Los Angeles,
19 State of California.

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

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

5 **JOINT LIABILITY ALLEGATIONS**

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

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

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

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

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

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

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

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

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

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

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

5 **FIRST AND ONLY CAUSE OF ACTION**

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

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

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

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

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

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

1 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
2 violation in connection with each payment that was made in violation of Labor Code section 204.

3 Civil Penalties Under Labor Code § 226.3

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

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

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

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

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

3 Violation of Labor Code § 558

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

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

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

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

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

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

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1 Violation of Labor Code § 1174.5

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

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

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

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

23 Violation of Labor Code § 1197.1

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

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

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

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

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

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

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

3 Civil Penalties Under Labor Code § 2699

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

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

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

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

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1 **PRAYER**

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

- 4 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
5 1174.5, 1197.1, and 2699;
- 6 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
7 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 8 C. For equitable, including, without limitation, injunctive relief;
- 9 C. Pre-judgment and post-judgment interest;
- 10 D. For costs of suit incurred herein; and
- 11 E. Such other and further relief as the Court deems just and proper.
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- 13

14 Dated: June 13, 2025

BIBIYAN LAW GROUP, P.C.

15
16 BY: 

17 MOLLY A. DESARIO

18 FAIK YETGIN

19 Attorneys for Plaintiff ESTEFANY MENDEZ
20 ALVAREZ , as an aggrieved employee, and
21 on behalf of all other aggrieved employees
22 under the Labor Code Private Attorneys'
23 General Act of 2004,
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