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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 LOS ANGELES**

14 LUIS A. MARTINEZ, as an aggrieved
15 employee, and on behalf of all other aggrieved
16 employees under the Labor Code Private
17 Attorneys' General Act of 2004,

18 Plaintiff,

19 v.

20 TRANS WORLD FREIGHT SYSTEM
21 CORP., a New York Corporation; and DOES
22 1 through 100, inclusive,

23 Defendants.

CASE NO.: **25STCV26725**

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 LUIS A. 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 TRANS
7 WORLD FREIGHT SYSTEM CORP., a New York Corporation, and any of its respective
8 subsidiaries or affiliated companies within the State of California (Defendant are hereinafter
9 "TRANS WORLD") as a proxy of the Labor and Workforce Development Agency of the State of
10 California ("LWDA"), on behalf of Plaintiff and all other current and former non-exempt employees
11 of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains
12 to the alleged claims for failure to comply with the Labor Code. Specifically, in connection with
13 the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 201, 201.5, 201.7,
14 202, 203, 203.5, 204, 204a, 205, 205.5, 210, 212, 221, 222, 223, 222.5, 226, 226.3, 227.3, 232,
15 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, 1198.5, 1527, 3366, 3457,
16 and 8397.4, Plaintiff seeks to represent all employees of TRANS WORLD, and each of them, DOES
17 1 through 100, as well as their parents, subsidiaries and affiliates (hereinafter, collectively,
18 "Defendants") working within three years preceding the date of filing Notice with the LWDA and
19 continuing past the LWDA Notice filing date into perpetuity ("Civil Penalty Period"). On all other
20 claims mentioned herein, Plaintiff seeks to represent only non-exempt employees of Defendants
21 working within the Civil Penalty Period. Collectively, those employees shall be known as
22 "Aggrieved Employees" herein.

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

25 3. Venue is proper in Los Angeles County, California pursuant to Code of Civil
26 Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where the
27 causes of action complained of herein arose; the county in which the employment relationship
28 began; the county in which performance of the employment contract, or part of it, between Plaintiff

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

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

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

17 6. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
18 96, 98.6, 200, 201, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 205, 205.5, 210, 212, 221, 222, 223,
19 222.5, 226, 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5,
20 1198, 1198.5, 1527, and 8397.4, among others, California Code of Regulations, Title 8, Sections
21 3366 and 3457, Business and Professions Code sections 16600, 16700, and 17200, as well as
22 applicable Wage Orders.

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

27 8. On or around June 19, 2024, Plaintiff provided written notice pursuant to Labor Code
28 section 2699.3 online and by certified mail, with return receipt requested, of Defendants’ violation

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

4 9. On or around August 26, 2024, Plaintiff provided an amended written notice pursuant
5 to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of
6 Defendants' violation of various provisions of the Labor Code, including the herein-described,
7 provisions of the Labor Code, to the LWDA, as well as by certified mail, with return receipt
8 requested to Defendants, and each of them.

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

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

18 12. In the event that Defendants, or any of them, is/are determined to have, prior to this
19 notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
20 and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions
21 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
22 2699(g)(1)-(3).

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

27 14. Based on information and belief, Defendants' conduct giving rise to the violations
28 detailed herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to

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

4 15. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
5 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
6 calendar days of the June 19, 2024 or the August 26, 2024 postmarked dates of the herein-described
7 notice sent by Plaintiff to the LWDA and Defendants.

8 **PAGA REPRESENTATIVE ALLEGATIONS**

9 16. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
10 each of them, had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees
11 to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight
12 workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them
13 proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or
14 pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the
15 clock, including, without limitation, by requiring employees: to come early to work and leave late
16 work without being able to clock in for all that time, to suffer under Employer's control due to long
17 lines for security, to complete pre-shift tasks before clocking in and post-shift tasks after clocking
18 out, to clock out for meal periods and continue working, to make phone calls off the clock, and/or
19 go through security screenings off the clock; failing to include all forms of remuneration, including
20 non-discretionary bonuses and other forms of remuneration into the regular rate of pay for the pay
21 periods where overtime was worked and the additional compensation was earned for the purpose of
22 calculating the overtime rate of pay; editing and/or manipulation of time entries to show less hours
23 than actually worked, for paying straight pay instead of overtime pay, for failure to pay overtime as
24 required by Labor Code section 226.2 all to the detriment of Employee and other Aggrieved
25 Employees. Consequently, Employee is informed and believes, and based thereon alleges, that
26 Employer violated Labor Code sections 221, 223, 510, 551, 552, 1194, 1198, 1811, 1815 and
27 applicable Wage Orders based on its practice of providing total compensation that is less than the
28 required legal overtime compensation for the overtime worked, entitling Employee and other

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

8 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
9 each of them, had and have a practice or policy of failing to compensate Plaintiff and other
10 Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's
11 control every day as a result of, without limitation, failing to accurately track and/or pay for all
12 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
13 including, without limitation, by requiring employees: to come early to work and leave late work
14 without being able to clock in for all that time, to suffer under Defendants' control due to long lines
15 for security, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to
16 clock out for meal periods and continue working, to undergo security checks and/or bag checks off
17 the clock, to make phone calls, receive and respond to emails and/or texts off-the-clock; detrimental
18 rounding of employee time entries; failing to pay the minimum amounts required under Labor Code
19 section 226.2; editing and/or manipulation of time entries to show less hours than actually worked;
20 and failing to pay split shift premiums. As such, Plaintiff is informed and believes, and based
21 thereon alleges, that Defendants violated, without limitation, Labor Code sections 221, 223, 1197,
22 1182.12, Cal. and applicable Wage Orders based on its continued failure to pay minimum wages for
23 all hours worked, that Plaintiff and other Aggrieved Employees personally suffered these violations,
24 and that Plaintiff and other Aggrieved Employees are entitled to actual and liquidated damages
25 under, without limitation, Labor Code sections 1194, 1194.2, and 1198 to compensate them for three
26 unpaid hours of work per week for each Aggrieved Employee in the Civil Penalty Period. Employee
27 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
28 to such violations was malicious, fraudulent, or oppressive. Plaintiff would also be liable for civil

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

4 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
5 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
6 Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours
7 per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
8 compensation in lieu thereof including, each workday, without limitation: by interrupting meal
9 periods; not providing timely meal periods; failing to provide first and second meal periods;
10 providing short meal periods; requiring that employees carry cellular telephones during meal
11 periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal
12 periods. Plaintiff and other Aggrieved Employees personally suffered these violations.
13 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated
14 Labor Code sections 221, 223, 512 and 1198 each day for each Aggrieved Employee during the
15 Civil Penalty Period, and that, thus each Aggrieved Employee was owed one hour of premium pay
16 at their regular rate of pay for each day worked during the Civil Penalty Period under Labor Code
17 section 226.7. However, Plaintiff is informed and believes that those premium payments under
18 Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either at all
19 or at the proper regular rate of pay. Plaintiff would thus be liable for civil penalties pursuant to
20 Labor Code sections 210 (for failure to timely pay these wages), 221, 222 (for employees governed
21 by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant meal
22 periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief
23 under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon
24 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
25 oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section
26 2699(f)(2)(B)(ii).

27 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,

1 including, without limitation, work over four-hour periods (or major fractions thereof) without
2 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
3 and complete ten-minute rest periods in which the employees are completely relieved of all of their
4 duties, including, without limitation: by failing to provide rest periods all together; failing to provide
5 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
6 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
7 than ten uninterrupted minutes due to, without limitation, interrupting them; requiring that
8 employees carry cellular telephones during rest periods; not providing rest periods in a timely
9 fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-
10 call rest periods. Employee and other Aggrieved Employees personally suffered these violations.
11 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated
12 the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and
13 that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay
14 for each day worked during the PAGA Period under Labor Code section 226.7. However, Plaintiff
15 is informed and believes that those premium payments under Labor Code section 226.7 were not
16 made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay,
17 in violation of Labor Code sections 226.7 and 1198. Defendants would thus be liable for civil
18 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221, 223, 558,
19 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to
20 provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1)
21 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
22 conduct above gave rise to such violations 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 20. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
25 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
26 statements and similar payroll documents under Labor Code section 226, documents signed to
27 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
28 section 1198.5, time records under Labor Code section 1174, payroll records showing the hours

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

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

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

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

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

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

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

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

11 25. Plaintiff is informed and believes, and based thereon alleges that Defendants also
12 failed and refused, and continues to fail and refuse, to reimburse employees, including, without
13 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for separately
14 laundering mandatory uniforms, for the purchase of tools and safety equipment, and for the purchase
15 and maintenance of cellular phones and cellular phone plans, as required by Labor Code sections
16 1198, 2800, 2802, and other statutory and common law offenses. As a result, Plaintiff and other
17 Aggrieved Employees have personally suffered these violations and Defendants are liable to
18 reimburse Plaintiff and other Aggrieved Employees for these costs incurred in furtherance of work
19 duties. Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct
20 above gave rise to such violations was malicious, fraudulent, or oppressive. In addition, Defendants
21 would be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive
22 relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties
23 pursuant to Labor Code section 2699(f)(2)(B)(ii).

24 26. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
25 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
26 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
27 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
28 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that

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

16 27. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
17 have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid time
18 off and vacation time owed upon separation of employment as wages at their final rate of pay in
19 violation of Labor Code sections 221, 223, 227.3 and applicable Wage Orders. Plaintiff is thus
20 informed and believes that Defendants violated these Labor Code sections, as well as Labor Code
21 section 1198. As such, Plaintiff and other Aggrieved Employees have personally suffered these
22 violations and Defendants would be liable for civil penalties for violation of Labor Code section
23 227.3 under Labor Code section 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
24 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
25 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
26 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 28. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
28 have a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor

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

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

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

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

1 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
2 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
3 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and their
4 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
5 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
6 purported confidentiality agreements, purported severance agreements, or purported release
7 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or
8 Aggrieved Employees by Defendants. And, even more specifically, Plaintiff is informed and
9 believes, and based thereon alleges, that Defendants had and have a practice or policy of requiring
10 Plaintiff and other Aggrieved Employees to agree in writing to confidentiality policies that
11 unlawfully restrain trade by prohibiting employees from speaking with prospective employers about
12 their work with Defendants, including but not limited to their wages and working conditions.
13 Defendants also required Plaintiff and Aggrieved Employees to inform prospective employers of
14 Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work. As a result,
15 Employee is informed and believes that Employer violated Labor Code sections 432.5, 1700.31 and
16 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other
17 Aggrieved Employees personally suffered these violations, and that Defendants violated, without
18 limitation, Labor Code section 432.5 and Government Code section 12952, entitling Plaintiff and
19 other Aggrieved Employees to damages. Plaintiff further informed and believes, and based thereon
20 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
21 oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections
22 432.5, 1198, 1700.31 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
23 Defendants would further be liable for civil penalties pursuant to Labor Code section
24 2699(f)(2)(B)(ii).

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

1 **PARTIES**

2 **A. Plaintiff**

3 34. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
4 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
5 exempt employee, with duties that included, but were not limited to, breaking down shipments,
6 inventory management, and safety compliance. Plaintiff is informed and believes that Plaintiff
7 worked for Defendants from approximately August of 2018 through approximately July of 2024.

8 **B. Defendants**

9 35. Plaintiff is informed and believes and based thereon alleges that defendant TRANS
10 WORLD FREIGHT SYSTEM CORP.. is, and at all times relevant hereto was, a corporation
11 organized and existing under and by virtue of the laws of the State of New York and doing business
12 in the County of Los Angeles, State of California.

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

26 **JOINT LIABILITY ALLEGATIONS**

27 37. Plaintiff is informed and believes, and based thereon alleges, that at all 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 38. 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 39. Plaintiff is informed and believes, and based thereon alleges, that despite the
14 formation of the purported corporate existence of TRANS WORLD and DOES 1 through 50,
15 inclusive (the "Alter Ego Defendants"), they, and each of them, are one and the same with DOES
16 51 through 100 ("Individual Defendants"), and each of them, due to, but not limited to, the following
17 reasons:

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

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

26 c. Plaintiff is informed and believes, and thereon alleges, that the Individual
27 Defendants and the Alter Ego Defendants, while really one and the same, were segregated to appear
28 as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or

1 accomplishing some other wrongful or inequitable purpose;

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

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

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

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

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

24 **FIRST AND ONLY CAUSE OF ACTION**

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

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

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

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

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46. Defendants had and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; the name and address of each employer with whom they have been placed to work; all applicable hourly rates in effect during the pay period and the corresponding number of hours

1 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
2 entity securing the employer's services if the employer is a farm labor contractor; and other such
3 information as required by Labor Code section 226, subdivision (a) and/or Labor Code section 226.2
4 to the extent it does not include for piece-rate work the information required therein including,
5 without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-
6 productive time and rest and recovery periods

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

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

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

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

22 Violation of Labor Code § 558

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

- 27 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
28 pay period for which the employee was underpaid in addition to an amount sufficient

1 to recover underpaid wages;

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

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

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

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

18 Violation of Labor Code § 1174.5

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

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

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

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

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

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

Violation of Labor Code § 1197.1

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

1 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
2 Section 203 as follows:

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

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

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

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

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

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

3 Civil Penalties Under Labor Code § 2699

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

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

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

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

19 **PRAYER**

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

- 22 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
23 1174.5, 1197.1, and 2699;
- 24 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
25 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 26 C. For equitable, including, without limitation, injunctive relief;
- 27 C. Pre-judgment and post-judgment interest;
- 28 D. For costs of suit incurred herein; and

1 E. Such other and further relief as the Court deems just and proper.
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4 Dated: September 11, 2025

BIBIYAN LAW GROUP, P.C.

5 BY: 
6 MOLLY A. DESARIO
7 FAIK YETGIN

8 Attorneys for Plaintiff LUIS A. MARTINEZ,
9 as an aggrieved employee, and on behalf of all
10 other aggrieved employees under the Labor
11 Code Private Attorneys' General Act of 2004
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