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as an aggrieved employee, and on behalf of all other

aggrieved employees

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
5/19/2025 6:03 PM
By: Gabriel Mendoza, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

CIVSB2514153

CASE NO.:

IVONE URIBE MARTINEZ, as an aggrieved
employee, and on behalf of all other aggrieved
employees under the Labor Code Private
Attorneys' General Act of 2004,

Plaintiff,

v.

LAUREL WELLNESS AND NURSING
CENTER, LLC., a California limited liability
company; and DOES 1 through 100, inclusive,

Defendants.

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 Ivone Uribe Martinez, as an aggrieved employee, and on behalf of all other
2 aggrieved employees under the Labor Code Private Attorneys' General Act of 2004, alleges as
3 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 Laurel
7 Wellness and Nursing Center, LLC, a California limited liability company, and any of its respective
8 subsidiaries or affiliated companies within the State of California ("Laurel Wellness") as a proxy of
9 the Labor and Workforce Development Agency of the State of California ("LWDA"), on behalf of
10 Plaintiff and all other current and former non-exempt employees of Defendants working within the
11 Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to
12 comply with the Labor Code. Specifically, in connection with the alleged claims for failure to
13 comply with Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 221, 223, 222.5, 226,
14 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, and
15 1198.5, Plaintiff seeks to represent all employees of Laurel Wellness, and each of them, DOES 1
16 through 100, as well as their parents, subsidiaries and affiliates (hereinafter, collectively,
17 "Defendants") working within three years preceding the date of filing Notice with the LWDA and
18 continuing past the LWDA Notice filing date into perpetuity ("Civil Penalty Period"). On all other
19 claims mentioned herein, Plaintiff seeks to represent only non-exempt employees of Defendants
20 working within the Civil Penalty Period. Collectively, those employees shall be known as
21 "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 San Bernardino County, California pursuant to Code of Civil
25 Procedure sections 392, *et seq.* because, among other things, San Bernardino 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 the employment contract, or part of it, between Plaintiff and Defendants
28 was actually performed; and the county in which Defendants, or some of them, reside. Moreover,

1 the unlawful acts alleged herein have a direct effect on Plaintiff and Aggrieved Employees in San
2 Bernardino County, and because Defendants employ Aggrieved Employees in San Bernardino
3 County.

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

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

15 6. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
16 96, 98.6, 201, 201.3, 202, 203, 204, 206.5, 210, 221, 223, 222.5, 226, 226.3, 227.3, 232, 232.5, 233,
17 234, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 510, 512, 551, 552, 558, 1101, 1102, 1102.5, 1174,
18 1174.5, 1182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1197.5, 2800, 2802, 2810.5, 2699, among
19 others, California Code of Regulations, Title 8, Sections 1527, 3366, Business and Professions Code
20 sections 16600, and 17200, Government Code section 12952, as well as applicable Wage Orders.

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

25 8. On or around June 20, 2024, Plaintiff provided written notice pursuant to Labor Code
26 section 2699.3 online and by certified mail, with return receipt requested, of Defendants’ violation
27 of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as
28 by certified mail, with return receipt requested to Defendants, and each of them.

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

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

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

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

19 13. Based on information and belief Defendants' conduct giving rise to the violations
20 detailed herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to
21 increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections
22 2699(g)(3) and 2699(h)(3), are **not** eligible for reduced penalties under either 2699(g) or 2699(h),
23 for remedying violations either prior to or after the Employer's receipt of this notice.

24 14. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
25 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
26 calendar days of the June 20, 2025 postmarked date of the herein-described notice sent by Plaintiff
27 to the LWDA and Defendants.

28 15. Further, on August 27, 2024 Plaintiff provided an amended written notice pursuant

1 to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of
2 Defendants' violation of various, including the herein-described, provisions of the Labor Code, to
3 the LWDA, as well as by certified mail, with return receipt requested to Defendants. Pursuant to
4 Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention
5 to investigate Defendants' alleged violations within sixty-five (65) calendar days of the amended
6 notice dated August 27, 2024.

7 **PAGA REPRESENTATIVE ALLEGATIONS**

8 16. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
9 each of them, had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees
10 to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight
11 workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them
12 proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or
13 pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the
14 clock, including, without limitation, by requiring employees: to come early to work and leave late
15 work without being able to clock in for all that time, to suffer under Employer's control due to
16 completing pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for
17 meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or
18 safety equipment off the clock, to attend company meetings off the clock, to make phone calls off
19 the clock, and/or temperature checks or health screenings off the clock; failing to include all forms
20 of remuneration, including non-discretionary bonuses, incentive pay, and other forms of
21 remuneration into the regular rate of pay for the pay periods where overtime was worked and the
22 additional compensation was earned for the purpose of calculating the overtime rate of pay;
23 detrimental rounding of employee time entries, editing and/or manipulation of time entries to show
24 less hours than actually worked, for paying straight pay instead of overtime pay, for failure to pay
25 overtime as required by Labor Code section 226.2, Consequently, Employee is informed and
26 believes, and based thereon alleges, that Employer violated Labor Code sections 221, 223, 510551,
27 552, 1194, 1198 and applicable Wage Orders based on its practice of providing total compensation
28 that is less than the required legal overtime compensation for the overtime worked, entitling

1 Employee and other aggrieved employees to damages, including, without limitation, at least one
2 hour of unpaid overtime wages each day worked by each Aggrieved Employee during the Civil
3 Penalty Period. Employee further informed and believes, and based thereon alleges, that Employer's
4 conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
5 Employer would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure
6 to timely pay these wages), 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
7 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section
8 2699(f)(2)(B)(ii).

9 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
10 each of them, had and have a practice or policy of failing to compensate Plaintiff and other
11 Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's
12 control every day as a result of, without limitation, failing to accurately track and/or pay for all
13 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
14 including, without limitation, by requiring employees: to come early to work and leave late work
15 without being able to clock in for all that time, to suffer under Defendants' control due to long lines
16 for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out,
17 to clock out for meal periods and continue working, to clock out for rest periods, to don and doff
18 uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off
19 the clock, to store and retrieve personal belongings off the clock, to attend company meetings off
20 the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock;
21 detrimental rounding of employee time entries; failing to pay the minimum amounts required under
22 Labor Code section 226.2; editing and/or manipulation of time entries to show less hours than
23 actually worked; and failing to pay split shift premiums. In addition, Plaintiff and other Aggrieved
24 Employees were required to report to work, and did report, but were not put to work and/or were
25 furnished less than half their usual or scheduled day's work without being paid for half the usual or
26 scheduled work at their regular rate of pay. As such, Plaintiff is informed and believes, and based
27 thereon alleges, that Defendants violated, without limitation, Labor Code sections 221, 223, 226.2,
28 1197, 1182.12, Cal. and applicable Wage Orders based on its continued failure to pay minimum

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

10 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
11 and have a practice or policy of failing to compensate Plaintiff and other Aggrieved Employees with
12 minimum wages for all hours worked or otherwise under Employer's control every day as a result
13 of, without limitation, failing to accurately track and/or pay for all minutes actually worked;
14 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
15 by requiring employees: to come early to work and leave late work without being able to clock in
16 for all that time, to suffer under Defendants' control due to complete pre-shift tasks before clocking
17 in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to
18 clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend
19 company meetings off the clock, to make phone calls, receive and respond to emails and/or texts,
20 off-the-clock; detrimental rounding of employee time entries; editing and/or manipulation of time
21 entries to show less hours than actually worked; and failing to pay split shift premiums. In addition,
22 Plaintiff and other Aggrieved Employees were required to report to work, and did report, but were
23 not put to work and/or were furnished less than half their usual or scheduled day's work without
24 being paid for half the usual or scheduled work at their regular rate of pay. These acts and/or
25 omissions violated Labor Code sections 1771, 1774 and 1198, and, thus Plaintiff would be liable
26 for civil penalties pursuant to these sections and Labor Code section 2699, or injunctive relief under
27 sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges,
28

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

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

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

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

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

3 21. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
4 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
5 statements and similar payroll documents under Labor Code section 226, documents signed to
6 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
7 section 1198.5, time records under Labor Code section 1174, the names and addresses of all
8 employees employed and the ages of all minors under Labor Code section 1174, subsection (c),
9 payroll records showing the hours worked daily by and the wages paid to, and the number of piece-
10 rate units earned by, and applicable piece rate paid to, employees employed at the respective place
11 of employment under Labor Code section 1174, subsection (d), and a copy of the payroll record
12 provided by the contractor under Labor Code section 1695.55, as well as the information required
13 to be kept under Labor Code sections 2673 and/or 1776, subdivision (a), making it difficult for
14 Employee and other aggrieved employees to calculate their unpaid wages and/or premium
15 payments. Employer also failed to provide these documents to Employee and other Aggrieved
16 Employees upon request in violation of these Labor Code sections, as well as Labor Code section
17 1198 and/or 1775, subdivision (b)(1). Plaintiff and the Aggrieved Employees personally suffered
18 these violations, which in turn would entitle Plaintiff and other Aggrieved Employees to penalties
19 prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for civil
20 penalties pursuant to Labor Code sections 558, 1174.5, 1695.55, 1198, and 2699. Plaintiff is further
21 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
22 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
23 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

24 22. As a result of, among other things, Defendants' herein-described policy or practice
25 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
26 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
27 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
28 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and

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

1 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
2 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
3 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
4 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
5 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at
6 the proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes,
7 and based thereon alleges, that Defendants violated Labor Code sections 201, 202, 203, 204a,
8 204.1, 204.2, 205, 205.5 and 1198 each pay period for each Aggrieved Employee during the PAGA
9 Period, and that, thus Plaintiff and each Aggrieved Employee personally suffered these violations
10 and was owed penalties under Labor Code section 203 204, for each pay period worked during the
11 PAGA Period. However, Plaintiff is informed and believes that those penalties under Labor Code
12 section 203 and/or 204 were not made for these violations of Labor Code sections 201, 201.5, 201.7,
13 202, 203, 204, . Plaintiff is further informed and believes, and based thereon alleges, that
14 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
15 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1198 and
16 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Defendants would further be liable
17 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

18 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 required or require the execution of a release of claim or right on account of wages due, or to become
20 due, or made as an advance on wages to be earned, including, without limitation, as a condition of
21 being paid, to execute a statement of the hours worked during a pay period in which Defendants
22 knew to be false. As such, Plaintiff is informed and believes, and based thereon alleges that
23 Defendants violated Labor Code sections 206.5 and 1198, and that Plaintiff and other Aggrieved
24 Employees have personally suffered these violations. Plaintiff is further informed and believes, and
25 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
26 fraudulent, or oppressive. Defendants would be liable for civil penalties pursuant to Labor Code
27 sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
28 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

21 26. Plaintiff is informed and believes, and based thereon alleges that Defendants also
22 failed and refused, and continues to fail and refuse, to reimburse employees, including, without
23 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal
24 vehicles (*i.e.*, mileage and gas), purchasing uniforms, separately laundering mandatory uniforms,
25 for the purchase of tools and safety equipment, and for the purchase and maintenance of cellular
26 phones and cellular phone plans, for pre-employment medical, physical or drivers’ exams taken as
27 a condition of employment, , in direct consequence of the discharge of their duties, or of their
28 obedience to the directions of Defendants, as required by Labor Code sections 222.5, 1198, 2800,

1 2802, and other statutory and common law offenses. As a result, Plaintiff and other Aggrieved
2 Employees have personally suffered these violations and Defendants are liable to reimburse Plaintiff
3 and other Aggrieved Employees for these costs incurred in furtherance of work duties. Plaintiff
4 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
5 to such violations was malicious, fraudulent, or oppressive. In addition, Defendants would be liable
6 for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under
7 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
8 Labor Code section 2699(f)(2)(B)(ii).

9 27.

10 28. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
11 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
12 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
13 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
14 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
15 the sick pay was not provided at the proper regular of pay as required under California law due to
16 failure to properly calculate the regular rate. Plaintiff is further informed and believes that
17 Defendants also did not permit its use upon request by Plaintiff and other Aggrieved Employees as
18 contemplated under California and local laws, including, without limitation, under Labor Code
19 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
20 without retaliation. Plaintiff is additionally informed and believes that the notice requirement of
21 Labor Code section 221, 222 (as it pertains to employees governed by a CBA), 223, 233, 234, 245
22 and 246 involves a mandatory payroll or workplace injury reporting. Plaintiff is thus informed and
23 believes that Defendants violated these Labor Code sections, as well as Labor Code section 1198.
24 As such, Plaintiff and other Aggrieved Employees have personally suffered violations under these
25 sections and Defendants would be liable for civil penalties for violation of the paid sick leave
26 regulations under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or
27 restitutionary relief, and reasonable attorneys' fees and costs. Defendants are further informed and
28 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was

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

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

14 30. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
15 have a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor
16 Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive,
17 of any calendar month shall be paid for between the 16th and 26th day of the month during which
18 the labor was performed, and labor performed between the 16th and the last day, inclusive of any
19 calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
20 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
21 and other Aggrieved Employees every day and every workweek in accordance with Labor Code
22 sections 204 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges that
23 Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees have
24 personally suffered these violations. Plaintiff further informed and believes, and based thereon
25 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
26 oppressive. Plaintiff would be liable for civil penalties pursuant to Labor Code sections 210, 558,
27 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff would further
28 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 31. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
2 have a policy of failing to provide all temporary workers, including without limitation, Plaintiff,
3 with owed wages weekly by not later than the regular payday of the following week. Plaintiff is
4 informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198.
5 As a result, pursuant to Labor Code section 201.3, Plaintiff and other Aggrieved Employees have
6 personally suffered violations thereto and Plaintiff would be liable for civil penalties pursuant to
7 Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
8 2699(k). Plaintiff further informed and believes, and based thereon alleges, that Defendants'
9 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
10 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

26 33. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
27 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or
28 disclosing the skills, knowledge and experience they obtained with Defendants for purposes of

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

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

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

14 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
15 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
16 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and their
17 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
18 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
19 purported confidentiality agreements, purported severance agreements, or purported release
20 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or
21 Aggrieved Employees by Defendants. And, even more specifically, Plaintiff is informed and
22 believes, and based thereon alleges, that Defendants had and have a practice or policy of requiring
23 Plaintiff and other Aggrieved Employees to agree in writing to confidentiality policies that
24 unlawfully restrain trade by prohibiting employees from speaking with prospective employers about
25 their work with Defendants, including but not limited to their wages and working conditions.
26 Defendants also required Plaintiff and Aggrieved Employees to inform prospective employers of
27 Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work. As a result,
28 Employee is informed and believes that Employer violated Labor Code sections 432.5, 1700.31 and

1 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other
2 Aggrieved Employees personally suffered these violations, and that Defendants violated, without
3 limitation, Labor Code section 432.5 and Government Code section 12952, entitling Plaintiff and
4 other Aggrieved Employees to damages. Plaintiff further informed and believes, and based thereon
5 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
6 oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections
7 432.5, 1198, 1700.31 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
8 Defendants would further be liable for civil penalties pursuant to Labor Code section
9 2699(f)(2)(B)(ii).

10 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
11 and have a practice or policy of conducting unlawful background checks on prospective and current
12 employees, including without limitation Plaintiff, prior to making a conditional offer. Plaintiff is
13 informed and believes, and based thereon alleges, that Defendants violated applicable laws by,
14 without limitation: requiring job applicants and employees to disclose their conviction history before
15 Defendants made a conditional offer of employment; inquiring into or considering the conviction
16 history of applicants before Defendants made any conditional offers of employment; considering,
17 distributing, or disseminating information about arrests not followed by conviction, referrals to or
18 participation in a pretrial or posttrial diversion program, convictions that have been sealed,
19 dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the
20 convicted person has received a full pardon or has been issued a certificate of rehabilitation, while
21 conducting conviction history background checks in connection with any applications for
22 employment; intending to deny an applicant a position of employment solely or in part because of
23 the applicant's conviction history; and asking applicants for employment to disclose, through any
24 written form or verbally, information concerning or related to an arrest, detention, processing,
25 diversion, supervision, adjudication, or court disposition that occurred while the person was subject
26 to the process and jurisdiction of the juvenile court, to the detriment of Employee and other
27 aggrieved employees. As such, Plaintiff is informed and believes, and based thereon alleges, that
28 Plaintiff and other Aggrieved Employees personally suffered these violations, as well as violation

1 of Labor Code section 1198, and that Employer violated, without limitation, Labor Code sections
2 432.7 and 1198, as well as Government Code section 12952, entitling Plaintiff and other Aggrieved
3 Employees to damages. Plaintiff is further informed and believes, and based thereon alleges, that
4 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
5 Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8,
6 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
7 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

8 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
9 and have a practice or policy of relying on the salary history information of an applicant for
10 employment as a factor in determining whether to offer employment to an applicant or what salary
11 to offer the applicant in violation of Labor Code section 432.3 by including, on Defendants'
12 application for employment, an inquiry regarding current and/or former salary history information,
13 including, without limitation, compensation and benefits of the applicant for employment. Plaintiff
14 is informed and believes that this practice has resulted in unequal pay. Specifically, for this reason,
15 as well as for other reasons, Plaintiff is informed and believes, and based thereon alleges, that
16 Employer has failed to pay its employees at wage rates less than those paid to employees of the
17 opposite sex and/or another race or ethnicity for substantially similar work, when viewed as a
18 composite of skill, effort, and responsibility, and/or performed under similar working conditions
19 without sufficient legal rationale. Finally, Plaintiff is informed and believes, and based thereon
20 alleges that Employer has discharged and/or discriminated and/or retaliated against Plaintiff and
21 Aggrieved Employees by reason of an action taken by them to invoke or assist in the enforcement
22 of Labor Code section 1197.5. As such, Plaintiff is informed and believes, and based thereon
23 alleges, that Defendants violated, without limitation, Labor Code sections 432.3, 1102.5, 1197.5,
24 and 1198. Plaintiff also alleges that Plaintiff and other Aggrieved Employees personally suffered
25 these violations, and that Plaintiff and other Aggrieved Employees are entitled to damages. Plaintiff
26 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
27 to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for
28 civil penalties pursuant to Labor Code sections 432.3, 1198 and 2699, or injunctive relief under

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

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

7 **PARTIES**

8 **A. Plaintiff**

9 40. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
10 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
11 exempt employee. Plaintiff is informed and believes that Plaintiff worked for Defendants from
12 approximately June of 2020 through at least March 6, 2024.

13 **B. Defendants**

14 41. Plaintiff is informed and believes and based thereon alleges that defendant Laurel
15 Wellness is, and at all times relevant hereto was, a Limited liability company organized and existing
16 under and by virtue of the laws of the State of California and doing business in the County of San
17 Bernardino, State of California.

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

1 include Laurel Wellness, and any of their parent, subsidiary, or affiliated companies within the State
2 of California, as well as DOES 1 through 100 identified herein.

3 **JOINT LIABILITY ALLEGATIONS**

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

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

18 45. Plaintiff is informed and believes, and based thereon alleges, that despite the
19 formation of the purported corporate existence of Laurel Wellness and DOES 1 through 50,
20 inclusive (the "Alter Ego Defendants"), they, and each of them, are one and the same with DOES
21 51 through 100 ("Individual Defendants"), and each of them, due to, but not limited to, the following
22 reasons:

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

28 b. The Individual Defendants derive actual and significant monetary benefits by

1 and through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego Defendants as
2 the funding source for the Individual Defendants' own personal expenditures;

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

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

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

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

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

25 47. Moreover, Plaintiff is informed and believes, and based thereon alleges, that
26 Individual Defendants, and each of them, are liable for the civil penalties, or some of them, described
27 herein because Individual Defendants, and each of them, caused or are otherwise contributed to the
28 violations described herein, or some of them.

1 **FIRST AND ONLY CAUSE OF ACTION**

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

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

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

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

11 50. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
12 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
13 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
14 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
15 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
16 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
17 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

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

27 **Civil Penalties Under Labor Code § 226.3**

28 52. Defendants had and have a policy or practice of failing to comply with Labor Code

1 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
2 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
3 wages earned; the name and address of each employer with whom they have been placed to work;
4 all applicable hourly rates in effect during the pay period and the corresponding number of hours
5 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
6 entity securing the employer's services if the employer is a farm labor contractor; and other such
7 information as required by Labor Code section 226, subdivision (a) and/or Labor Code section 226.2
8 to the extent it does not include for piece-rate work the information required therein including,
9 without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-
10 productive time and rest and recovery periods

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

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

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

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

26 Violation of Labor Code § 558

27 57. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
28 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating

1 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
2 penalty as follows:

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

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

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

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

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

22 Violation of Labor Code § 1174.5

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

1 or papers of the person.”

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

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

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

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

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

28 Violation of Labor Code § 1197.1

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

7 (1) For any initial violation that is intentionally committed, one hundred dollars
8 (\$100) for each underpaid employee for each pay period for which the
9 employee is underpaid. This amount shall be in addition to an amount
10 sufficient to recover underpaid wages, liquidated damages pursuant to Section
11 1194.2, and any applicable penalties imposed pursuant to Section 203.

12 (2) For each subsequent violation for the same specific offense, two hundred fifty
13 dollars (\$250) for each underpaid employee for each pay period for which the
14 employee is underpaid regardless of whether the initial violation is
15 intentionally committed. This amount shall be in addition to an amount
16 sufficient to recover underpaid wages, liquidated damages pursuant to Section
17 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

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

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

Civil Penalties Under Labor Code § 2699

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

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

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

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

PRAYER

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

A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699;

- 1 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
2 210, 226, 3558, 1174.5, 1197.1, and 2699;
3 C. For equitable, including, without limitation, injunctive relief;
4 C. Pre-judgment and post-judgment interest;
5 D. For costs of suit incurred herein; and
6 E. Such other and further relief as the Court deems just and proper.

7 Dated: May 8, 2025

BIBIYAN LAW GROUP, P.C.

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10 BY:



11 DAVID D. BIBIYAN
12 MOLLY A. DESARIO
13 LAUREL N. HOLMES

14 Attorneys for Plaintiff IVONE URIBE
15 MARTINEZ, as an aggrieved employee, and on
16 behalf of all other aggrieved employees under
17 the Labor Code Private Attorneys' General Act
18 of 2004,
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