

1 **BIBIYAN LAW GROUP, P.C.**

2 Jason Rothman (SBN 304961)

3 *jason@tomorrowlaw.com*

4 Jenna M. Koleson (SBN 350355)

5 *jkoleson@tomorrowlaw.com*

6 1460 Westwood Boulevard

7 Los Angeles, California 90024

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

9 Attorneys for Plaintiff ROBERT LEIVA,

10 as an Aggrieved Employee, and on behalf of all other

11 Aggrieved Employees

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF TULARE**

14 ROBERT LEIVA, as an Aggrieved Employee,
15 and on behalf of all other Aggrieved Employees
16 under the Labor Code Private Attorneys'
17 General Act of 2004,

18 Plaintiff

19 v.

20 MERLE STONE CHEVROLET, INC., a
21 California corporation; MERLE STONE
22 PORTERVILLE, INC., a California
23 corporation; and DOES 1 through 100,
24 inclusive,

25 Defendants.

Case Management Conference

10/14/2026 08:30 AM - Department 02

To obtain an ADR packet please visit the court's website.

<https://www.tulare.courts.ca.gov/divisions/civil>

CASE NO.: VCU336100

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 ROBERT LEIVA ("Plaintiff"), as an Aggrieved Employee, and on behalf of all
2 other Aggrieved Employees under the Labor Code Private Attorneys' General Act of 2004, alleges
3 as follows:

4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against MERLE STONE
7 CHEVROLET, INC., a California corporation, and any of its respective subsidiaries or affiliated
8 companies within the State of California ("Merle Stone Chevrolet"), and MERLE STONE
9 PORTERVILLE, INC., a California corporation, and any of its respective subsidiaries or affiliated
10 companies within the State of California ("Merle Stone Porterville"), (hereinafter, Merle Stone
11 Chevrolet and Merle Stone Porterville, collectively, with DOES 1 through 100, as further defined
12 below, "Defendants") as a proxy of the Labor and Workforce Development Agency of the State of
13 California ("LWDA"), on behalf of Plaintiff and all Aggrieved Employees that worked for
14 Defendants during the PAGA Period. Specifically, in connection with any alleged claims for failure
15 to comply with Labor Code sections 200, 201, 202, 203, 204, 210, 221, 226, 226.3, 227.3, 245, 246,
16 432.5, 432.7, 432.8, 1198, 1198.5, as well as applicable Wage Orders, Plaintiff seeks to represent
17 all current and former employees that worked for Defendants during the PAGA Period. On all other
18 claims mentioned herein, Plaintiff seeks to represent only non-exempt current and former employees
19 that worked for Defendants during the PAGA Period. Collectively, these employees are herein
20 referred to as "Aggrieved Employees." The "PAGA Period" refers to one year preceding the date
21 notice was submitted to the LWDA, continuing past the date of notice to the LWDA into perpetuity.

22 **PARTIES**

23 2. Plaintiff ROBERT LEIVA is a resident of the State of California. At all relevant
24 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 employed Plaintiff as a non-exempt employee. Plaintiff worked as a Parts Driver with duties that
26 included, but were not limited to, delivering parts for the dealership, driving customers around,
27 retrieving parts from storage, and assisting as a cashier and in customer service. Plaintiff is informed
28 and believes, and based thereon alleges, that Plaintiff ROBERT LEIVA worked for Defendants

1 from approximately September of 2021 through approximately February of 2026.

2 3. Plaintiff is informed and believes and based thereon alleges that defendant Merle
3 Stone Chevrolet is, and at all times relevant hereto was, a corporation existing under and by virtue
4 of the laws of the State of California and doing business in the County of Tulare, State of California.
5 At all relevant times herein, Merle Stone Chevrolet employed Plaintiff and Aggrieved Employees
6 within the State of California.

7 4. Plaintiff is informed and believes and based thereon alleges that defendant Merle
8 Stone Porterville is, and at all times relevant hereto was, a corporation existing under and by virtue
9 of the laws of the State of California and doing business in the County of Tulare, State of California.
10 At all relevant times herein, Merle Stone Porterville employed Plaintiff and Aggrieved Employees
11 within the State of California.

12 5. The true names and capacities, whether individual, corporate, associate, or otherwise,
13 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
14 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
15 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
16 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
17 Plaintiff will seek leave of court to amend this complaint to reflect the true names and capacities of
18 the defendants designated hereinafter as DOES when such identities become known.

19 **JOINT LIABILITY ALLEGATIONS**

20 6. Plaintiff is informed and believes, and based thereon alleges, that each defendant
21 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
22 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are
23 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
24 to "Defendants," it shall include Merle Stone Porterville, Merle Stone Chevrolet, and any of their
25 parent, subsidiary, or affiliated companies within the State of California, as well as DOES 1 through
26 100 identified herein.

27 7. Plaintiff is informed and believes and based thereon alleges that all the times
28 mentioned herein, each of the Defendants was the agent, principal, employee, employer,

1 representative, joint venture or co-conspirator of each of the other defendants, either actually or
2 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
3 employment, joint venture, and conspiracy.

4 8. All of the acts and conduct described herein of each and every corporate defendant
5 was duly authorized, ordered, and directed by the respective and collective defendant corporate
6 employers, and the officers and management-level employees of said corporate employers. In
7 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
8 their said employees, agents, and representatives, and each of them; and upon completion of the
9 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
10 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
11 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
12 aforementioned corporate employees, agents and representatives.

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

15 **JURISDICTION**

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

18 11. Venue is proper in Tulare County, California pursuant to Code of Civil Procedure
19 sections 392, *et seq.* because, among other things, Tulare County is where the causes of action
20 complained of herein arose; the county in which the employment relationship began; the county in
21 which performance of the employment contract, or part of it, between Plaintiff and Defendants was
22 due to be performed; the county in which the employment contract, or part of it, between Plaintiff
23 and Defendants was actually performed; and the county in which Defendants, or some of them,
24 reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Aggrieved
25 Employees in Tulare County, and Defendants employ Aggrieved Employees in Tulare County.

26 **PAGA REPRESENTATIVE ALLEGATIONS**

27 12. Plaintiff is an "Aggrieved Employee" under PAGA, as Plaintiff was employed by
28 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein, even

1 if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks to
2 recover civil penalties under PAGA, plus reasonable attorneys' fees and costs, for Plaintiff and all
3 other Aggrieved Employees of Defendants during the PAGA Period.

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

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

12 15. Pursuant to Labor Code section 2699.3, on or around April 3, 2026, Plaintiff
13 provided written notice of Defendants' violation of various provisions of the Labor Code to the
14 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

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

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

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

27 19. In the event that Defendants, or either of them, is/are determined to have, prior to
28 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff

1 and/or Plaintiff's counsel, adequately taken all reasonable steps to be in compliance with all
2 provisions identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to
3 section 2699(g)(1)-(3).

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

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

18 **FACTUAL ALLEGATIONS**

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

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

1 24. Upon information and belief, Defendants failed to accurately track and/or pay for all
2 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
3 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
4 including, without limitation, by requiring Plaintiff and Aggrieved Employees to come early to work
5 and leave late work without being able to clock in for all that time, to suffer under Defendants'
6 control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-
7 shift tasks after clocking out, to clock out for meal periods and continue working, to don and doff
8 uniforms and/or safety equipment off the clock, to attend company meetings off the clock, and to
9 make phone calls or drive off the clock.

10 25. Moreover, upon information and belief, Defendants detrimentally rounded, edited
11 and/or manipulated time entries so the hours recorded were less than the hours actually worked. By
12 way of example, Employer maintained a practice of regularly rounding Plaintiff's straight time and
13 overtime to the nearest whole hour.

14 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
16 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
17 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
18 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiff is further
19 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
20 violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
21 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
22 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
23 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

24 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
25 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
26 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
27 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
28 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and

1 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; not
2 providing timely meal periods; failing to provide first and second meal periods; providing short
3 meal periods, including without, limitation meal periods that were recorded for less than thirty
4 minutes, and meal periods that may appear on the record to be thirty minutes or longer but in practice
5 were shorter than thirty minutes due to time required to walk to and from a suitable break area, time
6 spent having to wait in line to clock back in, and /or having to retrieve and store personal belongings
7 during the meal period; requiring that employees carry cellular telephones or walkie-talkies during
8 meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call
9 meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during
10 which employees worked. By way of example, Defendants would become upset with Plaintiff for
11 requesting to take his lunch break before the fifth hour and would burden Plaintiff with tasks to
12 complete before the fifth hour, knowing Plaintiff would be unable to take a timely lunch.
13 Additionally, when Plaintiff was required to forgo his meal period, his supervisors instructed him
14 to enter a synthetic meal period, or “write them in,” to show a compliant 30-minute meal period,
15 although one was not taken. Moreover, Defendants would tell Plaintiff to come back to work before
16 his 30-minute meal period had concluded. Lastly, on January 3, 2025, Plaintiff was written up for
17 not taking a timely meal period but was not provided with a meal period premium during that pay
18 period. Plaintiff and other Aggrieved Employees personally suffered these violations.
19 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 violated Labor Code sections 512 and 1198 each day for each Aggrieved Employee during the
21 PAGA Period, and thus each Aggrieved Employee was owed one hour of premium pay at their
22 regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7.
23 However, Plaintiff is informed and believes that those premium payments under Labor Code section
24 226.7 were not made for these non-compliant meal periods, either at all or at the proper regular rate
25 of pay. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210 (for
26 failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of
27 compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or
28 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,

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

4 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
6 including, without limitation, work over four-hour periods (or major fractions thereof) without
7 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
8 and complete ten-minute rest periods in which the employees are completely relieved of all of their
9 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
10 rest periods by, without limitation, by interrupting rest periods; not allowing employees to leave the
11 premises during breaks; by failing to provide rest periods all together; failing to provide rest periods
12 that were at least ten minutes in length, including rest periods that were shorter than ten minutes, or
13 rest periods that may have encompassed a total of ten minutes but were in practice less than ten
14 uninterrupted minutes due to, without limitation, due to time required to walk to and from a suitable
15 break area, having to retrieve and store personal belongings during the rest period, requiring that
16 they be bundled together and/or with meal periods; interrupting them; requiring that employees
17 carry cellular telephones or walkie-talkies during rest periods; not providing rest periods in a timely
18 fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-
19 call rest periods. By way of example, Defendants did not provide Plaintiff rest breaks for the first
20 three years of his employment and was only temporarily provided breaks, before they were
21 withdrawn. Plaintiff and other Aggrieved Employees personally suffered these violations.
22 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 violated the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA
24 Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular
25 rate of pay for each day worked during the PAGA Period under Labor Code section 226.7.
26 However, Plaintiff is informed and believes that those premium payments under Labor Code section
27 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular
28 rate of pay, in violation of Labor Code sections 226.7 and 1198. Defendants would thus be liable

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

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

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

6 30. 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 failing to pay all overtime wages owed, all minimum wages; vacation pay and paid time off (in
10 violation of Labor Code section 227.3); and all premium pay owed as set forth above, among other
11 things. Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 violated Labor Code sections 201, 202 203, and 1198 each pay period for each Aggrieved Employee
13 during the PAGA Period, and thus Plaintiff and each Aggrieved Employee personally suffered these
14 violations and was owed penalties under Labor Code section 203 for each pay period worked during
15 the PAGA Period. However, Plaintiff is informed and believes that those penalties under Labor
16 Code section 203 were not made for these violations of Labor Code sections 201, 202, and 203.
17 Defendants would thus be liable for civil penalties pursuant to Labor Code sections 558, 1198 and
18 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Plaintiff is further informed and
19 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
20 was malicious, fraudulent, or oppressive. As such, Defendants would further be liable for civil
21 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

22 31. Plaintiff is informed and believes, and based thereon alleges that Defendants also
23 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
24 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal
25 vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits,
26 separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for
27 the purchase and maintenance of cellular phones and cellular phone plans, or for compelling or
28 coercing Plaintiff and Aggrieved Employees, including applicants, to patronize in the purchase of a

1 value or things, including, without limitation, the Defendants' product(s) and/or service(s), in direct
2 consequence of the discharge of their duties, or of their obedience to the directions of Defendants,
3 as required by Labor Code sections 1198, 2800, 2802, and other statutory and common law
4 offenses. By way of example, Defendants' "Personal Appearance & Behavior" Policy requires
5 employees to pay out of pocket for one-half the cost of their uniforms and cleaning services. As a
6 result, Plaintiff and other Aggrieved Employees have personally suffered these violations and
7 Defendants are liable to reimburse Plaintiff and other Aggrieved Employees for these costs incurred
8 in furtherance of work duties. Defendants would thus be liable for civil penalties pursuant to Labor
9 Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
10 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above
11 gave rise to such violations and was malicious, fraudulent, or oppressive. As such, Defendants
12 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 32. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
14 have or had a policy or practice of failing to reimburse deposits made, including uniform deposits,
15 together with all interest owed at the separation of employment in violation of Labor Code sections
16 404 and 1198. Plaintiff and other Aggrieved Employees personally suffered these violations, and
17 Plaintiff and other Aggrieved Employees are entitled to damages in the amount of the deposit and
18 accrued interest. Thus, Defendants would also be liable for civil penalties under Labor Code sections
19 558, 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
20 informed and believes, and based thereon alleges, that Defendant's conduct was malicious,
21 fraudulent, and/or oppressive, making Defendants subject to heightened civil penalties pursuant to
22 Labor Code section 2699(f)(2)(B)(ii).

23 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants has or
24 had a policy or practice of unlawfully deducting wages from Plaintiff and other Aggrieved
25 Employees, by issuing in payment of wages due, or to become due, or as an advance on wages to
26 be earned: (1) an order, check, draft, note, memorandum, gift card, or other acknowledgement of
27 indebtedness, (unless it was negotiable and payable in cash, on demand, without discount, at some
28 established place of business in the state), the name and address of which must but did not appear

1 on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must
2 be but was not at least 30 days, the maker or drawer did not have sufficient funds in, or credit,
3 arrangement, or understanding with the drawee for its payment; and/or (2) any scrip, coupon cards,
4 or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than
5 in money. Plaintiff is further informed and believes, and based thereon alleges, that such wages were
6 not compensated at the “regular rate” of compensation as provided under Labor Code sections 226.7
7 and 510, subsection (a), thus violating those Labor Code sections, as well as Labor Code section
8 1198. In addition, Plaintiff is informed and believes that Defendants, by these deductions and/or
9 otherwise, have caused wages earned by Plaintiff and Aggrieved Employees to be charged back or
10 kicked back to Defendants. By way of example, Defendants’ “Personal Appearance & Behavior”
11 Policy requires employees to pay out of pocket for one-half the cost of their uniforms and cleaning
12 services. Additionally, Plaintiff’s wage statements show a “LAUNDRY-PART” post-tax deduction.
13 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants and
14 other Aggrieved Employees have personally suffered violations under these sections and are entitled
15 to relief under, without limitation, Labor Code sections 212, 221, 222 (as it pertains to employees
16 governed by a CBA), 223, 226.7, 246, 510 subsection (a), 1194, and 1197. Plaintiff is further
17 informed and believes, and based thereon alleges, that Defendants’ conduct above gave rise to such
18 violations was malicious, fraudulent, or oppressive. Defendants would thus be liable for civil
19 penalties pursuant to Labor Code sections 558, 1197.1, 1198 and 2699, or injunctive relief under
20 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
21 Labor Code section 2699(f)(2)(B)(ii).

22 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
23 and have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid
24 time off and vacation time owed upon separation of employment as wages at their final rate of pay
25 in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Plaintiff and other
26 Aggrieved Employees have personally suffered these violations and Defendants would be liable for
27 civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and
28 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and

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

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

20 36. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
21 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
22 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
23 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
24 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
25 the sick pay was not provided at the proper regular of pay as required under California law due to
26 failure to properly calculate the regular rate. Plaintiff is additionally informed and believes that the
27 notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory
28 payroll or workplace injury reporting. Plaintiff is thus informed and believes that Defendants

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

9 37. 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, making it difficult for Plaintiff and
14 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Defendants
15 also failed to provide all documents requested by Plaintiff on February 11, 2026, in violation of
16 these Labor Code sections, including but not limited to all personnel documents under Labor Code
17 sections 432 and 1198.5, and time records in violation of Labor Code section 1174. Plaintiff and
18 the Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiff
19 and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5.
20 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5,
21 and 2699. Plaintiff further informed and believes, and based thereon alleges, that Defendants'
22 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants
23 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

24 38. Plaintiff is further informed and believes, and based thereon alleges that Defendants
25 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor
26 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
27 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
28 applicable to their employment; any allowances claimed as part of the minimum wage; the regular

1 payday designated by Defendants; the name of the employer, including any “doing business as”
2 names used by the employer; the physical address of the employer’s main office and the telephone
3 number of the employer; the name, address and telephone number of the workers’ compensation
4 insurance carrier; information regarding paid sick leave; and other pertinent information required to
5 be disclosed by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that
6 Defendants’ failure to provide such information, including rates of pay that are in effect, has
7 permitted Defendants to pay employees at rates of pay that were not agreed upon and violate
8 minimum wage and overtime wage laws in California. Plaintiff is informed and believes that
9 Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and other Aggrieved
10 Employees personally suffered these violations. Plaintiff is further informed and believes, and based
11 thereon alleges, that Defendants’ conduct above gave rise to such violations and was malicious,
12 fraudulent, or oppressive. Among other relief, employees may collect from Defendants in
13 connection with these violations’ civil penalties pursuant to Labor Code sections 558, 1198 and
14 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
15 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

6 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
7 and has a practice or policy of conducting unlawful background checks on prospective and current
8 employees, including without limitation Plaintiff, prior to making a conditional offer. Plaintiff is
9 informed and believes, and based thereon alleges, that Defendants violated applicable laws by,
10 without limitation: requiring job applicants and employees to disclose their conviction history before
11 Defendants made a conditional offer of employment; inquiring into or considering the conviction
12 history of applicants before Defendants made any conditional offers of employment; considering,
13 distributing, or disseminating information about arrests not followed by conviction, referrals to or
14 participation in a pretrial or posttrial diversion program, convictions that have been sealed,
15 dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the
16 convicted person has received a full pardon or has been issued a certificate of rehabilitation, while
17 conducting conviction history background checks in connection with any applications for
18 employment; intending to deny an applicant a position of employment solely or in part because of
19 the applicant's conviction history; and asking applicants for employment to disclose, through any
20 written form or verbally, information concerning or related to an arrest, detention, processing,
21 diversion, supervision, adjudication, or court disposition that occurred while the person was subject
22 to the process and jurisdiction of the juvenile court, to the detriment of Plaintiff and other aggrieved
23 employees. For example, Defendants' "Applicant Statement and Agreement" states that if
24 employees are offered a position, they must agree to a background investigation, which includes
25 inquiries into "...criminal background information...". Furthermore, Plaintiff was required to sign
26 a "Pre-Employment Inquiry Authorization Release" for Defendants to request information including
27 criminal record history.
28

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

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, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
19 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
20 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
21 each failure to pay 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. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
5 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
6 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
7 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
8 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

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

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

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

24 Violation of Labor Code § 558

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

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

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

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

8 51. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
9 each of them, violated, or caused to be violated, the Labor Code sections and Wage Orders
10 regulating wages, hours and days of work described herein, including but not limited to Labor Code
11 sections 201-204, 223, 226.7, 510, 511, 512, 551, 552, 1182.12, 1194, 1197, 1198, and 2802.

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

17 Violation of Labor Code § 1174.5

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

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

28 55. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required

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

9 56. 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 57. 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 58. 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 59. 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,
28 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to

1 Section 203 as follows:

- 2 (1) For any initial violation that is intentionally committed, one hundred dollars
3 (\$100) for each underpaid employee for each pay period for which the
4 employee is underpaid. This amount shall be in addition to an amount
5 sufficient to recover underpaid wages, liquidated damages pursuant to Section
6 1194.2, and any applicable penalties imposed pursuant to Section 203.
- 7 (2) For each subsequent violation for the same specific offense, two hundred fifty
8 dollars (\$250) for each underpaid employee for each pay period for which the
9 employee is underpaid regardless of whether the initial violation is
10 intentionally committed. This amount shall be in addition to an amount
11 sufficient to recover underpaid wages, liquidated damages pursuant to Section
12 1194.2, and any applicable penalties imposed pursuant to Section 203.
- 13 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
14 Section 203, recovered pursuant to this section shall be paid to the affected
15 employee.”

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

20 61. 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 62. 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 63. 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 64. 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 65. Moreover, Plaintiff and other Aggrieved Employees within the State of California
12 whom Plaintiff seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
13 connection with their herein-described claims for civil penalties.

14 **PRAYER**

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

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

24 ///

25 ///

26 ///

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

E. Such other and further relief as the Court deems just and proper.

Dated: June 15, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Jason Rothman
JASON ROTHMAN
JENNA M. KOLESON
Attorneys for Plaintiff ROBERT LEIVA and
on behalf of all other Aggrieved Employees