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as an aggrieved employee, and on behalf of all other  
aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SACRAMENTO**

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

Plaintiff,

v.

SAFE CREDIT UNION, a California  
nonprofit corporation; and DOES 1 through  
100, inclusive,

Defendants.

CASE NO.: **25CV023123**

**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 Peter Nurenberg Jr. (“Plaintiff”) or “Employee”), as an aggrieved employee, and  
2 on behalf of all other aggrieved employees under the Labor Code Private Attorneys’ General Act of  
3 2004, alleges as follows:

4 **JURISDICTION AND VENUE**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General  
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Safe Credit Union, a  
7 California corporation, and any of its respective subsidiaries or affiliated companies within the State  
8 of California (“Safe Credit”), as a proxy of the Labor and Workforce Development Agency of the  
9 State of California (“LWDA”), on behalf of Plaintiff and all other current and former non-exempt  
10 employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as  
11 it pertains to the alleged claims for failure to comply with the Labor Code. Specifically, in  
12 connection with the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200,  
13 201, 201.3, 202, 203, 204, 206.5, 210, 221, 223, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5, 233,  
14 234, 245, 246, 351, 353, 404, 432, 432.3, 432.5, 432.7, 432.8, 510, 511, 512, 551, 552, 558, 1102.5,  
15 1174, 1174.5, 1182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1475, 1695.55, 1771, 1774, 1197,  
16 1197.1, 2800, 2802, 2810.5, 2699, among others, California Code of Regulations, Title 8, Sections  
17 3395, Business and Professions Code sections 16600, 16700, and 17200, Government Code section  
18 12952, as well as applicable Wage Orders. Plaintiff seeks to represent all employees of Safe Credit,  
19 and each of them, DOES 1 through 100, as well as their parents, subsidiaries and affiliates  
20 (hereinafter, collectively, “Defendants” or “Employer”) working within three years preceding the  
21 date of filing Notice with the LWDA and continuing past the date of the LWDA Notice filing into  
22 perpetuity (“Civil Penalty Period”). On all other claims mentioned herein, Plaintiff seeks to  
23 represent only non-exempt employees of Defendants working within the Civil Penalty Period.  
24 Collectively, those employees shall be known as “Aggrieved Employees” herein.

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

27 3. Venue is proper in Sacramento County, California pursuant to Code of Civil  
28 Procedure sections 392, *et seq.* because, among other things, Sacramento County is where the causes

1 of action complained of herein arose; the county in which the employment relationship began; the  
2 county in which performance of the employment contract, or part of it, between Plaintiff and  
3 Defendants was due to be performed; and the county in which the employment contract, or part of  
4 it, between Plaintiff and Defendants was actually performed. Moreover, the unlawful acts alleged  
5 herein have a direct effect on Plaintiff and Aggrieved Employees in Sacramento County, and  
6 because Defendants employ Aggrieved Employees in Sacramento County.

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

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

18 6. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections  
19 96, 98.6, 200, 201, 201.3, 202, 203, 204, 206.5, 210, 221, 223, 226, 226.2, 226.3, 226.7, 227.3, 232,  
20 232.5, 233, 234, 245, 246, 351, 353, 404, 432, 432.3, 432.5, 432.7, 432.8, 510, 511, 512, 551, 552,  
21 558, 1102.5, 1174, 1174.5, 1182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1475, 1695.55, 1771,  
22 1774, 1197, 1197.1, 1197.5, 2800, 2802, 2810.5, 2699, among others, California Code of  
23 Regulations, Title 8, Sections 3395, Business and Professions Code sections 16600, 16700, and  
24 17200, Government Code section 12952, as well as applicable Wage Orders.

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

1           8.           On or around September 13, 2024, Plaintiff provided written notice pursuant to Labor  
2 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants'  
3 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,  
4 as well as by certified mail, with return receipt requested to Defendants, and each of them.

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

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

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

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

23          13.          Plaintiff is further informed and believes that within five (5) years of any of  
24 violations described above, the LWDA or a court has issued a finding or determination to the  
25 Defendants, or either of them, that its/their policy or practice giving rise to such violations was  
26 unlawful, and thus Defendants, or any of them, is/are further liable for civil penalties pursuant to  
27 Labor Code section 2699(f)(2)(B)(i). Plaintiff is informed that Defendants, or any of them,  
28 was/were found to have unlawfully committed some or all of the above-related Labor Code

1 violations, and thus is/are subject to increased penalties, as applicable, under Labor Code sections  
2 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are **not** eligible for reduced penalties under  
3 either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the  
4 serving of this notice. Regardless, as the Defendants' conduct giving rise to the violations detailed  
5 herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased  
6 penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and  
7 2699(h)(3), are **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying  
8 violations either prior to or after the Employer's receipt of this notice.

9 14. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not  
10 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)  
11 calendar days of the September 13, 2024 postmarked date of the herein-described notice sent by  
12 Plaintiff to the LWDA and Defendants.

### 13 **PAGA REPRESENTATIVE ALLEGATIONS**

14 15. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and  
15 each of them, had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees  
16 to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight  
17 workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them  
18 proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or  
19 pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the  
20 clock, including, without limitation, by: requiring employees: to come early to work and leave late  
21 work without being able to clock in for all that time, to suffer under Employer's control due to long  
22 lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking  
23 out, to clock out for meal periods and continue working, to clock out for rest periods, to don and  
24 doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to  
25 make phone calls or drive off the clock, and/or go through security screenings and/or temperature  
26 checks off the clock; failing to include all forms of remuneration, including non-discretionary  
27 bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of  
28 remuneration into the regular rate of pay for the pay periods where overtime was worked and the

1 additional compensation was earned for the purpose of calculating the overtime rate of pay;  
2 detrimental rounding of employee time entries, editing and/or manipulation of time entries to show  
3 less hours than actually worked, for paying straight pay instead of overtime pay, for failing to pay  
4 overtime as required under Labor Code section 226.2, and by attempting but failing to properly  
5 implement an alternative workweek schedule (“AWS”) (including, without limitation, by failing to  
6 implement a written agreement designating the regularly scheduled alternative workweek in which  
7 the specified number of work days and work hours are regularly recurring; failing to adopt the AWS  
8 in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the  
9 affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any  
10 AWS election; and/or failing to register an AWS election with the State of California, as required  
11 by Labor Code section 511 and applicable Wage Orders) all to the detriment of Employee and other  
12 Aggrieved Employees. Consequently, Employee is informed and believes, and based thereon  
13 alleges, that Employer violated Labor Code sections 223, 551, 552, 1194, 1198 and applicable Wage  
14 Orders based on its practice of providing total compensation that is less than the required legal  
15 overtime compensation for the overtime worked, entitling Employee and other aggrieved employees  
16 to damages, including, without limitation, at least one hour of unpaid overtime wages each day  
17 worked by each Aggrieved Employee during the Civil Penalty Period. Employee further informed  
18 and believes, and based thereon alleges, that Employer’s conduct above gave rise to such violations  
19 was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant  
20 to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699, or injunctive  
21 relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties  
22 pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

1 without being able to clock in for all that time, to suffer under Employer's control due to long lines  
2 for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out,  
3 to clock out for meal periods and continue working, to clock out for rest periods, to don and doff  
4 uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off  
5 the clock, to store and retrieve personal belongings off the clock, to attend company meetings off  
6 the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock;  
7 detrimental rounding of employee time entries; editing and/or manipulation of time entries to show  
8 less hours than actually worked; ; failing to pay the minimum amounts required under Labor Code  
9 section 226.2; and failing to pay split shift premiums. In addition, Employee and other Aggrieved  
10 Employees were required to report to work, and did report, but were not put to work and/or were  
11 furnished less than half their usual or scheduled day's work without being paid for half the usual or  
12 scheduled work at their regular rate of pay. As such, Plaintiff is informed and believes, and based  
13 thereon alleges, that Defendants violated, without limitation, Labor Code sections 1197, 1182.12,  
14 Cal. and applicable Wage Orders based on its continued failure to pay minimum wages for all hours  
15 worked, that Plaintiff and other Aggrieved Employees personally suffered these violations, and that  
16 Plaintiff and other Aggrieved Employees are entitled to actual and liquidated damages under,  
17 without limitation, Labor Code sections, 1194, 1194.2, and 1198 to compensate them for at least  
18 one unpaid hour of work per day for each Aggrieved Employee in the Civil Penalty Period.  
19 Employee further informed and believes, and based thereon alleges, that Defendants' conduct above  
20 gave rise to such violations was malicious, fraudulent, or oppressive. Plaintiff would also be liable  
21 for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558,  
22 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff would  
23 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

1 periods; not providing timely meal periods; failing to provide first and second meal periods;  
2 providing short meal periods, including without, limitation meal periods that were recorded for less  
3 than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer  
4 but in practice were shorter than thirty minutes due to time required to walk to and from a suitable  
5 break area, time spent having to wait in line to clock back in, having to don and doff safety gear  
6 during the meal period, having to undergo security or bag checks during the meal period, and /or  
7 having to retrieve and store personal belongings during the meal period; requiring that employees  
8 carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave  
9 the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods  
10 that could not be auto-deducted by law or during which employees worked. Plaintiff and other  
11 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and  
12 believes, and based thereon alleges, that Defendants violated Labor Code sections 512 and 1198  
13 each day for each Aggrieved Employee during the Civil Penalty Period, and that, thus each  
14 Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day  
15 worked during the Civil Penalty Period under Labor Code section 226.7. However, Plaintiff is  
16 informed and believes that those premium payments under Labor Code section 226.7 were not made,  
17 either, for these non-compliant meal periods, either at all or at the proper regular rate of pay.  
18 Plaintiff would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to  
19 timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant  
20 meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive  
21 relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based  
22 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,  
23 fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor  
24 Code section 2699(f)(2)(B)(ii).

25 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
26 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,  
27 including, without limitation, work over four-hour periods (or major fractions thereof) without  
28 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,

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

26 19. As a result of, among other things, Defendants' herein-described policy or practice  
27 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide  
28 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or

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

26 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants also  
27 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay  
28 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,

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

15 21. Plaintiff is informed and believes, and based thereon alleges that Defendants also  
16 failed and refused, and continue to fail and refuse, to reimburse employees, including, without  
17 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal  
18 vehicles (i.e., mileage and gas), purchasing uniforms, providing uniform and other deposits,  
19 separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for  
20 the purchase and maintenance of cellular phones and cellular phone plans, for pre-employment  
21 medical, physical or drivers' exams taken as a condition of employment, or for compelling or  
22 coercing Employee and Aggrieved Employees, including applicants, to patronize in the purchase of  
23 a value or things, including, without limitation, the Employer's product(s) and/or service(s), in direct  
24 consequence of the discharge of their duties, or of their obedience to the directions of Defendants,  
25 as required by Labor Code sections 1198, 2800, 2802, and other statutory and common law  
26 offenses. As a result, Plaintiff and other Aggrieved Employees have personally suffered these  
27 violations and Defendants are liable to reimburse Plaintiff and other Aggrieved Employees for these  
28 costs incurred in furtherance of work duties. Plaintiff further informed and believes, and based

1 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,  
2 fraudulent, or oppressive. In addition, Defendants would 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(k).  
4 Defendants would further be liable for civil penalties pursuant to Labor Code section  
5 2699(f)(2)(B)(ii).

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

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

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

4 24. Plaintiff is informed and believes, and based thereon alleges that Defendants had and  
5 have a policy of failing to provide all temporary workers, including without limitation, Plaintiff,  
6 with owed wages weekly by not later than the regular payday of the following week. Plaintiff is  
7 informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198.  
8 As a result, pursuant to Labor Code section 201.3, Plaintiff and other Aggrieved Employees have  
9 personally suffered violations thereto and Plaintiff would be liable for civil penalties pursuant to  
10 Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and  
11 2699(k). Plaintiff further informed and believes, and based thereon alleges, that Defendants'  
12 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants  
13 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

14 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants have  
15 or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for  
16 Plaintiff and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Plaintiff  
17 and/or Aggrieved Employees on account of a gratuity, or required Plaintiff and/or Aggrieved  
18 Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due  
19 to the Plaintiff and/or Aggrieved Employees from the Defendants. In addition, Plaintiff is informed  
20 and believes, and based thereon alleges, that Defendants permit and/or permitted patrons to pay  
21 gratuities by credit card but failed to pay Plaintiff and/or Aggrieved Employees the full amount of  
22 the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit  
23 card payment processing fees that may be charged to the employer by the credit card company by  
24 not later than the regular payday following the date the patron authorized the credit card. In addition,  
25 Defendants failed to keep accurate records of all gratuities received by Defendants and made those  
26 open to inspection at all reasonable hours. Plaintiff is informed and believes that this has resulted  
27 in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor Code sections  
28 351 and 353, Plaintiff and other Aggrieved Employees have personally suffered violations thereto

1 and Defendants would be liable for civil penalties pursuant to Labor Code sections 351, 353, 1198  
2 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed  
3 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations  
4 was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties  
5 pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

21       27.       Plaintiff is informed and believes, and based thereon alleges that Defendants had and  
22 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or  
23 disclosing the skills, knowledge and experience they obtained with Defendants for purposes of  
24 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved  
25 Employees from disclosing their wages in negotiating a new job with a prospective employer, and  
26 from disclosing who else works with Defendants and under what circumstances that they might be  
27 receptive to an offer from a rival employer. As such, Plaintiff is informed and believes that this  
28 violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof,

1 various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5,  
2 subdivision (k), and 1198, and that Plaintiff and other Aggrieved Employees have personally  
3 suffered these violations. Plaintiff is further informed and believes, and based thereon alleges, that  
4 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.  
5 Defendants would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or  
6 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil  
7 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

23 29. Plaintiff is informed and believes, and based thereon alleges that Defendants had and  
24 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in  
25 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose  
26 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections  
27 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Plaintiff and other  
28 Aggrieved Employees personally suffered these violations. Plaintiff is informed and believes that

1 this lawful conduct includes, without limitation, the exercise of Plaintiff and other Aggrieved  
2 Employee's constitutional rights of freedom of speech and economic liberty and would thus expose  
3 Defendant to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or  
4 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and  
5 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,  
6 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor  
7 Code section 2699(f)(2)(B)(ii).

8 30. Plaintiff is informed and believes, and based thereon alleges that Defendants had and  
9 have made, adopted, and/or enforced rules, regulations and/or policies that tend to forbid or prevent  
10 Aggrieved Employees, including Plaintiff, from engaging or participating in politics and/or from  
11 becoming a candidate for public office. Moreover, Plaintiff is informed and believes, and based  
12 thereon alleges that Defendants coerced, influenced and/or attempted to coerce and/or influence  
13 Plaintiff and other Aggrieved Employees, through or by means of threat of discharge and/or loss of  
14 employment, to adopt or follow or refrain from adopting or following a particular course or line of  
15 political action and/or political activity. Plaintiff is informed and believes, and based thereon alleges  
16 that in doing so, Defendants have violated, without limitation, Labor Code sections 1101, 1102,  
17 1102.5 and 1198. Plaintiff and other Aggrieved Employees personally suffered these violations and  
18 are thus informed and believe that Employer is exposed to liability for civil penalties pursuant to  
19 Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).  
20 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above  
21 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be  
22 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

23 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants,  
24 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or  
25 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and their  
26 agents, managers, superintendents and/or officers) to be prohibited by law, including, without  
27 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,  
28 purported confidentiality agreements, purported severance agreements, or purported release

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

19 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants had  
20 and have a practice or policy of conducting unlawful background checks on prospective and current  
21 employees, including without limitation Plaintiff, prior to making a conditional offer. Plaintiff is  
22 informed and believes, and based thereon alleges, that Defendants violated applicable laws by,  
23 without limitation: requiring job applicants and employees to disclose their conviction history before  
24 Defendants made a conditional offer of employment; inquiring into or considering the conviction  
25 history of applicants before Defendants made any conditional offers of employment; considering,  
26 distributing, or disseminating information about arrests not followed by conviction, referrals to or  
27 participation in a pretrial or posttrial diversion program, convictions that have been sealed,  
28 dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the

1 convicted person has received a full pardon or has been issued a certificate of rehabilitation, while  
2 conducting conviction history background checks in connection with any applications for  
3 employment; intending to deny an applicant a position of employment solely or in part because of  
4 the applicant's conviction history; and asking applicants for employment to disclose, through any  
5 written form or verbally, information concerning or related to an arrest, detention, processing,  
6 diversion, supervision, adjudication, or court disposition that occurred while the person was subject  
7 to the process and jurisdiction of the juvenile court, to the detriment of Employee and other  
8 aggrieved employees. As such, Plaintiff is informed and believes, and based thereon alleges, that  
9 Plaintiff and other Aggrieved Employees personally suffered these violations, as well as violation  
10 of Labor Code section 1198, and that Employer violated, without limitation, Labor Code sections  
11 432.7 and 1198, as well as Government Code section 12952, entitling Plaintiff and other Aggrieved  
12 Employees to damages. Plaintiff is further informed and believes, and based thereon alleges, that  
13 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.  
14 Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8,  
15 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would  
16 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

17 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants had  
18 and have a practice or policy of relying on the salary history information of an applicant for  
19 employment as a factor in determining whether to offer employment to an applicant or what salary  
20 to offer the applicant in violation of Labor Code section 432.3 by including, on Defendants'  
21 application for employment, an inquiry regarding current and/or former salary history information,  
22 including, without limitation, compensation and benefits of the applicant for employment. Plaintiff  
23 is informed and believes that this practice has resulted in unequal pay. Specifically, for this reason,  
24 as well as for other reasons, Plaintiff is informed and believes, and based thereon alleges, that  
25 Employer has failed to pay its employees at wage rates less than those paid to employees of the  
26 opposite sex and/or another race or ethnicity for substantially similar work, when viewed as a  
27 composite of skill, effort, and responsibility, and/or performed under similar working conditions  
28 without sufficient legal rationale. Finally, Plaintiff is informed and believes, and based thereon

1 alleges that Employer has discharged and/or discriminated and/or retaliated against Plaintiff and  
2 Aggrieved Employees by reason of an action taken by them to invoke or assist in the enforcement  
3 of Labor Code section 1197.5. As such, Plaintiff is informed and believes, and based thereon  
4 alleges, that Defendants violated, without limitation, Labor Code sections 432.3, 1102.5, 1197.5,  
5 and 1198. Plaintiff also alleges that Plaintiff and other Aggrieved Employees personally suffered  
6 these violations, and that Plaintiff and other Aggrieved Employees are entitled to damages. Plaintiff  
7 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise  
8 to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for  
9 civil penalties pursuant to Labor Code sections 432.3, 1198 and 2699, or injunctive relief under  
10 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to  
11 Labor Code section 2699(f)(2)(B)(ii).

12 34. Plaintiff is further informed and believes, and based thereon alleges, that Defendants  
13 have or had a policy or practice of failing to provide Employee and other Aggrieved Employees  
14 with all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified  
15 at Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave  
16 required to be provided pursuant to California and local laws. Plaintiff is further informed and  
17 believes that the sick pay was not provided at the proper regular of pay as required under California  
18 law due to failure to properly calculate the regular rate. Plaintiff is additionally informed and  
19 believes that the notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves  
20 a mandatory payroll or workplace injury reporting. Plaintiff is thus informed and believes that  
21 Defendants violated these Labor Code sections, as well as Labor Code section 1198. As such,  
22 Plaintiff and other Aggrieved Employees have personally suffered violations under these sections  
23 and Defendants would be liable for civil penalties for violation of the paid sick leave regulations  
24 under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief,  
25 and reasonable attorneys' fees and costs. Employee further informed and believes, and based thereon  
26 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or  
27 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section  
28 2699(f)(2)(B)(ii).

35. In addition to the above, Plaintiff is informed and believes, and based thereon alleges that Defendants failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, time records under Labor Code section 1174, making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Plaintiff and the Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699. Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

## PARTIES

### A. Plaintiff

37. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-exempt employee. Plaintiff is informed and believes that Plaintiff worked for Defendants from approximately April of 2019 through at least July of 2024.

## B. Defendants

38. Plaintiff (Employee) is informed and believes and based thereon alleges that defendant Safe Credit is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of California and doing business in the County of Sacramento, State of California.

39. The true names and capacities, whether individual, corporate, associate, or otherwise,

1 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,  
2 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.  
3 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated  
4 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.  
5 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of  
6 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is  
7 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent  
8 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or  
9 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the  
10 other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants" or  
11 "Employer" it shall include Safe Credit, and any of their parent, subsidiary, or affiliated companies  
12 within the State of California, as well as DOES 1 through 100 identified herein.

### 13 **JOINT LIABILITY ALLEGATIONS**

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

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

28 42. Plaintiff is informed and believes, and based thereon alleges, that despite the

1 formation of the purported corporate existence of Safe Credit, and DOES 1 through 50, inclusive  
2 (the “Alter Ego Defendants”), they, and each of them, are one and the same with DOES 51 through  
3 100 (“Individual Defendants”), and each of them, due to, but not limited to, the following reasons:

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

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

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

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

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

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 43. 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 44. 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 45. 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 46. At all relevant times herein, Labor Code section 204, requires and required that:  
16 “[l]abor performed between the 1<sup>st</sup> and 15<sup>th</sup> days, inclusive, of any calendar month shall be paid for  
17 between the 16<sup>th</sup> and 26<sup>th</sup> day of the month during which the labor was performed, and labor  
18 performed between the 16<sup>th</sup> and the last day, inclusive, of any calendar month, shall be paid for  
19 between the 1<sup>st</sup> and 10<sup>th</sup> day of the following month.”

20 47. 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, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any  
24 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For  
25 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for  
26 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

27 48. 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 49. 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) and/or Labor Code section 226.2  
17 to the extent it does not include for piece-rate work the information required therein including,  
18 without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-  
19 productive time and rest and recovery periods

20 50. 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 51. 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 52. 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 53. 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 54. 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 55. 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 56. 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 57. 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 58. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required  
12 every person employing labor in California to “[k]eep a record showing the names and addresses of  
13 all employees employed and the ages of all minors.”

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

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

28 61. Plaintiff is informed and believes, and based thereon alleges, that Defendants have

1 willfully failed to keep adequate or accurate time records including wage statements and similar  
2 payroll documents under Labor Code section 226, documents signed to obtain or hold employment  
3 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records  
4 under Labor Code section 1174.

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

9 Violation of Labor Code § 1197.1

10 63. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other  
11 person acting either individually or as an officer, agent, or employee of another person, who pays  
12 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or  
13 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,  
14 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to  
15 Section 203 as follows:

16 (1) For any initial violation that is intentionally committed, one hundred dollars  
17 (\$100) for each underpaid employee for each pay period for which the  
18 employee is underpaid. This amount shall be in addition to an amount  
19 sufficient to recover underpaid wages, liquidated damages pursuant to Section  
20 1194.2, and any applicable penalties imposed pursuant to Section 203.

21 (2) For each subsequent violation for the same specific offense, two hundred fifty  
22 dollars (\$250) for each underpaid employee for each pay period for which the  
23 employee is underpaid regardless of whether the initial violation is  
24 intentionally committed. This amount shall be in addition to an amount  
25 sufficient to recover underpaid wages, liquidated damages pursuant to Section  
26 1194.2, and any applicable penalties imposed pursuant to Section 203.

27 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to  
28 Section 203, recovered pursuant to this section shall be paid to the affected

1 employee.”

2 64. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused  
3 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without  
4 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ minimum wages for all  
5 hours worked or otherwise under Defendants’ control due to, without limitation, routinely failing to  
6 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of  
7 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at  
8 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,  
9 entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

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

16 Civil Penalties Under Labor Code § 2699

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

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

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

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

4 **PRAYER**

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

- 7 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,  
8 1174.5, 1197.1, and 2699;  
9 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections  
10 210, 226.3, 558, 1174.5, 1197.1, and 2699;  
11 C. For equitable, including, without limitation, injunctive relief;  
12 C. Pre-judgment and post-judgment interest;  
13 D. For costs of suit incurred herein; and  
14 E. Such other and further relief as the Court deems just and proper.

15 Dated: September 29, 2025

BIBIYAN LAW GROUP, P.C.

17 BY: /s/ Rafael Yedoyan

18 SARAH H. COHEN

19 RAFAEL YEDOYAN

20 Attorneys for Plaintiff PETER NURENBERG  
21 JR, as an aggrieved employee, and on behalf  
22 of all other aggrieved employees under the  
23 Labor Code Private Attorneys' General Act of  
24 2004,  
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27  
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