

1 **BIBIYAN LAW GROUP, P.C.**

2 Molly A. DeSario (SBN 230763)

3 *mdesario@tomorrowlaw.com*

4 Laurel N. Holmes (SBN 308515)

5 *laurel@tomorrowlaw.com*

6 1460 Westwood Boulevard

7 Los Angeles, California 90024

8 Tel: (310) 438-5555; Fax: (310) 300-1705

9 Attorney for Plaintiff, SANDY YESENIA AMAYA VALLADARES,

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

11 aggrieved employees

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF SANTA CLARA**

14 SANDY YESENIA AMAYA

15 VALLADARES, as an aggrieved employee,

16 and on behalf of all other aggrieved employees

17 under the Labor Code Private Attorneys'

18 General Act of 2004,

19 Plaintiff,

20 v.

21 WEST VALLEY PRECISION, INC., a

22 California Corporation; and DOES 1 through

23 100, inclusive,

24 Defendants.

CASE NO.: 25CV472721

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 SANDY YESENIA AMAYA VALLADARES, as an aggrieved employee, and on
2 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'
6 General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against WEST
7 VALLEY PRECISION, INC., a California corporation, and any of its respective subsidiaries or
8 affiliated companies within the State of California ("WEST VALLEY") as a proxy of the Labor and
9 Workforce Development Agency of the State of California ("LWDA"), on behalf of Plaintiff and
10 all other current and former non-exempt employees of Defendants working within the Civil Penalty
11 Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with
12 the Labor Code. Specifically, in connection with the alleged claims for failure to comply with Labor
13 Code sections 96, 98.6, 201, 202, 203, 204, 210, 221, 223, 222.5, 226, 226.3, 227.3, 232, 232.5,
14 235, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, and 1198.5, Plaintiff seeks to
15 represent all employees of WEST VALLEY, and each of them, DOES 1 through 100, as well as
16 their parents, subsidiaries and affiliates (hereinafter, collectively, "Defendants") working within
17 three years preceding the date of filing Notice with the LWDA and continuing past the LWDA
18 Notice filing date into perpetuity ("Civil Penalty Period"). On all other claims mentioned herein,
19 Plaintiff seeks to represent only non-exempt employees of Defendants working within the Civil
20 Penalty Period. Collectively, those employees shall be known as "Aggrieved Employees" herein.

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

23 3. Venue is proper in Santa Clara County, California pursuant to Code of Civil
24 Procedure sections 392, *et seq.* because, among other things, Santa Clara County is where Defendant
25 maintains a place of business that employs a number of aggrieved employees and is a county in
26 which Defendant, or some of them, reside. Moreover, the unlawful acts alleged herein have a direct
27 effect on Aggrieved Employees in Santa Clara County, and because Defendants employ Aggrieved
28 Employees in Santa Clara County.

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

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

12 6. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
13 96, 98.6, 201, 201.3, 202, 203, 204, 206.5, 210, 221, 223, 222.5, 226, 226.3, 226.7, 227.3, 231, 232,
14 232.5, 233, 235, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 510, 512, 551, 552, 558, 1101, 1102,
15 1102.5, 1174, 1174.51182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1197.5, 2673, 2800, 2802,
16 2810.5, 2699, among others, California Code of Regulations, Title 8, Sections 1527, 3366, 3457,
17 Business and Professions Code sections 16600, 16721, and 17200, Government Code section 12952,
18 as well as applicable Wage Orders.

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

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

27 9. To the extent Defendants, or either of them, previously used the notice and cure
28 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then

1 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
2 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
3 conference process pursuant to section 2699.3(f).

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

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

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

17 13. Plaintiff is further informed and believes that within five (5) years of any of
18 violations described above, the LWDA or a court has issued a finding or determination to the
19 Defendants, or either of them, that its/their policy or practice giving rise to such violations was
20 unlawful, and thus Defendants, or any of them, is/are further liable for civil penalties pursuant to
21 Labor Code section 2699(f)(2)(B)(i). Plaintiff is informed that Defendants, or any of them,
22 was/were found to have unlawfully committed some or all of the above-related Labor Code
23 violations, and thus is/are subject to increased penalties, as applicable, under Labor Code sections
24 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are **not** eligible for reduced penalties under
25 either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the
26 serving of this notice. Regardless, as the Defendants' conduct giving rise to the violations detailed
27 herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased
28 penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and

1 2699(h)(3), are **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying
2 violations either prior to or after the Employer's receipt of this notice.

3 14. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
4 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
5 calendar days of the September 3, 2024 postmarked date of the herein-described notice sent by
6 Plaintiff to the LWDA and Defendants.

7 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

10 16. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
11 each of them, had and have a practice or policy of failing to compensate Plaintiff and other
12 Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's
13 control every day as a result of, without limitation, failing to accurately track and/or pay for all
14 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
15 including, without limitation, by requiring employees: to come early to work and leave late work
16 without being able to clock in for all that time, to suffer under Defendants' control due to long lines
17 for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out,
18 to clock out for meal periods and continue working, to clock out for rest periods, to don and doff
19 uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off
20 the clock, to store and retrieve personal belongings off the clock, to attend company meetings off
21 the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock;
22 detrimental rounding of employee time entries; failing to pay the minimum amounts required under
23 Labor Code section 226.2; editing and/or manipulation of time entries to show less hours than
24 actually worked; and failing to pay split shift premiums. In addition, Plaintiff and other Aggrieved
25 Employees were required to report to work, and did report, but were not put to work and/or were
26 furnished less than half their usual or scheduled day's work without being paid for half the usual or
27 scheduled work at their regular rate of pay. As such, Plaintiff is informed and believes, and based
28 thereon alleges, that Defendants violated, without limitation, Labor Code sections 221, 223, 1197,

1 1182.12, Cal. and applicable Wage Orders based on its continued failure to pay minimum wages for
2 all hours worked, that Plaintiff and other Aggrieved Employees personally suffered these violations,
3 and that Plaintiff and other Aggrieved Employees are entitled to actual and liquidated damages
4 under, without limitation, Labor Code sections 1194, 1194.2, and 1198 to compensate them for at
5 least one unpaid hour of work per day for each Aggrieved Employee in the Civil Penalty Period.
6 Employee further informed and believes, and based thereon alleges, that Defendants' conduct above
7 gave rise to such violations was malicious, fraudulent, or oppressive. Defendant would also be
8 liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages),
9 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendant
10 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

11 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
12 and have a practice or policy of failing to compensate Plaintiff and other Aggrieved Employees with
13 minimum wages for all hours worked or otherwise under Employer's control every day as a result
14 of, without limitation, failing to accurately track and/or pay for all minutes actually worked;
15 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
16 by requiring employees: to come early to work and leave late work without being able to clock in
17 for all that time, to suffer under Defendants' control due to long lines for clocking in, to complete
18 pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods
19 and continue working, to clock out for rest periods, to don and doff uniforms and/or safety
20 equipment off the clock, to undergo security checks and/or bag checks off the clock, to store and
21 retrieve personal belongings off the clock, to attend company meetings off the clock, to make phone
22 calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding of
23 employee time entries; editing and/or manipulation of time entries to show less hours than actually
24 worked; and failing to pay split shift premiums. In addition, Plaintiff and other Aggrieved
25 Employees were required to report to work, and did report, but were not put to work and/or were
26 furnished less than half their usual or scheduled day's work without being paid for half the usual or
27 scheduled work at their regular rate of pay. These acts and/or omissions violated Labor Code section
28 1198, and, thus Defendant would be liable for civil penalties pursuant to these sections and Labor

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

5 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
6 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
7 Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours
8 per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
9 compensation in lieu thereof including, each workday, without limitation: by interrupting meal
10 periods; not providing timely meal periods; failing to provide first and second meal periods;
11 providing short meal periods, including without, limitation meal periods that were recorded for less
12 than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer
13 but in practice were shorter than thirty minutes due to time required to walk to and from a suitable
14 break area, time spent having to wait in line to clock back in, having to don and doff safety gear
15 during the meal period, having to undergo security or bag checks during the meal period, and /or
16 having to retrieve and store personal belongings during the meal period; requiring that employees
17 carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave
18 the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods
19 that could not be auto-deducted by law or during which employees worked. Plaintiff and other
20 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and
21 believes, and based thereon alleges, that Defendants violated Labor Code sections 221, 223, 512
22 and 1198 each day for each Aggrieved Employee during the Civil Penalty Period, and that, thus
23 each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each
24 day worked during the Civil Penalty Period under Labor Code section 226.7. However, Plaintiff is
25 informed and believes that those premium payments under Labor Code section 226.7 were not made,
26 either, for these non-compliant meal periods, either at all or at the proper regular rate of pay.
27 Defendant would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure
28 to timely pay these wages), 221, 223, 558, 1198 and 2699 for both failing to authorize the taking of

1 compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or
2 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and
3 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
4 fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor
5 Code section 2699(f)(2)(B)(ii).

6 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
8 including, without limitation, work over four-hour periods (or major fractions thereof) without
9 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
10 and complete ten-minute rest periods in which the employees are completely relieved of all of their
11 duties, including, without limitation: by failing to provide rest periods all together; failing to provide
12 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
13 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
14 than ten uninterrupted minutes due to, without limitation, due to time required to walk to and from
15 a suitable break area, time spent having to don and doff safety gear during the rest period, having to
16 retrieve and store personal belongings during the rest period, and/or having to undergo security or
17 bag checks during the rest period, requiring that they be bundled together and/or with meal periods;
18 interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest
19 periods; not providing rest periods in a timely fashion; and not permitting employees to leave the
20 premises; and otherwise requiring on-duty/on-call rest periods. Employee and other Aggrieved
21 Employees personally suffered these violations. Consequently, Plaintiff is informed and believes,
22 and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each
23 Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed
24 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period
25 under Labor Code section 226.7. However, Plaintiff is informed and believes that those premium
26 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
27 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
28 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210

1 (for failure to timely pay these wages), 221, 223, 558, 1198 and 2699 for both failing to authorize
2 the taking of compliant rest periods and for failing to provide premium pay under Labor Code
3 section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
4 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
5 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
6 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

7 20. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
8 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
9 statements and similar payroll documents under Labor Code section 226, documents signed to
10 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
11 section 1198.5, time records under Labor Code section 1174, the names and addresses of all
12 employees employed and the ages of all minors under Labor Code section 1174, subsection (c),
13 payroll records showing the hours worked daily by and the wages paid to, and the number of piece-
14 rate units earned by, and applicable piece rate paid to, employees employed at the respective place
15 of employment under Labor Code section 1174, subsection (d), as well as the information required
16 to be kept under Labor Code sections 2673 making it difficult for Employee and other aggrieved
17 employees to calculate their unpaid wages and/or premium payments. Employer also failed to
18 provide these documents to Employee and other Aggrieved Employees upon request in violation of
19 these Labor Code sections, as well as Labor Code section 1198. 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, 1198, and 2699.
23 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above
24 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be
25 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

26 21. 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; the legal name and address Defendants (and, in the case of a farm labor contractor,
10 the name and address of the legal entity that secured the services of the employer); and other such
11 information as required by Labor Code section 226, subdivision (a) , as well as Labor Code section
12 226.2 to the extent it does not include for piece-rate work the information required therein including,
13 without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-
14 productive time and rest and recovery periods. Specifically, Defendants intentionally failed to
15 furnish employees with itemized wage statements that accurately reflect the hours worked by
16 Plaintiff and other Aggrieved Employees and the rates of pay at which they were or should have
17 been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to
18 reflect gross and net wages earned and paid at each rate, as well. Consequently, Employee is
19 informed and believes, and based thereon alleges, that Employer violated Labor Code sections 226,
20 1696.5 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus
21 Employee and each Aggrieved Employee personally suffered these violations and was owed
22 penalties under Labor Code section 226 for each pay period worked during the PAGA Period.
23 Plaintiff is informed and believes that those penalties under Labor Code section 226 were not paid
24 for these violations of Labor Code section 226. Defendants would thus be liable for civil penalties
25 pursuant to Labor Code sections 226.2, 226.3, 558, 1198, 1696.5 and 2699. Plaintiff is further
26 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
27 violations was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
28 penalties pursuant to Labor Code sections 226.2, 226.3, 558, and 2699, or injunctive relief under

1 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
2 Labor Code section 2699(f)(2)(B)(ii).

3 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
4 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
5 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
6 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
7 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at
8 the proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes,
9 and based thereon alleges, that Defendants violated Labor Code sections 201, 202 203, 203.5 and
10 1198 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Plaintiff
11 and each Aggrieved Employee personally suffered these violations and was owed penalties under
12 Labor Code section 203 for each pay period worked during the PAGA Period. However, Plaintiff
13 is informed and believes that those penalties under Labor Code section 203 were not made for these
14 violations of Labor Code sections 201, 202, 203. Plaintiff is further informed and believes, and
15 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
16 fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor
17 Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j).
18 Defendants would further be liable for civil penalties pursuant to Labor Code section
19 2699(f)(2)(B)(ii).

20 23. Plaintiff is informed and believes, and based thereon alleges that Defendants also
21 failed and refused, and continues to fail and refuse, to reimburse employees, including, without
22 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal
23 vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits,
24 separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for
25 the purchase and maintenance of cellular phones and cellular phone plans, for pre-employment
26 medical, physical or drivers' exams taken as a condition of employment, or for compelling or
27 coercing Plaintiff and Aggrieved Employees, including applicants, to patronize in the purchase of a
28 value or things, including, without limitation, Defendants' product(s) and/or service(s), in direct

1 consequence of the discharge of their duties, or of their obedience to the directions of Defendants,
2 as required by Labor Code sections 1198, 2800, 2802, and other statutory and common law
3 offenses. As a result, Plaintiff and other Aggrieved Employees have personally suffered these
4 violations and Defendants are liable to reimburse Plaintiff and other Aggrieved Employees for these
5 costs incurred in furtherance of work duties. Plaintiff further informed and believes, and based
6 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
7 fraudulent, or oppressive. In addition, Defendants would be liable for civil penalties pursuant to
8 Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
9 Defendants would further be liable for civil penalties pursuant to Labor Code section
10 2699(f)(2)(B)(ii).

11 24. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
12 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
13 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
14 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
15 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
16 the sick pay was not provided at the proper regular of pay as required under California law due to
17 failure to properly calculate the regular rate. Plaintiff is further informed and believes that
18 Defendants also did not permit its use upon request by Plaintiff and other Aggrieved Employees as
19 contemplated under California and local laws, including, without limitation, under Labor Code
20 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
21 without retaliation. Plaintiff is additionally informed and believes that the notice requirement of
22 Labor Code section 221, 223, 233, 235, 245 and 246 involves a mandatory payroll or workplace
23 injury reporting. Plaintiff is thus informed and believes that Defendants violated these Labor Code
24 sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees
25 have personally suffered violations under these sections and Defendants would be liable for civil
26 penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699,
27 as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.
28 Defendants are further informed and believes, and based thereon alleges, that Defendants' conduct

1 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would
2 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

3 25. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
4 have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid time
5 off and vacation time owed upon separation of employment as wages at their final rate of pay in
6 violation of Labor Code sections 221, 223, 227.3 and applicable Wage Orders. Plaintiff is thus
7 informed and believes that Defendants violated these Labor Code sections, as well as Labor Code
8 section 1198. As such, Plaintiff and other Aggrieved Employees have personally suffered these
9 violations and Defendants would be liable for civil penalties for violation of Labor Code section
10 227.3 under Labor Code section 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
11 and 2699(k). Plaintiff is 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 26. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
15 have a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor
16 Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive,
17 of any calendar month shall be paid for between the 16th and 26th day of the month during which
18 the labor was performed, and labor performed between the 16th and the last day, inclusive of any
19 calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
20 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
21 and other Aggrieved Employees every day and every workweek in accordance with Labor Code
22 sections 204 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges that
23 Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees have
24 personally suffered these violations. Plaintiff further informed and believes, and based thereon
25 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
26 oppressive. Defendant would be liable for civil penalties pursuant to Labor Code sections 210, 558,
27 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendant would further
28 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

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

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

1 **PARTIES**

2 **A. Plaintiff**

3 31. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
4 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
5 exempt employee, with duties that included, but were not limited to, rooming patients, checking
6 vital signs, administering injections, and front desk tasks. Plaintiff is informed and believes, and
7 based thereon alleges, that Plaintiff SANDY YESENIA AMAYA VALLADARES worked for
8 Defendants from approximately July of 2023 through approximately June of 2024.

9 **B. Defendants**

10 32. Plaintiff is informed and believes and based thereon alleges that defendant WEST
11 VALLEY is, and at all times relevant hereto was, a corporation organized and existing under and
12 by virtue of the laws of the State of California and doing business in the County of Santa Clara,
13 State of California.

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

27 **JOINT LIABILITY ALLEGATIONS**

28 34. Plaintiff is informed and believes, and based thereon alleges, that at all times

1 mentioned herein, each of the defendants was the agent, principal, employee, employer,
2 representative, joint venture or co-conspirator of each of the other defendants, either actually or
3 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
4 employment, joint venture, and conspiracy.

5 35. All of the acts and conduct described herein of each and every corporate defendant
6 was duly authorized, ordered, and directed by the respective and collective defendant corporate
7 employers, and the officers and management-level employees of said corporate employers. In
8 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
9 their said employees, agents, and representatives, and each of them; and upon completion of the
10 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
11 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
12 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
13 aforementioned corporate employees, agents and representatives.

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

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

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

27 c. Plaintiff is informed and believes, and thereon alleges, that the Individual
28

1 Defendants and the Alter Ego Defendants, while really one and the same, were segregated to appear
2 as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
3 accomplishing some other wrongful or inequitable purpose;

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

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

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

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

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

26 **FIRST AND ONLY CAUSE OF ACTION**

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

28 39. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the

1 preceding paragraphs as though fully set forth hereat.

2 Civil Penalties Under Labor Code § 210

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

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

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

24 Civil Penalties Under Labor Code § 226.3

25 43. Defendants had and have a policy or practice of failing to comply with Labor Code
26 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
27 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
28 wages earned; the name and address of each employer with whom they have been placed to work;

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

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

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

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

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

23 Violation of Labor Code § 558

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

28 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each

1 pay period for which the employee was underpaid in addition to an amount sufficient
2 to recover underpaid wages;

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

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

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

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

19 Violation of Labor Code § 1174.5

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

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

1 all employees employed and the ages of all minors.”

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

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

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

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

25 Violation of Labor Code § 1197.1

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

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

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

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

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

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

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

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

4 Civil Penalties Under Labor Code § 2699

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

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

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

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

20 **PRAYER**

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

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

1 D. For costs of suit incurred herein; and

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

3
4
5 Dated: August 13, 2025

BIBIYAN LAW GROUP, P.C.

6
7 BY: 
8 MOLLY A. DESARIO
LAUREL N. HOLMES

9 Attorneys for Plaintiff SANDY YESENIA
10 AMAYA VALLADARES, as an aggrieved
11 employee, and on behalf of all other aggrieved
12 employees under the Labor Code Private
13 Attorneys' General Act of 2004
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28