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6 Attorneys for Plaintiff DENNIS HATFIELD,

7 as an Aggrieved Employee, and on behalf of all other

Aggrieved Employees

Assigned for All Purposes:
Judge William D. Claster
Dept. CX101

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF ORANGE**

10
11 DENNIS HATFIELD, as an Aggrieved
12 Employee, and on behalf of all other Aggrieved
13 Employees under the Labor Code Private
Attorneys' General Act of 2004,

14 Plaintiff

15 v.

16 SPS TECHNOLOGIES, LLC a Pennsylvania
17 limited liability company doing business as AIR
18 INDUSTRIES COMPANY, and doing business
19 as CHERRY AEROSPACE; and DOES 1
through 100, inclusive,

20 Defendants.

CASE NO.: 30-2026-01579965-CU-OE-CXC

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 DENNIS HATFIELD (“Plaintiff”), as an Aggrieved Employee, and on behalf of all
2 other Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004, alleges
3 as follows:

4 **INTRODUCTION**

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 SPS
7 TECHNOLOGIES, LLC a Pennsylvania limited liability company doing business as AIR
8 INDUSTRIES COMPANY, and doing business as CHERRY AEROSPACE, and any of its
9 respective subsidiaries or affiliated companies within the State of California (“SPS Technologies”),
10 (hereinafter, SPS Technologies collectively, with DOES 1 through 100, as further defined below,
11 “Defendants”) as a proxy of the Labor and Workforce Development Agency of the State of
12 California (“LWDA”), on behalf of Plaintiff and all Aggrieved Employees that worked for
13 Defendants during the PAGA Period. Specifically, in connection with any alleged claims for failure
14 to comply with Labor Code sections 96, 200, 201, 202, 203, 204, 210, 226, 226.3, 227.3, 232, 232.5,
15 245, 246, 432, 432.5, 1102.5, 1197.5, 1198, 1198.5, and applicable Wage Orders, Plaintiff seeks to
16 represent all current and former employees that worked for Defendants during the PAGA Period.
17 On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt current and
18 former employees that worked for Defendants during the PAGA Period. Collectively, these
19 employees are herein referred to as “Aggrieved Employees.” The “PAGA Period” refers to one year
20 preceding the date notice was submitted to the LWDA, continuing past the date of notice to the
21 LWDA into perpetuity.

22 **PARTIES**

23 2. Plaintiff DENNIS HATFIELD is a resident of the State of California. At all relevant
24 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 employed Plaintiff as a non-exempt employee. Plaintiff worked as a Wastewater Technician with
26 duties that included, but were not limited to, treating chemical rinse water from the planting
27 department, ensuring compliance with Orange County Sanitation District regulations, handling
28 chemicals, and making deliveries to production. Plaintiff is informed and believes, and based

1 thereon alleges, that Plaintiff DENNIS HATFIELD worked for Defendants from approximately
2 August of 2025 through approximately November of 2025.

3 3. Plaintiff is informed and believes and based thereon alleges that defendant SPS
4 Technologies is, and at all times relevant hereto was, a limited liability company organized and
5 existing under and by virtue of the laws of the State of Pennsylvania and doing business in the
6 County of Orange, State of California. At all relevant times herein, SPS Technologies employed
7 Plaintiff and Aggrieved Employees within the State of California.

8 4. The true names and capacities, whether individual, corporate, associate, or otherwise,
9 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
10 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
11 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
12 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
13 Plaintiff will seek leave of court to amend this complaint to reflect the true names and capacities of
14 the defendants designated hereinafter as DOES when such identities become known.

15 **JOINT LIABILITY ALLEGATIONS**

16 5. Plaintiff is informed and believes, and based thereon alleges, that each defendant
17 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
18 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are
19 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
20 to "Defendants," it shall include SPS Technologies, and any of their parent, subsidiary, or affiliated
21 companies within the State of California, as well as DOES 1 through 100 identified herein.

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

27 7. All of the acts and conduct described herein of each and every corporate defendant
28 was duly authorized, ordered, and directed by the respective and collective defendant corporate

1 employers, and the officers and management-level employees of said corporate employers. In
2 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
3 their said employees, agents, and representatives, and each of them; and upon completion of the
4 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
5 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
6 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
7 aforementioned corporate employees, agents and representatives.

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

10 **JURISDICTION**

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

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

21 **PAGA REPRESENTATIVE ALLEGATIONS**

22 11. Plaintiff is an “Aggrieved Employee” under PAGA, as Plaintiff was employed by
23 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein, even
24 if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks to
25 recover civil penalties under PAGA, plus reasonable attorneys’ fees and costs, for Plaintiff and all
26 other Aggrieved Employees of Defendants during the PAGA Period.

27 12. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
28 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*

1 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
2 PAGA allegations described herein is not required.

3 13. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
4 such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified
5 in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the
6 PAGA Period.

7 14. Pursuant to Labor Code section 2699.3, on or around April 14, 2026, Plaintiff
8 provided written notice of Defendants' violation of various provisions of the Labor Code to the
9 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

10 15. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
11 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
12 calendar days of the PAGA Notice.

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

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

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

27 19. In the event that Defendants, or either of them is/are deemed to have adequately taken
28 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)

1 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
2 Code section 2699(h)(1)-(3).

3 20. In the event, the LWDA and/or a court issued a finding or determination to the
4 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
5 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
6 any of them, would be subject to heightened penalties pursuant to Labor Code sections
7 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either
8 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving
9 of the PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations
10 as detailed herein was and is malicious, fraudulent, and/or oppressive. Thus, Defendants, or any of
11 them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack
12 eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

13 **FACTUAL ALLEGATIONS**

14 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew,
15 or should have known, that Plaintiff and Aggrieved Employees are entitled to receive wages for all
16 time worked, including regular, overtime, and double times wages, and that Plaintiff and Aggrieved
17 Employees were not receiving all wages owed for work that was required to be performed.

18 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
19 and have a policy or practice of requiring Plaintiff and other Aggrieved Employees to work more
20 than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a
21 workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime
22 wages.

23 23. Upon information and belief, Defendants failed to accurately track and/or pay for all
24 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
25 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
26 including, without limitation, by requiring Plaintiff and Aggrieved Employees to come early to work
27 and leave work late without being able to clock-in for all that time, to suffer under Defendants'
28 control due to long lines for logging in, to complete pre-shift tasks before clocking in and post-shift

1 tasks after clocking out, to clock out for meal periods and continue working, and to don and doff
2 PPE off the clock. For example, Plaintiff did not have a time clock machine in his department and
3 would often have to walk to another department and wait in long lines off the clock in order to clock
4 in. Additionally, Plaintiff was required to turn on the wastewater system before clocking in each
5 shift—a process that took five to ten minutes—due to a noise ordinance. Plaintiff was also required
6 to speak with supervisors after work to discuss work-related issues while off the clock.

7 24. In addition, Defendants failed to include all forms of remuneration, including non-
8 discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms
9 of remuneration into the regular rate of pay during pay periods where overtime was worked.
10 Moreover, upon information and belief, Defendants detrimentally rounded, edited and/or
11 manipulated time entries so the hours recorded were less than the hours actually worked.

12 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
14 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
15 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
16 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiff is further
17 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
18 violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
19 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
20 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
21 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

22 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
23 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
24 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
25 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
26 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
27 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; not
28 providing timely meal periods; failing to provide first and second meal periods; providing short

1 meal periods, including, without limitation, meal periods that may appear on the record to be thirty
2 minutes or longer but in practice were shorter than thirty minutes due to time required to walk to
3 and from a suitable break area, time spent having to wait in line to clock back in, and having to don
4 and doff PPE during the meal period. For example, Plaintiff was required to walk to another
5 department and wait in long lines to clock in and out for lunch. In addition, Plaintiff explicitly did
6 not consent to waiving a second meal period, yet on 9/8/25 and 10/7/25 he worked over ten hours
7 without being provided with a second meal period. Plaintiff and other Aggrieved Employees
8 personally suffered these violations. Consequently, Plaintiff is informed and believes, and based
9 thereon alleges, that Defendants violated Labor Code sections 512 and 1198 each day for each
10 Aggrieved Employee during the PAGA Period, and thus each Aggrieved Employee was owed one
11 hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under
12 Labor Code section 226.7. However, Plaintiff is informed and believes that those premium payments
13 under Labor Code section 226.7 were not made for these non-compliant meal periods, either at all
14 or at the proper regular rate of pay. Defendants would thus be liable for civil penalties pursuant to
15 Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing
16 to authorize the taking of compliant meal periods and for failing to provide premium pay under
17 Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is
18 further informed and believes, and based thereon alleges, that Defendants' conduct that gave rise to
19 such violations and was malicious, fraudulent, or oppressive. As such, Defendants are further liable
20 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
22 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
23 including, without limitation, work over four-hour periods (or major fractions thereof) without
24 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
25 and complete ten-minute rest periods in which the employees are completely relieved of all of their
26 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
27 rest periods by, without limitation, failing to provide rest periods all together; failing to provide rest
28 periods that were at least ten minutes in length, including rest periods that were shorter than ten

1 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
2 than ten uninterrupted minutes due to, without limitation, time required to walk to and from a
3 suitable break area, time spent having to don and doff PPE during the rest periods, having to retrieve
4 and store personal belongings during the rest periods; interrupting them; and not providing rest
5 periods in a timely fashion. Plaintiff and other Aggrieved Employees personally suffered these
6 violations. Consequently, Plaintiff is informed and believes, and based thereon alleges, that
7 Defendants violated the applicable Wage Order(s) each day for each Aggrieved Employee during
8 the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at
9 their regular rate of pay for each day worked during the PAGA Period under Labor Code section
10 226.7. However, Plaintiff is informed and believes that those premium payments under Labor Code
11 section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper
12 regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Defendants would thus be
13 liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages),
14 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing
15 to provide premium pay under Labor Code section 226.7, or injunctive relief under sections
16 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that
17 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
18 oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code section
19 2699(f)(2)(B)(ii).

20 28. As a result of, among other things, Defendants' herein-described policy or practice
21 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
22 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
23 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
24 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
25 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
26 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
27 inclusive dates of the period for which the employee is paid; the name of the employee and only the
28 last four digits of their social security number or an employee identification number other than a

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

19 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
20 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
21 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
22 failing to pay all overtime wages owed, all minimum wages owed, vacation pay and paid time off
23 (in violation of Labor Code section 227.3), bonuses owed, and all premium pay owed, including,
24 without limitation, for failure to pay at the proper regular rate of pay., as set forth above, among
25 other things. Plaintiff was unable to cash his final paycheck for more than a week due to an error
26 with Defendants' bank code and was not issued any penalties for this delay. Consequently, Plaintiff
27 is informed and believes, and based thereon alleges, that Defendants violated Labor Code sections
28 201, 202 203, and 1198 each pay period for each Aggrieved Employee during the PAGA Period,

1 and thus Plaintiff and each Aggrieved Employee personally suffered these violations and was owed
2 penalties under Labor Code section 203 for each pay period worked during the PAGA Period.
3 However, Plaintiff is informed and believes that those penalties under Labor Code section 203 were
4 not made for these violations of Labor Code sections 201, 202, and 203. Defendants would thus be
5 liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief
6 under sections 2699(e)(1) and 2699(j). Plaintiff is further informed and believes, and based thereon
7 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
8 or oppressive. As such, Defendants would further be liable for civil penalties pursuant to Labor
9 Code section 2699(f)(2)(B)(ii).

10 30. Plaintiff is informed and believes, and based thereon alleges that Defendants also
11 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
12 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for purchasing
13 uniforms, including boots required for wastewater that were not adequately covered by the \$100
14 stipend; for their costs incurred for purchasing supplies required to perform their work duties; and
15 the use of personal cellular phone for work purposes, in direct consequence of the discharge of their
16 duties, or of their obedience to the directions of Defendants, as required by Labor Code sections
17 1198, 2800, 2802, and other statutory and common law offenses. As a result, Plaintiff and other
18 Aggrieved Employees have personally suffered these violations and Defendants are liable to
19 reimburse Plaintiff and other Aggrieved Employees for these costs incurred in furtherance of work
20 duties. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 558,
21 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
22 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
23 violations and was malicious, fraudulent, or oppressive. As such, Defendants would further be liable
24 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

25 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
26 and have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid
27 time off and vacation time owed upon separation of employment as wages at their final rate of pay
28 in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Plaintiff and other

1 Aggrieved Employees have personally suffered these violations and Defendants would be liable for
2 civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and
3 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and
4 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
5 was malicious, fraudulent, or oppressive. Therefore, Defendants would further be liable for civil
6 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

23 33. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
24 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
25 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
26 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
27 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
28 the sick pay was not provided at the proper regular of pay as required under California law due to

1 failure to properly calculate the regular rate. Plaintiff is additionally informed and believes that the
2 notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory
3 payroll or workplace injury reporting. Plaintiff is thus informed and believes that Defendants
4 violated these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiff and
5 other Aggrieved Employees have personally suffered violations under these sections and
6 Defendants would be liable for civil penalties for violation of the paid sick leave regulations under
7 Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and
8 reasonable attorneys' fees and costs. Plaintiff further informed and believes, and based thereon
9 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
10 or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
11 2699(f)(2)(B)(ii).

12 34. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
13 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
14 statements and similar payroll documents under Labor Code section 226, documents signed to
15 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
16 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
17 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Defendants
18 also failed to provide these documents to Plaintiff and other Aggrieved Employees upon request
19 September 3, 2024, in violation of these Labor Code sections. Plaintiff and the Aggrieved
20 Employees personally suffered these violations, which in turn would entitle Plaintiff and other
21 Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants
22 would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699.
23 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above
24 gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would further
25 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

26 35. Plaintiff is further informed and believes, and based thereon alleges that Defendants
27 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor
28 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing

1 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
2 applicable to their employment; any allowances claimed as part of the minimum wage; the regular
3 payday designated by Defendants; the name of the employer, including any “doing business as”
4 names used by the employer; the physical address of the employer’s main office and the telephone
5 number of the employer; the name, address and telephone number of the workers’ compensation
6 insurance carrier; information regarding paid sick leave; and other pertinent information required to
7 be disclosed by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that
8 Defendants’ failure to provide such information, including rates of pay that are in effect, has
9 permitted Defendants to pay employees at rates of pay that were not agreed upon and violate
10 minimum wage and overtime wage laws in California. Plaintiff is informed and believes that
11 Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and other Aggrieved
12 Employees personally suffered these violations. Plaintiff is further informed and believes, and based
13 thereon alleges, that Defendants’ conduct above gave rise to such violations and was malicious,
14 fraudulent, or oppressive. Among other relief, employees may collect from Defendants in
15 connection with these violations’ civil penalties pursuant to Labor Code sections 558, 1198 and
16 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
17 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

18 36. 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 using or
20 disclosing the skills, knowledge and experience they obtained at Defendants for purposes of
21 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
22 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
23 from disclosing who else works at Defendants and under what circumstances that they might be
24 receptive to an offer from a rival employer. As such, Plaintiff is informed and believes that this
25 violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof,
26 various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5,
27 subdivision (k), and 1198, and that Plaintiff and other Aggrieved Employees have personally
28 suffered these violations. Plaintiff is further informed and believes, and based thereon alleges, that

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

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

20 38. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
21 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in
22 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
23 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
24 96(k), 98.6, 232, 232.5, 1197.5(k), and 1198. Plaintiff and other Aggrieved Employees personally
25 suffered these violations. Plaintiff is informed and believes that this lawful conduct includes,
26 without limitation, the exercise of Plaintiff and other Aggrieved Employee's constitutional rights of
27 freedom of speech and economic liberty and would thus expose Defendants to liability for civil
28 penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections

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

5 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
6 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
7 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
8 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
9 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
10 purported confidentiality agreements, purported severance agreements, or purported release
11 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or
12 Aggrieved Employees by Defendants. Defendants also required Plaintiff and Aggrieved Employees
13 to inform prospective employers of Defendants' restrictions of Plaintiff's and Aggrieved
14 Employees' freedom to work. As a result, Plaintiff is informed and believes that Defendants violated
15 Labor Code sections 432.5 and 1198. As such, Plaintiff is informed and believes, and based thereon
16 alleges, that Plaintiff and other Aggrieved Employees personally suffered these violations, and that
17 Defendants violated, without limitation, Labor Code section 432.5 and Government Code section
18 12952, entitling Plaintiff and other Aggrieved Employees to damages. Plaintiff is further informed
19 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations
20 and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties
21 pursuant to Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections
22 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor
23 Code section 2699(f)(2)(B)(ii).

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

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1 **FIRST AND ONLY CAUSE OF ACTION**

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

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

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

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

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

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

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1 to recover underpaid wages;

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

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

6 50. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
7 each of them, violated, or caused to be violated, the Labor Code sections and Wage Orders
8 regulating wages, hours and days of work described herein, including but not limited to Labor Code
9 sections 201-204, 223, 226.7, 510, 511, 512, 551, 552, 1182.12, 1194, 1197, 1198, and 2802.

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

15 Violation of Labor Code § 1174.5

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

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

26 54. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
27 every person employing labor in California to “[k]eep, at a central location in the state or at the
28 plants or establishments at which employees are employed, payroll records showing the hours

1 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
2 piece rate paid to, employees employed at the respective plants or establishments. These records
3 shall be kept in accordance with rules established for this purpose by the commission, but in any
4 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
5 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
6 earned.”

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

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

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

21 Violation of Labor Code § 1197.1

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

28 (1) For any initial violation that is intentionally committed, one hundred dollars

1 (\$100) for each underpaid employee for each pay period for which the
2 employee is underpaid. This amount shall be in addition to an amount
3 sufficient to recover underpaid wages, liquidated damages pursuant to Section
4 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

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

14 59. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
15 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants
16 routinely failing to accurately track and/or pay for all minutes actually worked by Plaintiff and
17 Aggrieved Employees at the proper rates of pay, as described above.

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

24 Civil Penalties Under Labor Code § 2699

25 61. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
26 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
27 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
28 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil

1 action brought by an Aggrieved Employee on behalf of himself or herself and other current or former
2 employees pursuant to the procedures specified in Labor Code section 2699.3.

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

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

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

12 **PRAYER**

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

15 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
16 1174.5, 1197.1, and 2699;

17 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
18 210, 226.3, 558, 1174.5, 1197.1, and 2699;

19 C. For equitable, including, without limitation, injunctive relief;

20 C. Pre-judgment and post-judgment interest;

21 D. For costs of suit incurred herein; and

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

Dated: June 22, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Bevin Pike
BEVIN PIKE
LAUREL N. HOLMES
Attorneys for Plaintiff DENNIS HATFIELD
and on behalf of all other Aggrieved
Employees