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

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

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

Plaintiff,

v.

TBS FOODS, INC. doing business as JACK
IN THE BOX, a California Corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: **25STCV26431**

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]

Electronically FILED by
Superior Court of California,
County of Los Angeles
9/09/2025 6:39 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

1 Plaintiff PRISCILLA AGUILAR, as an aggrieved employee, and on behalf of all other
2 aggrieved employees under the Labor Code Private Attorneys' General Act of 2004, alleges as
3 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 TBS FOODS,
7 INC. doing business as JACK IN THE BOX, a California corporation, and any of its respective
8 subsidiaries or affiliated companies within the State of California, ("TBS Foods"), as a proxy of the
9 Labor and Workforce Development Agency of the State of California ("LWDA"), on behalf of
10 Plaintiff and all other current and former non-exempt employees of Defendants working within the
11 Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to
12 comply with the Labor Code. Specifically, in connection with the alleged claims for failure to
13 comply with Labor Code sections 96, 98.6, 201, 201.3, 202, 203, 204, 206.5, 210, 221, 223, 226,
14 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.7, 432.8, 510, 512, 558, 1102.5, 1174,
15 1174.5, 1182.12, 1197, 1197.5, 1198, 1198.5, 2802, and 2810.5, Plaintiff seeks to represent all
16 employees of TBS Foods,, and each of them, DOES 1 through 100, as well as their parents,
17 subsidiaries and affiliates (hereinafter, collectively, "Defendants") working within three years
18 preceding the date of filing Notice with the LWDA and continuing past the LWDA Notice filing
19 date into perpetuity ("Civil Penalty Period"). On all other claims mentioned herein, Plaintiff seeks
20 to represent only non-exempt employees of Defendants working within the Civil Penalty Period.
21 Collectively, those employees shall be known as "Aggrieved Employees" herein.

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

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

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

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

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

16 6. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
17 96, 98.6, 201, 201.3, 202, 203, 204, 206.5, 210, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245,
18 246, 432, 432.3, 432.7, 432.8, 510, 512, 558, 1102.5, 1174, 1174.5, 1182.12, 1197, 1197.5, 1198,
19 1198.5, 2802, and 2810.5 among others, California Code of Regulations, Title 8, Sections 1527,
20 3366, Business and Professions Code sections 16600, and 17200, Government Code section 12952,
21 as well as applicable Wage Orders.

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

26 8. On or around November 11, 2024, Plaintiff provided written notice pursuant to Labor
27 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants’
28 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,

1 as well as by certified mail, with return receipt requested to Defendants, and each of them. To the
2 extent Defendants, or either of them, previously used the notice and cure provision of Labor Code
3 section 2699.3 within the last twelve months, under section 2699.3(d), then Defendants, or those
4 who have availed themselves of the cure provisions validly, are not eligible to cure the violations
5 discussed herein under section 2699.3 or otherwise use the early evaluation conference process
6 pursuant to section 2699.3(f).

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

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

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

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

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

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

10 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

3 15. At all relevant times mentioned herein, Defendants had and have a practice or policy
4 of failing to compensate Plaintiff and other Aggrieved Employees with minimum wages for all hours
5 worked or otherwise under Defendants' control as a result of, without limitation, failing to
6 accurately track and/or pay for all minutes actually worked; by requiring employees to: suffer under
7 Defendants' control to complete pre-shift tasks before clocking in and post-shift tasks after clocking
8 out, clock out for meal periods and continue working off the clock, attend company meetings off
9 the clock, and make phone calls off the clock; detrimental rounding of employee time entries; editing
10 and/or manipulation of time entries to show less hours than actually worked; failing to pay reporting
11 time pay, paid time off, and vacation time owed; and failing to pay split shift premiums, to the
12 detriment of Plaintiff and other Aggrieved Employees. Plaintiff further informed and believes, and
13 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
14 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
15 Code section 2699(f)(2)(B)(ii).

16 16. At all relevant times mentioned herein, Defendants had a practice or policy of failing
17 to compensate Employee and other aggrieved employees with minimum wages for all hours worked
18 or otherwise under Employer's control as a result of, without limitation, failing to accurately track
19 and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work
20 off the clock, including, without limitation, by requiring employees: to come early to work and leave
21 work late without being able to clock in for all that time, to suffer under Employer's control due to
22 long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after
23 clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to
24 don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the
25 clock, to make phone calls or drive off the clock; detrimental rounding of employee time entries;
26 editing and/or manipulation of time entries to show less hours than actually worked; and failing to
27 pay split shift premiums. In addition, Employee and other aggrieved employees were required to
28 report to work, and did report, but were not put to work and/or were furnished less than half their

1 usual or scheduled day's work without being paid for half the usual or scheduled work at their
2 regular rate of pay. As such, Employee is informed and believes, and based thereon alleges, that
3 Employer violated, without limitation, Labor Code sections 221, 223, 1197, 1182.12, Cal. Code
4 Regs, title 8, section 110404(5)(A), and applicable Wage Orders based on its continued failure to
5 pay minimum wages for all hours worked, entitling Employee and other aggrieved employees to
6 actual and liquidated damages under, without limitation, Labor Code sections 1194 and 1194.2.
7 Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and
8 2699. Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct
9 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would
10 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

11 17. At all relevant times mentioned herein, Defendant had a policy or practice of
12 compelling its employees to work in excess of five (5) and ten (10) hours per day without being
13 afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu
14 thereof including, without limitation: by interrupting meal periods; not providing timely meal
15 periods; failing to provide first and second meal periods; providing short meal periods; requiring
16 that employees carry cellular telephones or walkie-talkies during meal periods; not permitting
17 employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-
18 deducting meal periods that could not be auto-deducted by law or during which employees worked.
19 Consequently, Employee is informed and believes, and based thereon alleges, that Employer
20 violated Labor Code section 512, entitling Employee and other aggrieved employees to premium
21 payments under Labor Code section 226.7. However, Employee is informed and believes that those
22 premium payments under Labor Code section 226.7 were not made, either, for these non-compliant
23 meal periods, either at all or at the proper regular rate of pay. Employer would thus be liable for
24 civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking
25 of compliant meal periods, as well as for failing to provide premium pay under Labor Code section
26 226.7. Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct
27 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would
28 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 18. At all relevant times mentioned herein, Defendant maintained policies or practices
2 of compelling its non-exempt employees, including, without limitation, Employee, to work over
3 four-hour periods (or major fractions thereof) without authorizing and permitting Employee and
4 other aggrieved employees to take uninterrupted, timely, and complete ten-minute rest periods in
5 which the employees are completely relieved of all of their duties, including, without limitation: by
6 failing to provide rest periods all together; requiring that they be bundled together and/or with meal
7 periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies
8 during rest periods not providing them in a timely fashion; and not permitting employees to leave
9 the premises; and otherwise requiring on-duty/on-call rest periods. As such, Employee is informed
10 and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled
11 to relief under, without limitation, Labor Code section 226.7. However, Employee is informed and
12 believes that those premium payments under Labor Code section 226.7 were not made, either, for
13 these non-compliant rest periods, either at all or at the proper regular rate of pay. Employer would
14 thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to
15 authorize the taking of compliant rest periods, as well as for failing to provide premium pay under
16 Labor Code section 226.7. Plaintiff further informed and believes, and based thereon alleges, that
17 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
18 Defendants would further be liable for civil penalties pursuant to Labor Code section
19 2699(f)(2)(B)(ii).

20 19. At all relevant times mentioned herein, Defendant maintained policies or practices
21 of failing to permit Employee and other aggrieved employees from taking cooldown rest periods as
22 required under California Code of Regulations, Title 8, Section 3395 and premium pay in lieu
23 thereof under Labor Code section 226.7. As a result, Employer would be liable for civil penalties
24 under Labor Code sections 558 and 2699. 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. Defendants would further be liable for civil penalties pursuant to Labor Code section
27 2699(f)(2)(B)(ii).

1 20. At all relevant times mentioned herein, Defendant failed to keep adequate or accurate
2 time records including wage statements and similar payroll documents under Labor Code section
3 226, documents signed to obtain or hold employment under Labor Code section 432, personnel
4 records under Labor Code section 1198.5, and time records under Labor Code section 1174, making
5 it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or
6 premium payments. Employer also failed to provide these documents to Employee and other
7 aggrieved employees upon request. This would entitle Employee and other aggrieved employees to
8 penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil
9 penalties pursuant to Labor Code sections 558, 1174.5 and 2699. Plaintiff further informed and
10 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
11 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
12 to Labor Code section 2699(f)(2)(B)(ii).

13 21. At all relevant times mentioned herein, as a result of, among other things, Defendant's
14 herein-described policy or practice of failing to: accurately record time; failing to pay overtime and
15 minimum wages; provide meal periods; provide rest periods; and provide compensation in lieu of meal
16 or rest periods; as described above, Employee is informed and believes, and based thereon alleges, that
17 Employer also intentionally failed and continues to fail to furnish aggrieved employees, including,
18 without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned;
19 total hours worked by the employee; net wages earned; all deductions; all applicable hourly rates in
20 effect during the pay period and the corresponding number of hours worked at each hourly rate by the
21 employee; the legal name and address of the other; and other such information as required by Labor
22 Code section 226, subdivision (a). Specifically, Employer intentionally failed to furnish employees with
23 itemized wage statements that accurately reflect the hours worked by Employee and other aggrieved
24 employees and the rates of pay at which they were or should have been paid (including due to failure to
25 pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and paid
26 at each rate, as well. Consequently, since Employer would have failed to comply with Labor Code
27 section 226, subdivision (a), Employee and other aggrieved employees would be entitled to recover
28 penalties under, without limitation, Labor Code section 226, subdivision (e). Employer would also be

1 liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699. Plaintiff further
2 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
3 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
4 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

5 22. At all relevant times mentioned herein, Defendant failed and refused to timely pay
6 compensation to Employee and other terminated or resigned employees, including but not limited
7 to, all overtime wages owed; all minimum wages owed; and all premium pay owed as set out above,
8 including, without limitation, for failure to pay at the proper regular rate of pay, among other things.
9 Consequently, Employer would be liable for waiting time penalties for having violated California
10 Labor Code sections 201, 202, and 203. Employer would also be liable for civil penalties pursuant
11 to Labor Code sections 558 and 2699. Plaintiff further informed and believes, and based thereon
12 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
13 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
14 2699(f)(2)(B)(ii).

15 23. At all relevant times mentioned herein, Defendant had a policy or practice of
16 unlawfully deducting wages by issuing in payment of wages due, or to become due, or as an advance
17 on wages to be earned: an order, check, draft, note, memorandum, gift card, or other
18 acknowledgement of indebtedness, (unless it was negotiable and payable in cash, on demand,
19 without discount, at some established place of business in the state), the name and address of which
20 must but did not appear on the instrument, and at the time of its issuance and for a reasonable time
21 thereafter, which must be but was not at least 30 days, the maker or drawer did not have sufficient
22 funds in, or credit, arrangement, or understanding with the drawee for its payment or any scrip,
23 coupon, cards, or other thing redeemable, in merchandise or purporting to be payable or redeemable
24 otherwise than in money. Employee is further informed and believes, and based thereon alleges, that
25 such wages were not compensated at the "regular rate" of compensation as provided under Labor
26 Code sections 226.7 and 510, subsection (a). Consequently, Employee is informed and believes, and
27 based thereon alleges, that Employee and other aggrieved employees are entitled to relief under,
28 without limitation, Labor Code sections 212, 213, 226.7, and 510 subsection (a). Employer would

1 thus be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699. Plaintiff
2 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
3 to such violations was malicious, fraudulent, or oppressive. Defendants would further be liable for
4 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

5 24. At all relevant times mentioned herein, Defendant failed and refused to comply with
6 the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011)
7 by, among other things, failing to provide Employee and other aggrieved employees with the rates
8 of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the
9 minimum wage, the regular payday designated by Employer, the name of the employer, including
10 any "doing business as" names used, the name, address and telephone number of the workers'
11 compensation insurance carrier, information regarding paid sick leave, and other pertinent
12 information required to be disclosed by Employer under Labor Code section 2810.5. Employee is
13 informed and believes that failure to provide such information, including rates of pay that are in
14 effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and
15 violate minimum wage and overtime wage laws in California. Employee is additionally informed
16 and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll
17 or workplace injury reporting. Among other relief, employees may collect from Employer in
18 connection with these violations' civil penalties pursuant to Labor Code sections 558 and 2699

19 25. At all relevant times mentioned herein, Defendant failed and refused, and continues
20 to fail and refuse, to reimburse employees, including, without limitation, Employee and other
21 aggrieved employees, with their costs incurred for driving personal vehicles (*i.e.*, mileage and gas),
22 purchasing uniforms, providing uniform and other deposits, separately laundering mandatory
23 uniforms, for the purchase of tools and safety equipment, and for the purchase and maintenance of
24 cellular phones and cellular phone plans, in direct consequence of the discharge of their duties, or
25 of their obedience to the directions of Employer, as required by Labor Code section 2802, and other
26 statutory and common law offenses. As a result, Employer are liable to reimburse Employee and
27 other aggrieved employees for these costs incurred in furtherance of work duties. In addition,
28 Employer would be liable for civil penalties pursuant to Labor Code sections 558 and 2699. Plaintiff

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

4 26. At all relevant times mentioned herein, Defendant had a policy or practice of failing
5 to reimburse deposits made, including uniform deposits together with all interest owed at the
6 separation of employment in violation of Labor Code section 404, entitling Employee and other
7 aggrieved employees to damages in the amount of the deposit and accrued interest. Employer would
8 also be liable for civil penalties under Labor Code sections 558 and 2699. Plaintiff further informed
9 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations
10 was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties
11 pursuant to Labor Code section 2699(f)(2)(B)(ii).

12 27. At all relevant times mentioned herein, Defendant had a policy or practice of failing
13 to provide Employee and other aggrieved employees with all rights afforded to them under the
14 Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*,
15 including, without limitation, the amount of paid sick leave required to be provided pursuant to
16 California and local laws. Employee is further informed and believes that the sick pay was not
17 provided at the proper regular of pay as required under California law due to failure to properly
18 calculate the regular rate. Employee is further informed and believes that Employer also did not
19 permit its use upon request by Employee and other aggrieved employees as contemplated under
20 California and local laws. Employee is additionally informed and believes that the notice
21 requirement of Labor Code section 245 *et seq.* involves a mandatory payroll or workplace injury
22 reporting. As such, Employer would be liable for civil penalties for violation of the paid sick leave
23 regulations under Labor Code section 2699, as well as equitable, injunctive, or restitutionary relief,
24 and reasonable attorneys' fees and costs. 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. Defendants would further be liable for civil penalties pursuant to Labor Code section
27 2699(f)(2)(B)(ii).

1 28. At all relevant times mentioned herein, Defendant had a policy or practice of failing
2 to pay aggrieved employees their paid time off and vacation time owed upon separation of
3 employment as wages at their final rate of pay in violation of Labor Code section 227.3 and
4 applicable Wage Orders. As such, Employer would be liable for civil penalties for violation of Labor
5 Code section 227.3 under Labor Code section 558 and 2699. Plaintiff further informed and believes,
6 and based thereon alleges, that Defendants' conduct above gave rise to such violations was
7 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
8 to Labor Code section 2699(f)(2)(B)(ii).

9 29. At all relevant times mentioned herein, Defendant had a policy or practice of failing
10 to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires
11 that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be
12 paid for between the 16th and 26th day of the month during which the labor was performed, and
13 labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid
14 for between the 1st and 10th day of the following month." Employee is informed and believes and
15 based thereon alleges that Employer did not and do not pay Employee and other aggrieved
16 employees in accordance with Labor Code Section 204. As such, Employee is informed and
17 believes, and based thereon alleges that Employer violated Labor Code section 204. Employer
18 would be liable for civil penalties pursuant to Labor Code sections 210, 558 and 2699. Plaintiff
19 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
20 to such violations was malicious, fraudulent, or oppressive. Defendants would further be liable for
21 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

22 30. At all relevant times mentioned herein, Defendant had a policy of failing to provide
23 all temporary workers with owed wages weekly by not later than the regular payday of the following
24 week. As a result, pursuant to Labor Code section 201.3, Employer would be liable for civil penalties
25 pursuant to Labor Code sections 201.3. Plaintiff further informed and believes, and based thereon
26 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
27 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
28 2699(f)(2)(B)(ii).

1 31. At all relevant times mentioned herein, Defendant had a policy or practice of failing
2 to provide all working employees with suitable seats when the nature of the work reasonably permits
3 the use of seats. Employee is further informed and believes, and based thereon alleges that Employer
4 has failed to place an adequate number of seats in reasonable proximity to the work area and/or
5 permitted employees to use such seats when it does not interfere with the performance of their duties
6 when employees are not engaged in the active duties of their employment and the nature of their
7 work requires standing. Plaintiff further informed and believes, and based thereon alleges, that
8 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
9 Defendants would further be liable for civil penalties pursuant to Labor Code section
10 2699(f)(2)(B)(ii).

11 32. At all relevant times mentioned herein, Defendant had a policy or practice of
12 preventing Employee and/or other aggrieved employees from using or disclosing the skills,
13 knowledge and experience they obtained at Employer for purposes of competing with Employer,
14 including, without limitation, preventing Employees from disclosing their wages in negotiating a
15 new job with a prospective employer, and from disclosing who else works at Employer and under
16 what circumstances that they might be receptive to an offer from a rival employer. As such,
17 Employee is informed and believes that this violates Business and Professions Code sections 17200,
18 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor
19 Code sections 232, 232.5, and 1197.5, subdivision (k). Employer would be liable for civil penalties
20 pursuant to Labor Code section 2699. Plaintiff further informed and believes, and based thereon
21 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
22 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
23 2699(f)(2)(B)(ii).

24 33. At all relevant times mentioned herein, Defendant had a policy or practice of
25 preventing Employee and/or other aggrieved employees from disclosing violations of state and
26 federal law, either within Employer to their managers or outside Employer to private attorneys or
27 government officials, among others, in violation of Business and Professions Code section 17200,
28 and, thus, in violation of Labor Code section 1102.5. In addition, Employee is informed and believes

1 that these policies and/or practices prevent Employee and/or other aggrieved employees from
2 disclosing information about unsafe or discriminatory working conditions, or about wage and hour
3 violations in violation of Labor Code section 232 and 232.5. These violations of the Labor Code
4 would expose Employer to liability for civil penalties pursuant to Labor Code section 2699. Plaintiff
5 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
6 to such violations was malicious, fraudulent, or oppressive. Defendants would further be liable for
7 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

8 34. At all relevant times mentioned herein, Defendant had a policy or practice of
9 preventing Employee and/or other aggrieved employees from engaging in lawful conduct during
10 non-work hours, thus violating state statutes entitling employees to disclose wages, working
11 conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision
12 (k), 98.6, 232, 232.5, and 1197.5, subdivision (k). Employee is informed and believes that this lawful
13 conduct includes the exercise of Employee and/or other aggrieved employee's constitutional rights
14 of freedom of speech and economic liberty and would thus expose Employer to liability for civil
15 penalties pursuant to Labor Code section 2699. Plaintiff further informed and believes, and based
16 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
17 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
18 Code section 2699(f)(2)(B)(ii).

19 35. At all relevant times mentioned herein, Defendant violated section 1527, 3366, 3457
20 and 8397.4 by failing to provide adequate and readily accessible sanitation facilities; a regular
21 schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean,
22 sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-
23 use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

24 36. At all relevant times mentioned herein, Defendant had a practice or policy of
25 conducting unlawful background checks on prospective and current employees prior to making a
26 conditional offer. Employee is informed and believes, and based thereon alleges, that Employer
27 violated applicable laws by, without limitation: requiring job applicants and employees to disclose
28 their conviction history before Employer made a conditional offer of employment; inquiring into or

1 considering the conviction history of applicants before Employer made any conditional offers of
2 employment; considering, distributing, or disseminating information about arrests not followed by
3 conviction, referrals to or participation in a pretrial or posttrial diversion program, convictions that
4 have been sealed, dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction
5 for which the convicted person has received a full pardon or has been issued a certificate of
6 rehabilitation, while conducting conviction history background checks in connection with any
7 applications for employment; intending to deny an applicant a position of employment solely or in
8 part because of the applicant's conviction history; and asking applicants for employment to disclose,
9 through any written form or verbally, information concerning or related to an arrest, detention,
10 processing, diversion, supervision, adjudication, or court disposition that occurred while the person
11 was subject to the process and jurisdiction of the juvenile court, to the detriment of Employee and
12 other aggrieved employees. As such, Employee is informed and believes, and based thereon alleges,
13 that Employer violated, without limitation, Labor Code section 432.7 and Government Code section
14 12952, entitling Employee and other aggrieved employees to damages. Employer would also be
15 liable for civil penalties pursuant to Labor Code sections 432.7, 432.8, and 2699. Plaintiff further
16 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
17 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
18 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

19 37. At all relevant times mentioned herein, Defendant had a practice or policy of relying
20 on the salary history information of an applicant for employment as a factor in determining whether
21 to offer employment to an applicant or what salary to offer the applicant in violation of Labor Code
22 section 432.3 by including, on Employer's application for employment, an inquiry regarding current
23 and/or former salary history information, including, without limitation, compensation and benefits
24 of the applicant for employment. As such, Employee is informed and believes, and based thereon
25 alleges, that Employer violated, without limitation, Labor Code section 432.3 entitling Employee
26 and other aggrieved employees to damages. Employer would also be liable for civil penalties
27 pursuant to Labor Code sections 432.3 and 2699. Plaintiff further informed and believes, and based
28 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,

1 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
2 Code section 2699(f)(2)(B)(ii).

3 38. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
4 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
5 the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
6 Employees pursuant to PAGA. Plaintiff further informed and believes, and based thereon alleges,
7 that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
8 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
9 2699(f)(2)(B)(ii).

10 **PARTIES**

11 **A. Plaintiff**

12 39. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
13 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
14 exempt employee. Plaintiff is informed and believes that Plaintiff worked for Defendants from
15 approximately July of 2023 through the present day.

16 **B. Defendants**

17 40. Plaintiff is informed and believes and based thereon alleges that defendant TBS
18 Foods, and at all times relevant hereto was, a corporation organized and existing under and by virtue
19 of the laws of the State of California and doing business in the County of Los Angeles, State of
20 California.

21 41. The true names and capacities, whether individual, corporate, associate, or otherwise,
22 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
23 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
24 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
25 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
26 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
27 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
28 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent

1 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
2 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
3 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
4 include TBS Foods, and any of their parent, subsidiary, or affiliated companies within the State of
5 California, as well as DOES 1 through 100 identified herein.

6 **JOINT LIABILITY ALLEGATIONS**

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

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

21 44. Plaintiff is informed and believes, and based thereon alleges, that despite the
22 formation of the purported corporate existence of TBS Foods, and DOES 1 through 50, inclusive
23 (the “Alter Ego Defendants”), they, and each of them, are one and the same with DOES 51 through
24 100 (“Individual Defendants”), and each of them, due to, but not limited to, the following reasons:

25 a. The Alter Ego Defendants are completely dominated and controlled by the
26 Individual Defendants who personally committed the wrongful and illegal acts and violated the laws
27 as set forth in this Complaint, and who have hidden and currently hide behind the Alter Ego
28

1 Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or
2 inequitable purpose;

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

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

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

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

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

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

28 46. Moreover, Plaintiff is informed and believes, and based thereon alleges, that

1 Individual Defendants, and each of them, are liable for the civil penalties, or some of them, described
2 herein because Individual Defendants, and each of them, caused or are otherwise contributed to the
3 violations described herein, or some of them.

4 **FIRST AND ONLY CAUSE OF ACTION**

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

6 47. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
7 preceding paragraphs as though fully set forth hereat.

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

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

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

21 50. At all relevant times herein, Defendants have had a consistent policy or practice of
22 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
23 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
24 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
25 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
26 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
27 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
28 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent

1 violation in connection with each payment that was made in violation of Labor Code section 204.

2 Civil Penalties Under Labor Code § 226.3

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

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

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

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

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

1 Violation of Labor Code § 558

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

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

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

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

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

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

25 Violation of Labor Code § 1174.5

26 59. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
27 every person employing labor in California to “[a]llow any member of the commission or the
28 employees of the Division of Labor Standards Enforcement free access to the place of business or

1 employment of the person to secure any information or make any investigation that they are
2 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
3 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
4 or papers of the person.”

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

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

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

19 Violation of Labor Code § 1197.1

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

- 26 (1) For any initial violation that is intentionally committed, one hundred dollars
27 (\$100) for each underpaid employee for each pay period for which the
28 employee is underpaid. This amount shall be in addition to an amount

1 sufficient to recover underpaid wages, liquidated damages pursuant to Section
2 1194.2, and any applicable penalties imposed pursuant to Section 203.

3 (2) For each subsequent violation for the same specific offense, two hundred fifty
4 dollars (\$250) for each underpaid employee for each pay period for which the
5 employee is underpaid regardless of whether the initial violation is
6 intentionally committed. 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 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
10 Section 203, recovered pursuant to this section shall be paid to the affected
11 employee.”

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

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

26 Civil Penalties Under Labor Code § 2699

27 66. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
28 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed

1 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
2 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
3 action brought by an aggrieved employee on behalf of himself or herself and other current or former
4 employees pursuant to the procedures specified in Labor Code section 2699.3.

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

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

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

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1 **PRAYER**

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

- 4 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
5 1174.5, 1197.1, and 2699;
- 6 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
7 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 8 C. For equitable, including, without limitation, injunctive relief;
- 9 C. Pre-judgment and post-judgment interest;
- 10 D. For costs of suit incurred herein; and
- 11 E. Such other and further relief as the Court deems just and proper.
- 12
- 13

14 Dated: September 5, 2025

BIBIYAN LAW GROUP, P.C.
AKHAVAN & ASSOCIATES

15

16 BY: /s/ Henry Glitz

17 MOLLY DESARIO
18 BARDIA AKHAVAN
19 BRYCE BOMMER
HENRY GLITZ

20 Attorneys for Plaintiff PRISCILLA
21 AGUILAR, as an aggrieved employee, and on
22 behalf of all other aggrieved employees under
the Labor Code Private Attorneys' General
Act of 2004,

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