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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 RAQUEL RAE HAILEY MORENO, as an
15 aggrieved employee, and on behalf of all other
16 aggrieved employees under the Labor Code
17 Private Attorneys' General Act of 2004,

18 Plaintiff,

19 v.

20 LUTHRA WINGS, LLC, a Delaware Limited
21 Liability Company doing business as
22 WINGSTOP; and DOES 1 through 100,
23 inclusive,

24 Defendants.

CASE NO.: **25STCV17432**

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 RAQUEL RAE HAILEY MORENO, as an aggrieved employee, and on behalf of
2 all other aggrieved employees under the Labor Code Private Attorneys' General Act of 2004, alleges
3 as follows:

4 **JURISDICTION AND VENUE**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys'
6 General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against LUTHRA
7 WINGS, LLC, a California Corporation, doing business as WINGSTOP, and any of its respective
8 subsidiaries or affiliated companies within the State of California ("LUTHRA"), as a proxy of the
9 Labor and Workforce Development Agency of the State of California ("LWDA"), on behalf of
10 Plaintiff and all other current and former non-exempt employees of Defendants working within the
11 Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to
12 comply with the Labor Code. Specifically, in connection with the alleged claims for failure to
13 comply with Labor Code sections 96, 98.6, 201, 202, 203, 204, 210, 221, 223, 222.5, 226, 226.3,
14 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, and 1198.5,
15 Plaintiff seeks to represent all employees of LUTHRA, and each of them, DOES 1 through 100, as
16 well as their parents, subsidiaries and affiliates (hereinafter, collectively, "Defendants") working
17 within three years preceding the date of filing Notice with the LWDA and continuing past the
18 LWDA Notice filing date into perpetuity ("Civil Penalty Period"). On all other claims mentioned
19 herein, Plaintiff seeks to represent only non-exempt employees of Defendants working within the
20 Civil Penalty Period. Collectively, those employees shall be known as "Aggrieved Employees"
21 herein.

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

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

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

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

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

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

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

27 8. On or around July 29, 2024, Plaintiff provided written notice pursuant to Labor Code
28 section 2699.3 online and by certified mail, with return receipt requested, of Defendants’ violation

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

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

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

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

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

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

26 14. 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

1 calendar days of the July 29, 2024 postmarked date of the herein-described notice sent by Plaintiff
2 to the LWDA and Defendants.

3 **PAGA REPRESENTATIVE ALLEGATIONS**

4 15. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
5 each of them, had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees
6 to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight
7 workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them
8 proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or
9 pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the
10 clock, including, without limitation, by requiring employees: to come early to work and leave late
11 work without being able to clock in for all that time, to suffer under Employer's control due to =
12 pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods
13 and continue working, to clock out for rest periods, to don and doff uniforms and/or safety
14 equipment off the clock, to attend company meetings off the clock, to make phone calls off the
15 clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive
16 pay, and other forms of remuneration into the regular rate of pay for the pay periods where overtime
17 was worked and the additional compensation was earned for the purpose of calculating the overtime
18 rate of pay; detrimental rounding of employee time entries,. Employer would also be liable for civil
19 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198
20 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be
21 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

22 16. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
23 each of them, had and have a practice or policy of failing to compensate Plaintiff and other
24 Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's
25 control every day as a result of, without limitation, failing to accurately track and/or pay for all
26 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
27 including, without limitation, by requiring employees: to come early to work and leave late work
28 without being able to clock in for all that time, to suffer under Defendants' control due to long lines

1 for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out,
2 to clock out for meal periods and continue working, to clock out for rest periods, to don and doff
3 uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off
4 the clock, to store and retrieve personal belongings off the clock, to attend company meetings off
5 the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock;
6 detrimental rounding of employee time entries; editing and/or manipulation of time entries to show
7 less hours than actually worked; and failing to pay split shift premiums. In addition, Plaintiff and
8 other Aggrieved Employees were required to report to work, and did report, but were not put to
9 work and/or were furnished less than half their usual or scheduled day's work without being paid
10 for half the usual or scheduled work at their regular rate of pay. As such, Plaintiff is informed and
11 believes, and based thereon alleges, that Defendants violated, without limitation, Labor Code
12 sections 221, 223, 1197, 1182.12, Cal. and applicable Wage Orders based on its continued failure
13 to pay minimum wages for all hours worked, that Plaintiff and other Aggrieved Employees
14 personally suffered these violations, and that Plaintiff and other Aggrieved Employees are entitled
15 to actual and liquidated damages under, without limitation, Labor Code sections 1194, 1194.2, and
16 1198 to compensate them for at least one unpaid hour of work per day for each Aggrieved Employee
17 in the Civil Penalty Period. Employee further informed and believes, and based thereon alleges, that
18 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
19 Plaintiff would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to
20 timely pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
21 and 2699(k). Plaintiff would further be liable for civil penalties pursuant to Labor Code section
22 2699(f)(2)(B)(ii).

23 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
24 and have a practice or policy of failing to compensate Plaintiff and other Aggrieved Employees with
25 minimum wages for all hours worked or otherwise under Employer's control every day as a result
26 of, without limitation, failing to accurately track and/or pay for all minutes actually worked;
27 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
28 by requiring employees: to come early to work and leave late work without being able to clock in

1 for all that time, to suffer under Defendants' control due to complete pre-shift tasks before clocking
2 in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to
3 clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend
4 company meetings off the clock, to make phone calls, and/or receive and respond to emails and/or
5 texts off-the-clock; detrimental rounding of employee time entries; editing and/or manipulation of
6 time entries to show less hours than actually worked; and failing to pay split shift premiums. In
7 addition, Plaintiff and other Aggrieved Employees were required to report to work, and did report,
8 but were not put to work and/or were furnished less than half their usual or scheduled day's work
9 without being paid for half the usual or scheduled work at their regular rate of pay. These acts and/or
10 omissions violated Labor Code sections 1198, and, thus Defendant would be liable for civil penalties
11 pursuant to these sections and Labor Code section 2699, or injunctive relief under sections
12 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that
13 Defendant's conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
14 Defendant would further be liable for civil penalties pursuant to Labor Code section
15 2699(f)(2)(B)(ii).

16 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
17 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
18 Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours
19 per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
20 compensation in lieu thereof including, each workday, without limitation: by interrupting meal
21 periods; not providing timely meal periods; failing to provide first and second meal periods;
22 providing short meal periods, including without, limitation meal periods that were recorded for less
23 than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer
24 but in practice were shorter than thirty minutes due to time required to walk to and from a suitable
25 break area; requiring that employees carry cellular telephones during meal periods; not permitting
26 employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-
27 deducting meal periods that could not be auto-deducted by law or during which employees
28 worked. Plaintiff and other Aggrieved Employees personally suffered these violations.

1 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated
2 Labor Code sections 221, 223, 512 and 1198 each day for each Aggrieved Employee during the
3 Civil Penalty Period, and that, thus each Aggrieved Employee was owed one hour of premium pay
4 at their regular rate of pay for each day worked during the Civil Penalty Period under Labor Code
5 section 226.7. However, Plaintiff is informed and believes that those premium payments under
6 Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either at all
7 or at the proper regular rate of pay. Defendant would thus be liable for civil penalties pursuant to
8 Labor Code sections 210 (for failure to timely pay these wages), 221, 223, 558, 1198 and 2699 for
9 both failing to authorize the taking of compliant meal periods and for failing to provide premium
10 pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k).
11 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above
12 gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be
13 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).
14 Plaintiff is informed and believes, and based thereon alleges, that Defendants maintain policies or
15 practices of compelling Plaintiff and other Aggrieved Employees every day to, including, without
16 limitation, work over four-hour periods (or major fractions thereof) without authorizing and
17 permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely, and complete ten-
18 minute rest periods in which the employees are completely relieved of all of their duties, including,
19 without limitation: by failing to provide rest periods all together; failing to provide rest periods that
20 were at least ten minutes in length, including rest periods that were shorter than ten minutes, or rest
21 periods that may have encompassed a total of ten minutes but were in practice less than ten
22 uninterrupted minutes due to, without limitation, having to retrieve and store personal belongings
23 during the rest period, requiring that they be bundled together and/or with meal periods; interrupting
24 them; requiring that employees carry cellular telephones during rest periods; not providing rest
25 periods in a timely fashion; and not permitting employees to leave the premises; and otherwise
26 requiring on-duty/on-call rest periods. Employee and other Aggrieved Employees personally
27 suffered these violations. Consequently, Plaintiff is informed and believes, and based thereon
28 alleges, that Defendants violated the applicable Wage Order(s) each day for each Aggrieved

1 Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour
2 of premium pay at their regular rate of pay for each day worked during the PAGA Period under
3 Labor Code section 226.7. However, Plaintiff is informed and believes that those premium
4 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
5 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
6 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
7 (for failure to timely pay these wages), 221, 223, 558, 1198 and 2699 for both failing to authorize
8 the taking of compliant rest periods and for failing to provide premium pay under Labor Code
9 section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
10 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
11 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
12 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

1 periods. Specifically, Defendants intentionally failed to furnish employees with itemized wage
2 statements that accurately reflect the hours worked by Plaintiff and other Aggrieved Employees and
3 the rates of pay at which they were or should have been paid (including due to failure to pay at the
4 proper regular rate), thus resulting in a failure to reflect gross and net wages earned and paid at each
5 rate, as well. Consequently, Employee is informed and believes, and based thereon alleges, that
6 Employer violated Labor Code sections 226, and 1198 each day for each Aggrieved Employee
7 during the PAGA Period, and that, thus Employee and each Aggrieved Employee personally
8 suffered these violations and was owed penalties under Labor Code section 226 for each pay period
9 worked during the PAGA Period. Plaintiff is informed and believes that those penalties under
10 Labor Code section 226 were not paid for these violations of Labor Code section 226. Defendants
11 would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699.
12 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above
13 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would also be
14 liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699, or injunctive relief
15 under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties
16 pursuant to Labor Code section 2699(f)(2)(B)(ii).

17 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
18 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
19 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
20 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
21 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at
22 the proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes,
23 and based thereon alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198
24 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Plaintiff and
25 each Aggrieved Employee personally suffered these violations and was owed penalties under Labor
26 Code section 203 for each pay period worked during the PAGA Period. However, Plaintiff is
27 informed and believes that those penalties under Labor Code section 203 were not made for these
28 violations of Labor Code sections 201, 202, 203, 204b. Plaintiff is further informed and believes,

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

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

17 22. Plaintiff is further informed and believes, and based thereon alleges that Defendants
18 failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor
19 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
20 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
21 applicable to their employment, allowances claimed as part of the minimum wage, the regular
22 payday designated by Defendants, the name of the employer, including any "doing business as"
23 names used, the name, address and telephone number of the workers' compensation insurance
24 carrier, information regarding paid sick leave, and other pertinent information required to be
25 disclosed by Employer under Labor Code section 2810.5. Plaintiff is informed and believes that
26 failure to provide such information, including rates of pay that are in effect, has permitted
27 Defendants to pay employees at rates of pay that were not agreed upon and violate minimum wage
28 and overtime wage laws in California. Plaintiff is additionally informed and believes that the notice

1 requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury
2 reporting. Plaintiff is informed and believes that Defendants violated Labor Code sections 1198 and
3 2810.5. Plaintiff and other Aggrieved Employees personally suffered these violations. Plaintiff
4 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
5 to such violations was malicious, fraudulent, or oppressive. Among other relief, employees may
6 collect from Defendants in connection with these violations' civil penalties pursuant to Labor Code
7 sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
8 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

9 23. Plaintiff is informed and believes, and based thereon alleges that Defendants also
10 failed and refused, and continues to fail and refuse, to reimburse employees, including, without
11 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal
12 vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits,
13 separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for
14 the purchase and maintenance of cellular phones and cellular phone plans, for pre-employment
15 medical, physical or drivers' exams taken as a condition of employment, or for compelling or
16 coercing Plaintiff and Aggrieved Employees, including applicants, to patronize in the purchase of a
17 value or things, including, without limitation, Defendants' product(s) and/or service(s), in direct
18 consequence of the discharge of their duties, or of their obedience to the directions of Defendants,
19 as required by Labor Code sections 222.5, 1198, 2800, 2802, and other statutory and common law
20 offenses. As a result, Plaintiff and other Aggrieved Employees have personally suffered these
21 violations and Defendants are liable to reimburse Plaintiff and other Aggrieved Employees for these
22 costs incurred in furtherance of work duties. Plaintiff further informed and believes, and based
23 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
24 fraudulent, or oppressive. In addition, Defendants would be liable for civil penalties pursuant to
25 Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
26 Defendants would further be liable for civil penalties pursuant to Labor Code section
27 2699(f)(2)(B)(ii).
28

1 24. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
2 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
3 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
4 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
5 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
6 the sick pay was not provided at the proper regular of pay as required under California law due to
7 failure to properly calculate the regular rate. Plaintiff is further informed and believes that
8 Defendants also did not permit its use upon request by Plaintiff and other Aggrieved Employees as
9 contemplated under California and local laws, including, without limitation, under Labor Code
10 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
11 without retaliation. Plaintiff is additionally informed and believes that the notice requirement of
12 Labor Code section 221, 223, 233, 245 and 246 involves a mandatory payroll or workplace injury
13 reporting. Plaintiff is thus informed and believes that Defendants violated these Labor Code
14 sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees
15 have personally suffered violations under these sections and Defendants would be liable for civil
16 penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699,
17 as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.
18 Defendants are further informed and believes, and based thereon alleges, that Defendants' conduct
19 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would
20 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 25. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
22 have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid time
23 off and vacation time owed upon separation of employment as wages at their final rate of pay in
24 violation of Labor Code sections 221, 223, 227.3 and applicable Wage Orders. Plaintiff is thus
25 informed and believes that Defendants violated these Labor Code sections, as well as Labor Code
26 section 1198. As such, Plaintiff and other Aggrieved Employees have personally suffered these
27 violations and Defendants would be liable for civil penalties for violation of Labor Code section
28 227.3 under Labor Code section 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)

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

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

19 27. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
20 have a policy of failing to provide all temporary workers, including without limitation, Plaintiff,
21 with owed wages weekly by not later than the regular payday of the following week. Plaintiff is
22 informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198.
23 As a result, pursuant to Labor Code section 201.3, Plaintiff and other Aggrieved Employees have
24 personally suffered violations thereto and Plaintiff would be liable for civil penalties pursuant to
25 Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
26 2699(k). Plaintiff further informed and believes, and based thereon alleges, that Defendants'
27 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
28 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
2 or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for
3 Plaintiff and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Plaintiff
4 and/or Aggrieved Employees on account of a gratuity, or required Plaintiff and/or Aggrieved
5 Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due
6 to the Plaintiff and/or Aggrieved Employees from the Defendants. In addition, Plaintiff is informed
7 and believes, and based thereon alleges, that Defendants permit and/or permitted patrons to pay
8 gratuities by credit card but failed to pay Plaintiff and/or Aggrieved Employees the full amount of
9 the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit
10 card payment processing fees that may be charged to the employer by the credit card company by
11 not later than the regular payday following the date the patron authorized the credit card. In addition,
12 Defendants failed to keep accurate records of all gratuities received by Defendants and made those
13 open to inspection at all reasonable hours. Plaintiff is informed and believes that this has resulted
14 in a violation of Labor Code sections 1198.

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

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

18 31. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
19 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing
20 violations of state and federal law, either within Defendants to their managers or outside of
21 Defendants to private attorneys or government officials, among others, in violation of Business and
22 Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Plaintiff and
23 other Aggrieved Employees personally suffered these violations. In addition, Plaintiff is informed
24 and believes that these policies and/or practices prevent Plaintiff and other Aggrieved Employees
25 from disclosing information about unsafe or discriminatory working conditions, or about wage and
26 hour violations in violation of Labor Code sections 232, 232.5 and 1198. Plaintiff and other
27 Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these
28 violations would expose Defendants to liability for civil penalties pursuant to Labor Code sections

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

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

18 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
19 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
20 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and their
21 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
22 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
23 purported confidentiality agreements, purported severance agreements, or purported release
24 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or
25 Aggrieved Employees by Defendants. And, even more specifically, Plaintiff is informed and
26 believes, and based thereon alleges, that Defendants had and have a practice or policy of requiring
27 Plaintiff and other Aggrieved Employees to agree in writing to confidentiality policies that
28 unlawfully restrain trade by prohibiting employees from speaking with prospective employers about

1 their work with Defendants, including but not limited to their wages and working conditions.
2 Defendants also required Plaintiff and Aggrieved Employees to inform prospective employers of
3 Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work. As a result,
4 Employee is informed and believes that Employer violated Labor Code sections 432.5, and 1198.
5 As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other
6 Aggrieved Employees personally suffered these violations, and that Defendants violated, without
7 limitation, Labor Code section 432.5 and Government Code section 12952, entitling Plaintiff and
8 other Aggrieved Employees to damages. Plaintiff further informed and believes, and based thereon
9 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
10 oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections
11 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
12 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

1 to the process and jurisdiction of the juvenile court, to the detriment of Employee and other
2 aggrieved employees. As such, Plaintiff is informed and believes, and based thereon alleges, that
3 Plaintiff and other Aggrieved Employees personally suffered these violations, as well as violation
4 of Labor Code section 1198, and that Employer violated, without limitation, Labor Code sections
5 432.7 and 1198, as well as Government Code section 12952, entitling Plaintiff and other Aggrieved
6 Employees to damages. Plaintiff is further informed and believes, and based thereon alleges, that
7 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
8 Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8,
9 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
10 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

15 **PARTIES**

16 **A. Plaintiff**

17 36. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
18 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
19 exempt employee. Plaintiff is informed and believes that Plaintiff worked for Defendants from
20 approximately September of 2022 through approximately April of 2024.

21 **B. Defendants**

22 37. Plaintiff is informed and believes and based thereon alleges that defendant LUTHRA
23 is, and at all times relevant hereto was, a limited liability organized and existing under and by virtue
24 of the laws of the State of California and doing business in the County of Los Angeles, State of
25 California.

26 38. The true names and capacities, whether individual, corporate, associate, or otherwise,
27 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
28 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.

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

11 **JOINT LIABILITY ALLEGATIONS**

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

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

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

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

8 b. The Individual Defendants derive actual and significant monetary benefits by
9 and through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego Defendants as
10 the funding source for the Individual Defendants’ own personal expenditures;

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

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

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

28 ///

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

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

6 43. Moreover, Plaintiff is informed and believes, and based thereon alleges, that
7 Individual Defendants, and each of them, are liable for the civil penalties, or some of them, described
8 herein because Individual Defendants, and each of them, caused or are otherwise contributed to the
9 violations described herein, or some of them.

10 **FIRST AND ONLY CAUSE OF ACTION**

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

12 44. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
13 preceding paragraphs as though fully set forth hereat.

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

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

20 46. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
21 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
22 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
23 204, 204b, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation,
24 one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each subsequent
25 violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay
26 each employee, plus 25 percent of the amount unlawfully withheld.”

27 47. At all relevant times herein, Defendants have had a consistent policy or practice of
28 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as

1 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
2 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
3 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
4 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
5 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
6 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
7 violation in connection with each payment that was made in violation of Labor Code section 204.

8 Civil Penalties Under Labor Code § 226.3

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

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

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

27 51. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
28 and have a policy or practice of failing to furnish Aggrieved Employees with itemized wage

1 statements as set forth in the preceding paragraphs.

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

7 Violation of Labor Code § 558

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

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

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

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

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

26 55. As a direct and proximate result of the herein-described Labor Code violations,
27 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
28 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars

1 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
2 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

3 Violation of Labor Code § 1174.5

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

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

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

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

25 Violation of Labor Code § 1197.1

26 60. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
27 person acting either individually or as an officer, agent, or employee of another person, who pays
28 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or

1 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
2 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
3 Section 203 as follows:

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

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

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

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

26 62. As a direct and proximate result of the herein-described Labor Code violations,
27 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
28 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one

1 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
2 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
3 subsequent violation.

4 Civil Penalties Under Labor Code § 2699

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

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

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

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

20 **PRAYER**

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

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

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- D. For costs of suit incurred herein; and
- E. Such other and further relief as the Court deems just and proper.

Dated: June 16, 2025

BIBIYAN LAW GROUP, P.C.

BY: 
MOLLY A. DESARIO
FAIK YETGIN
Attorneys for Plaintiff RAQUEL RAE
HAILEY MORENO , as an aggrieved
employee, and on behalf of all other aggrieved
employees under the Labor Code Private
Attorneys' General Act of 2004,