

J. GILL LAW GROUP, P.C.

Jasmin K. Gill (SBN 315090)
Sacha Pomares (SBN 337642)
515 South Flower Street, Suite 1800
Los Angeles, California 90071
Tel: (213) 459-6023; Fax: (310) 728-2137

FRANKLIN LAW, P.C.

Zachary Franklin (SBN 302042)
100 Wilshire Boulevard, Suite 700
Santa Monica, California 90401-3602
Tel: (424)-258-5129

Attorneys for Plaintiff, JAMES BIBEAU,
as an aggrieved employee, and on behalf of all other
aggrieved employees,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

Plaintiff,

v.

WATERMARK SECURITY GROUP, INC., a
Nevada stock corporation; JAMIE ALLEN
MCBRIDE, an individual; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 24STCV21579

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**

DEMAND FOR JURY TRIAL

[Amount in Controversy Greater Than
\$35,000.00]

COMES NOW plaintiff JAMES BIBEAU (“Plaintiff”), as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys’ General Act of 2004, and alleges as follows:

JURISDICTION AND VENUE

1. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against WATERMARK SECURITY GROUP, INC. (“WATERMARK”), and any of its respective subsidiaries or affiliated companies within the State of California, and JAMIE ALLEN MCBRIDE (“MCBRIDE”, and WATERMARK, collectively with its respective subsidiaries or affiliated companies within the State of California, and DOES 1 through 100, as further defined below, are collectively hereinafter referred to as “Defendants”), as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 227.3, Labor Code section 246, *et seq.*, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech on behalf of all employees of Defendants working within the Civil Penalty Period (collectively, “Aggrieved Employees”).

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

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

1 Aggrieved Employees in Los Angeles County.

2 4. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
3 Defendants during the applicable statutory period and suffered one or more of the Labor Code
4 violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term “civil
5 penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code
6 Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”) plus
7 reasonable attorneys’ fees and costs, for Plaintiff and all other aggrieved current and former
8 employees of Defendants during the Civil Penalty Period.

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

13 6. During the period beginning one (1) year preceding the provision of notice to the
14 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
15 Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226,
16 226.3, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194,
17 1194.2, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5, among others.

18 7. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
19 such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within
20 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
21 specified in Labor Code section 2699.3.

22 8. On or around June 18, 2024, Plaintiff provided written notice pursuant to Labor Code
23 section 2699.3 online and by certified mail, with return receipt requested, of Defendants’ violation
24 of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as
25 by certified mail, with return receipt requested to Defendants, and each of them.

26 9. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
27 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)
28 calendar days of the June 18, 2024 postmarked date of the herein-described notice sent by Plaintiff

1 to the LWDA and Defendants.

2 **PAGA REPRESENTATIVE ALLEGATIONS**

3 10. At all relevant times mentioned herein, Defendants had and have a policy or practice
4 of failing to pay overtime wages to Plaintiff and other Aggrieved Employees in the State of
5 California in violation of California state wage and hour laws as a result of, without limitation,
6 Plaintiff and other Aggrieved Employees working over eight (8) hours per day, forty (40) hours per
7 week, and/or seven (7) straight workdays in a workweek without paying them proper overtime
8 wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes and
9 hours actually worked at the proper overtime rate of pay; automatically deducting 30-minutes from
10 employees' hours worked for meal periods not actually taken, interrupted, and/or less than 30-
11 minutes in length; engaging, suffering, or permitting employees to work off the clock, including,
12 without limitation, by requiring employees: to come early to work and leave work late without being
13 able to clock in for all that time, to complete pre-shift tasks before clocking in and post-shift tasks
14 after clocking out, to make or respond to telephone calls and/or text messages off the clock; to clock
15 out for meal periods and continue working, to don and doff uniforms and/or equipment off the clock,
16 to undergo temperature checks off-the-clock; failing to include all forms of remuneration, including
17 non-discretionary bonuses, incentive pay, meal allowances, and other forms of remuneration into
18 the regular rate of pay for the pay periods where overtime was worked and the additional
19 compensation was earned for the purpose of calculating the overtime rate of pay; editing and/or
20 manipulation of time entries to show less hours than actually worked; and for paying straight pay
21 instead of overtime pay or otherwise paying overtime hours and minutes worked at the improper
22 rate(s) of pay, to the detriment of Plaintiff and other Aggrieved Employees.

23 11. At all relevant times mentioned herein, Defendants had and have a practice or policy
24 of failing to compensate Plaintiff and other Aggrieved Employees with minimum wages for all hours
25 worked or otherwise under Defendants' control as a result of, without limitation, failing to
26 accurately track and/or pay for all minutes and hours actually worked at their regular rate of pay that
27 is above the minimum wage; automatically deducting 30-minutes from employees' hours worked
28 for meal periods not actually taken, interrupted and/or less than 30-minutes in length; engaging,

1 suffering, or permitting employees to work off the clock, including, without limitation, by requiring
2 employees: to come early to work and leave work late without being able to clock in for all that
3 time, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to make
4 or respond to telephone calls and/or text messages off the clock; to clock out for meal periods and
5 continue working, to don and doff uniforms and/or equipment off the clock, to undergo temperature
6 checks off-the-clock; editing and/or manipulation of time entries to show less hours than actually
7 worked; failing to pay reporting time pay; and failing to pay split shift premiums to the detriment of
8 Plaintiff and other Aggrieved Employees.

9 12. At all relevant times mentioned herein, Defendants had and have a policy or practice
10 of failing to provide Plaintiff and other Aggrieved Employees a full, timely thirty (30) minute
11 uninterrupted meal period for days on which they worked more than five (5) hours in a work day
12 and a second thirty (30) minute uninterrupted meal period for days on which they worked in excess
13 of ten (10) hours in a work day, and failing to provide compensation for such unprovided meal
14 periods as required by California wage and hour laws.

15 13. At all relevant times mentioned herein, Defendants had and have a policy or practice
16 of failing to authorize and permit Plaintiff and other Aggrieved Employees to take rest periods of at
17 least ten (10) minutes per four (4) hours worked or major fraction thereof, and failing to provide
18 compensation for such unprovided rest period as required by California wage and hour laws.

19 14. At all relevant times mentioned herein, Defendants had and have a policy or practice
20 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
21 Plaintiff and other Aggrieved Employees with itemized wage statements that accurately reflect gross
22 wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable
23 hourly rates in effect during the pay period and the corresponding number of hours worked at each
24 hourly rate by the employee; the legal name of the employer and/or the name and address of the legal
25 entity securing the employer's services; and other such information as required by Labor Code
26 section 226, subdivision (a).

27 15. At all relevant times mentioned herein, Defendants had and have a policy or practice
28 of failing to comply with Labor Code section 226, subdivision (a) by failing to keep adequate or

1 accurate time records including wage statements and similar payroll documents under Labor Code
2 section 226, intentionally failing to furnish Plaintiff and other Aggrieved Employees with
3 documents signed to obtain or hold employment under Labor Code section 432, personnel records
4 under Labor Code section 1198.5, and time records under Labor Code section 1174, making it
5 difficult for Plaintiff and other Aggrieved Employees to calculate their unpaid wages and/or
6 premium payments, to the detriment of Plaintiff and other Aggrieved Employees.

7 16. At all relevant times mentioned herein, Defendants had and have a policy or practice
8 of failing to timely pay Plaintiff and other Aggrieved Employees, among other wages, all wages
9 owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime
10 wages, minimum wages, premium wages, paid time off and vacation time owed as required by Labor
11 Code sections 201, 202, and 203.

12 17. At all relevant times herein, Defendants had and have a policy or practice of failing
13 to pay Plaintiff and Aggrieved Employees their paid time off and vacation time owed upon
14 separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3
15 and applicable Wage Orders.

16 18. At all relevant times mentioned herein, Defendants have had a policy or practice of
17 failing and refusing, and continue to fail and refuse, to reimburse employees, including, without
18 limitation, Plaintiff and other Aggrieved Employees, for the costs incurred in laundering mandatory
19 work uniforms; costs incurred in having to purchase and wear required slip resistant and/or boots;
20 and for the purchase and maintenance of cellular phones and cellular phone plans, in direct
21 consequence of the discharge of their duties, or of their obedience to the directions of Defendants,
22 as required by Labor Code 2802.

23 19. At all relevant times mentioned herein, Defendants have had a policy or practice of
24 failing to pay Plaintiff and Aggrieved Employees their wages in accordance with Labor Code
25 Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of
26 any calendar month shall be paid for between the 16th and 26th day of the month during which the
27 labor was performed, and labor performed between the 16th and the last day, inclusive of any
28 calendar month, shall be paid for between the 1st and 10th day of the following month" and for

1 payroll periods such as those that are weekly, biweekly, or semimonthly, wages must be paid within
2 seven (7) calendar days following the close of the payroll period in which wages were earned.

3 20. At all relevant times mentioned herein, Defendants had and have a policy or practice
4 of preventing Plaintiff and/or Aggrieved Employees from using or disclosing the skills, knowledge
5 and experience they obtained at Defendants for purposes of competing with Defendants, including,
6 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
7 a prospective employer, and from disclosing who else works at Defendants and under what
8 circumstances that they might be receptive to an offer from a rival employer. Plaintiff is informed
9 and believes that this policy and/or practice violates Business and Professions Code sections 17200,
10 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor
11 Code sections 232, 232.5, and 1197.5, subdivision (k).

12 21. Defendants had and have a policy or practice of preventing Plaintiff and/or other
13 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants
14 to their managers or outside to private attorneys or government officials, among others, in violation
15 of Business and Professions Code section 17200, and, thus, in violation of Labor Code section
16 1102.5. In addition, Plaintiff is informed and believes that Defendants' herein-described policies
17 and/or practices prevent Plaintiff and/or other Aggrieved Employees from disclosing information
18 about unsafe or discriminatory working conditions, or about wage and hour violations in violation
19 of Labor Code section 232 and 232.5.

20 22. Defendants had and have a policy or practice of preventing Plaintiff and/or other
21 Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state
22 statutes entitling employees to disclose wages, working conditions, and illegal conduct, including,
23 without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5,
24 subdivision (k). Plaintiff is informed and believes that this lawful conduct includes the exercise of
25 Plaintiff's and/or other Aggrieved Employee's constitutional rights of freedom of speech and
26 economic liberty.

27 23. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
28 Code sections 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699 for the herein-described acts, which

1 violate the California Labor Code as described above, including on behalf of Plaintiff and other
2 Aggrieved Employees pursuant to PAGA.

3 **PARTIES**

4 **A. Plaintiff**

5 24. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
6 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
7 exempt employee, with duties that included, but were not limited to, securing and protecting various
8 sites, protecting employees, and inspecting customers at retail stores. Plaintiff is informed and
9 believes, and based thereon alleges, that Plaintiff worked for Defendant from approximately
10 September of 2016 through approximately June of 2023.

11 **B. Defendants**

12 25. Plaintiff is informed and believes and based thereon alleges that defendant
13 WATERMARK, and at all times relevant hereto was, a corporation organized, authorized, and
14 licensed to do business in the State of Nevada. Plaintiff is further informed and believes, and based
15 thereon alleges, that defendant WATERMARK is authorized to, and does in fact, operate and do
16 business in the County of Los Angeles, State of California.

17 26. Plaintiff is informed and believes and based thereon alleges that WATERMARK is,
18 and at all times relevant hereto was, a “person” as defined in Labor Code section 17 and Cal. Bus.
19 & Prof. Code § 17201.

20 27. Plaintiff is informed and believes, and based thereon alleges, that defendant
21 MCBRIDE is, and at all times relevant hereto was, an individual residing in the State of California,
22 as well as an owner and Chief Executive Officer of WATERMARK. Plaintiff is further informed
23 and believes and based thereon alleges that MCBRIDE violated, or caused to be violated, the above-
24 referenced and below-referenced Labor Code provisions in violation of Labor Code section 558.1.

25 28. The true names and capacities, whether individual, corporate, associate, or otherwise,
26 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
27 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
28 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated

1 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
2 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
3 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
4 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
5 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
6 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
7 other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall
8 include WATERMARK, MCBRIDE, and any of their parent, subsidiary, or affiliated companies
9 within the State of California, as well as DOES 1 through 100 identified herein.

10 **JOINT LIABILITY ALLEGATIONS**

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

16 30. All of the acts and conduct described herein of each and every corporate and limited
17 liability company defendant was duly authorized, ordered, and directed by the respective and
18 collective defendant corporate and limited liability company employers, and the officers, members
19 and management-level employees of said corporate and limited liability company employers. In
20 addition thereto, said corporate and limited liability company employers participated in the
21 aforementioned acts and conduct of their said employees, agents, and representatives, and each of
22 them; and upon completion of the aforesaid acts and conduct of said corporate and limited liability
23 company employees, agents, and representatives, the defendant corporation and limited liability
24 company respectively and collectively ratified, accepted the benefits of, condoned, lauded,
25 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
26 aforementioned corporate and limited liability company employees, agents and representatives.

27 31. Plaintiff is informed and believes, and based thereon allege, that there exists such a
28 unity of interest and ownership between Defendants, and each of them, that their individuality and

1 separateness have ceased to exist.

2 32. Plaintiff is informed and believes, and based thereon alleges that despite the
3 formation of the purported corporate existence of WATERMARK, and DOES 1 through 50,
4 inclusive (the “Alter Ego Defendants”), they, and each of them, are one and the same with
5 MCBRIDE, and DOES 51 through 100 (“Individual Defendants”), and each of them, due to, but not
6 limited to, the following reasons:

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

12 B. The Individual Defendants derive actual and significant monetary benefits by and
13 through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego
14 Defendants as the funding source for the Individual Defendants’ own personal
15 expenditures;

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

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

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

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

11 33. As a result of the aforementioned facts, among others, Plaintiff is informed and
12 believes, and based thereon alleges, that the Individual Defendants, the Alter Ego Defendants, and
13 each of them, are joint employers by virtue of a joint enterprise, and that Plaintiff was an employee
14 of the Alter Ego Defendants and the Individual Defendants. Plaintiff performed services for each
15 and every defendant, and to the mutual benefit of all defendants, and all defendants shared control
16 of Plaintiff, either directly or indirectly, and in the manner in which defendants' business was and
17 is conducted.

18 **FIRST CAUSE OF ACTION**

19 **(Violation of PAGA – Against All Defendants)**

20 34. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
21 and incorporates each by reference as though fully set forth hereat.

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

23 35. At all relevant times herein, Labor Code section 204, requires and required that:
24 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
25 between the 16th and 26th day of the month during which the labor was performed, and labor
26 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
27 between the 1st and 10th day of the following month” and for payroll periods such as those that are
28 weekly, biweekly, or semimonthly, wages must be paid within seven (7) calendar days following

1 the close of the payroll period in which wages were earned.

2 36. At all relevant times herein, Labor Code section 210, subdivision (a) states and
3 stated that “[i]n addition to, and entirely independent and apart from, any other penalty provided in
4 this article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
5 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
6 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
7 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
8 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

9 37. At all relevant times herein, Defendants have had a consistent policy or practice of
10 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
11 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other
12 Aggrieved Employees are entitled to recover civil penalties for Defendants’ violations of Labor
13 Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for
14 each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee
15 for each subsequent violation in connection with each payment that was made in violation of Labor
16 Code section 204.

17 Civil Penalties Under Labor Code § 226.3

18 38. Defendants had and have a policy or practice of failing to comply with Labor Code
19 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
20 with itemized wage statements that accurately reflect: reflect gross wages earned; total hours
21 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
22 corresponding number of hours worked at each hourly rate; and other such information as required
23 by Labor Code section 226, subdivision (a).

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

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

3 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
4 and have a policy or practice of failing to furnish non-exempt employees, including, without
5 limitation, Plaintiff, itemized wage statements that accurately reflect: reflect gross wages earned;
6 total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and
7 the corresponding number of hours worked at each hourly rate; and other such information as
8 required by Labor Code section 226, subdivision (a).

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

14 Violation of Labor Code § 558

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

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

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

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

26 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
27 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
28 causing Plaintiff and other Aggrieved Employees not to: be paid overtime wages and minimum

1 wages, receive meal and rest periods or compensation in lieu thereof, be paid timely wages during
2 their employment and after their employment separation, receive accurate, itemized wage
3 statements, to be provided with the opportunity to inspect employment records, be provided with
4 notice as required under Labor Code section 2810.5, be provided with the proper accrual and use of
5 paid sick leave, and/or be paid out all paid time off and/or vested vacation wages owed at the proper
6 rate of pay.

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

12 Violation of Labor Code § 1174.5

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

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

23 48. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
24 every person employing labor in California to "[k]eep, at a central location in the state or at the
25 plants or establishments at which employees are employed, payroll records showing the hours
26 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
27 piece rate paid to, employees employed at the respective plants or establishments. These records
28 shall be kept in accordance with rules established for this purpose by the commission, but in any

1 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
2 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
3 earned.”

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

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

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

18 Violation of Labor Code § 1197.1

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

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

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

6 C. Wages, liquidated damages, and any applicable penalties imposed pursuant to
7 Section 203, recovered pursuant to this section shall be paid to the affected employee.”

8 53. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
9 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
10 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ to pay minimum wages
11 for all hours worked or otherwise under Defendants’ control due to, without limitation, routinely
12 failing to accurately track and/or pay for all minutes and hours actually worked at their regular rate
13 of pay that is above the minimum wage; automatically deducting 30-minutes from employees’ hours
14 worked for meal periods not actually taken, interrupted and/or less than 30-minutes in length;
15 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
16 by requiring employees: to come early to work and leave work late without being able to clock in
17 for all that time, to complete pre-shift tasks before clocking in and post-shift tasks after clocking
18 out, to make or respond to telephone calls and/or text messages off the clock; to clock out for meal
19 periods and continue working, to don and doff uniforms and/or equipment off the clock, to undergo
20 temperature checks off-the-clock; editing and/or manipulation of time entries to show less hours
21 than actually worked; failing to pay reporting time pay; and failing to pay split shift premiums,
22 entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

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

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Civil Penalties Under Labor Code § 2699

55. 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.

56. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor Code except those for which a civil penalty is specifically provided, the established civil penalty for a violation of those provisions is as follows: if, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

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

REQUEST FOR JURY TRIAL

A. Plaintiff hereby requests a trial by jury.

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, 558.1, 1174.5, 1197.1, and 2699;
- B. An award of reasonable attorneys’ fees and costs pursuant to Labor Code sections 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699;
- C. Pre-judgment and post-judgment interest;
- D. For costs of suit incurred herein; and

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

Dated: August 23, 2024

J. GILL LAW GROUP, P.C.

BY: /s/ Jasmin K. Gill
JASMIN K. GILL
SACHA POMARES
Attorneys for Plaintiff JAMES BIBEAU, as an
aggrieved employee, and on behalf of all other
aggrieved employees under the Labor Code
Private Attorneys' General Act of 2004,