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Attorneys for Plaintiffs ANNA THOMAS, and EMONI SINGLETARY

as Aggrieved Employees, and on behalf of all other

Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

ANNA THOMAS, and EMONI
SINGLETARY, as Aggrieved Employees, and
on behalf of all other Aggrieved Employees
under the Labor Code Private Attorneys'
General Act of 2004,

Plaintiffs

v.

SPARC GROUP LLC, a Delaware limited
liability company doing business as
AEROPOSTALE; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: **26CV203429**

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]

Plaintiffs ANNA THOMAS, EMONI SINGLETARY (“Plaintiffs”), as Aggrieved Employees, and on behalf of all other Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004, alleges as follows:

INTRODUCTION

1. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Sparc Group LLC, a Delaware limited liability company, doing business as Aeropostale and any of its respective subsidiaries or affiliated companies within the State of California (“Sparc Group”), (hereinafter, Sparc Group collectively, with DOES 1 through 100, as further defined below, “Defendants”) as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiffs and all Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically, in connection with any alleged claims for failure to comply with Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 245, 246, 1198, and applicable Wage Orders. Plaintiffs seek to represent all current and former employees that worked for Defendants during the PAGA Period. On all other claims mentioned herein, Plaintiffs seek to represent only non-exempt current and former employees that worked for Defendants during the PAGA Period. Collectively, these employees are herein referred to as “Aggrieved Employees.” The “PAGA Period” refers to one year preceding the date notice was submitted to the LWDA, continuing past the date of notice to the LWDA until judgement is entered.

PARTIES

2. Plaintiff ANNA THOMAS (“Plaintiff Thomas”) is a resident of the State of California. At all relevant times herein, Plaintiff Thomas is informed and believes, and based thereon alleges, that Defendants employed Plaintiff Thomas as a non-exempt employee. Plaintiff Thomas worked as an Assistant Manager with duties that included, but were not limited to, maintaining the sales floor, supervising staff, restocking merchandise on the floor, assigning additional duties to employees, assisting with opening and closing procedures, and ensuring the workplace remained clean and organized. Plaintiff Thomas is informed and believes, and based thereon alleges, that Plaintiff Thomas worked for Defendants from approximately November of

1 2023 through approximately October of 2025.

2 3. Plaintiff EMONI SINGLETARY is a resident of the State of California. At all
3 relevant times herein, Plaintiff Singletary is informed and believes, and based thereon alleges, that
4 Defendants employed Plaintiff Singletary as a non-exempt employee. Plaintiff Singletary worked
5 as a Sales Representative with duties that included, but were not limited to, performing cashier
6 duties, folding clothes, and maintaining inventory. Plaintiff is informed and believes, and based
7 thereon alleges, that Plaintiff Singletary worked for Defendants from approximately November of
8 2022 through approximately December of 2025.

9 4. Plaintiffs are informed and believe and based thereon allege that defendant Sparc
10 Group is, and at all times relevant hereto was, a limited liability company organized and existing
11 under and by virtue of the laws of the State of Delaware and doing business in the County of
12 Alameda, State of California. At all relevant times herein, Sparc Group employed Plaintiffs and
13 Aggrieved Employees within the State of California.

14 5. 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 Plaintiffs,
16 who therefore sue defendants by such fictitious names under Code of Civil Procedure section 474.
17 Plaintiffs are informed and believe and based thereon allege that each of the defendants designated
18 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
19 Plaintiffs will seek leave of court to amend this complaint to reflect the true names and capacities
20 of the defendants designated hereinafter as DOES when such identities become known.

21 **JOINT LIABILITY ALLEGATIONS**

22 6. Plaintiffs are informed and believe, and based thereon allege, that each defendant
23 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
24 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant are
25 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
26 to "Defendants," it shall include Sparc Group, and any of their parent, subsidiary, or affiliated
27 companies within the State of California, as well as DOES 1 through 100 identified herein.

28 7. Plaintiffs are informed and believe and based thereon allege that all the 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 8. 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 9. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based
15 thereon allege that Defendants, and each of them, are joint employers.

16 **JURISDICTION**

17 10. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
18 of Civil Procedure section 410.10.

19 11. Venue is proper in Alameda County, California pursuant to Code of Civil Procedure
20 sections 392, *et seq.* because, among other things, Alameda County is where the causes of action
21 complained of herein arose; the county in which the employment relationship began; the county in
22 which performance of the employment contract, or part of it, between Plaintiffs and Defendants
23 were due to be performed; the county in which the employment contract, or part of it, between
24 Plaintiffs and Defendants were actually performed; and the county in which Defendants, or some of
25 them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiffs and
26 Aggrieved Employees in Alameda County, and Defendants employ Aggrieved Employees in
27 Alameda County.

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PAGA REPRESENTATIVE ALLEGATIONS

12. Plaintiffs as “Aggrieved Employees” under PAGA, as Plaintiffs were employed by Defendants during the PAGA Period and suffered the Labor Code violations set forth herein. Accordingly, Plaintiffs seek to recover civil penalties under PAGA, plus reasonable attorneys’ fees and costs, for Plaintiffs and all other Aggrieved Employees of Defendants during the PAGA Period.

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

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

15. Pursuant to Labor Code section 2699.3, on or around June 10, 2026, Plaintiffs provided written notice of Defendants’ violation of various provisions of the Labor Code to the LWDA online and by certified mail, with return receipt requested, to Defendants (“Amended PAGA Notice”).

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

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

18. In the event that Defendants, or either of them, is/are determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to

1 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

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

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

11 21. In the event, the LWDA and/or a court issued a finding or determination to the
12 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
13 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
14 any of them, would be subject to heightened penalties pursuant to Labor Code sections
15 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either
16 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving
17 of the PAGA Notice. Regardless, Plaintiffs allege Defendants' conduct giving rise to the violations
18 as detailed herein was and is malicious, fraudulent. Thus, Defendants, or any of them, are further
19 subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack eligibility for
20 reduced penalties under either Labor Code sections 2699(g) or 2699(h).

21 **FACTUAL ALLEGATIONS**

22 22. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew,
23 or should have known, that Plaintiffs and Aggrieved Employees are entitled to receive wages for all
24 time worked, including regular, overtime, and double times wages, and that Plaintiffs and Aggrieved
25 Employees were not receiving all wages owed for work that was required to be performed.

26 23. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
27 and have a policy or practice of requiring Plaintiffs and other Aggrieved Employees to work more
28 than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a

1 workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime
2 wages.

3 24. Upon information and belief, Defendants failed to accurately track and/or pay for all
4 minutes actually worked by Plaintiffs and Aggrieved Employees at the proper rates of pay.
5 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
6 including, without limitation, by requiring Plaintiffs and Aggrieved Employees to attend company
7 meetings off the clock; to make or receive phone calls off the clock; and to run company errands off
8 the clock. For example, Plaintiff Thomas would often be required to run errands to the bank while
9 clocked-out for her meal period.

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

20 26. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
21 each of them, had and have a policy or practice of compelling Plaintiffs and other Aggrieved
22 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
23 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
24 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiffs and
25 Aggrieved Employees lawful meal periods by, without limitation, by interrupting meal periods to
26 ask questions of the Plaintiffs or by asking them to assist customers; not providing timely meal
27 periods; failing to provide first and second meal periods; requiring that employees carry cellular
28 telephones during meal periods to answer manager or sales leads' questions; and otherwise requiring

1 on-duty/on-call meal periods. By way of example, Plaintiff Thomas was sometimes required to run
2 errands, such as going to the bank to deposit cash, while clocked out for her meal period.
3 Additionally Plaintiffs would be interrupted during their meal periods by Defendants and be
4 required to return to work from their meal period early without receiving a meal premium payment.
5 . Plaintiffs and other Aggrieved Employees personally suffered these violations. Consequently,
6 Plaintiffs are informed and believe, and based thereon allege, that Defendants violated Labor Code
7 sections 512 and 1198 each day for each Aggrieved Employee during the PAGA Period, and thus
8 each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each
9 day worked during the PAGA Period under Labor Code section 226.7. However, Plaintiffs are
10 informed and believe that those premium payments under Labor Code section 226.7 were not made
11 for these non-compliant meal periods, either at all or at the proper regular rate of pay. Defendants
12 would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely
13 pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant meal
14 periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief
15 under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based
16 thereon allege, that Defendants' conduct that gave rise to such violations and was malicious,
17 fraudulent, or oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor
18 Code section 2699(f)(2)(B)(ii).

19 27. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 maintain policies or practices of compelling Plaintiffs and other Aggrieved Employees every day
21 to, including, without limitation, work over four-hour periods (or major fractions thereof) without
22 authorizing and permitting Plaintiffs and other Aggrieved Employees to take uninterrupted, timely,
23 and complete ten-minute rest periods in which the employees are completely relieved of all of their
24 duties. By way of example, Defendants regularly denied Plaintiffs and Aggrieved Employees lawful
25 rest periods by, without limitation, by failing to provide rest periods all together; failing to provide
26 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
27 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
28 than ten uninterrupted minutes due to, without limitation, interrupting them; requiring that

1 employees carry cellular telephones during rest periods to answer questions from supervisors and/or
2 sales leads; and not providing rest periods in a timely fashion. Plaintiffs and other Aggrieved
3 Employees personally suffered these violations. Consequently, Plaintiffs are informed and believe,
4 and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each
5 Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed
6 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period
7 under Labor Code section 226.7. However, Plaintiffs are informed and believe that those premium
8 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
9 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
10 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
11 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking
12 of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7,
13 or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and
14 believe, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
15 was malicious, fraudulent, or oppressive. As such, Defendants are further liable for civil penalties
16 pursuant to Labor Code section 2699(f)(2)(B)(ii).

17 28. As a result of, among other things, Defendants' herein-described policy or practice
18 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
19 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
20 rest periods, as described above, and due to independent failures in connection therewith, Plaintiffs
21 are informed and believe, and based thereon alleges, that Defendants also intentionally failed and
22 continues to fail to furnish Plaintiffs and Aggrieved Employees with itemized wage statements that
23 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
24 inclusive dates of the period for which the employee is paid; the name of the employee and only the
25 last four digits of their social security number or an employee identification number other than a
26 social security number; all deductions; all applicable hourly rates in effect during the pay period and
27 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
28 address of the employer, and other such information as required by Labor Code section 226,

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

16 29. Plaintiffs are informed and believe, and based thereon allege, that Defendants also
17 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
18 compensation to Plaintiffs and other terminated or resigned employees, including but not limited to,
19 failing to pay all overtime wages owed; all minimum wages; and all premium pay owed; as set forth
20 above, among other things. Consequently, Plaintiffs are informed and believe, and based thereon
21 alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198 each pay period for
22 each Aggrieved Employee during the PAGA Period, and thus Plaintiffs and each Aggrieved
23 Employee personally suffered these violations and was owed penalties under Labor Code section
24 203 for each pay period worked during the PAGA Period. However, Plaintiffs are informed and
25 believe that those penalties under Labor Code section 203 were not made for these violations of
26 Labor Code sections 201, 202, and 203. Defendants would thus be liable for civil penalties pursuant
27 to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
28 2699(j). Plaintiffs are further informed and believe, and based thereon allege, that Defendants'

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

4 30. Plaintiffs are informed and believes, and based thereon alleges that Defendants also
5 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
6 limitation, Plaintiffs and other Aggrieved Employees, with their costs incurred for the purchase and
7 maintenance of cellular phones and cellular phone plans to communicate with sales leads and
8 managers, for compelling or coercing Plaintiffs and Aggrieved Employees, including applicants, to
9 patronize in the purchase of a value or things, including, without limitation, the Defendants'
10 product(s) and/or service(s), including Defendants' clothing that Plaintiffs and Aggrieved
11 Employees were required to wear during their shift, in direct consequence of the discharge of their
12 duties, or of their obedience to the directions of Defendants, as required by Labor Code sections
13 1198, 2800, 2802, and other statutory and common law offenses. As a result, Plaintiffs and other
14 Aggrieved Employees have personally suffered these violations and Defendants are liable to
15 reimburse Plaintiffs and other Aggrieved Employees for these costs incurred in furtherance of work
16 duties. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 558,
17 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further
18 informed and believe, and based thereon allege, that Defendants' conduct above gave rise to such
19 violations and was malicious, fraudulent, or oppressive. As such, Defendants would further be liable
20 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 31. Plaintiffs are informed and believe, and based thereon allege that Defendants had and
22 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
23 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
24 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
25 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
26 any calendar month, shall be paid for between the 1st and 10th day of the following month."
27 Plaintiffs are informed and believe and based thereon allege that Defendants did not and do not pay
28 Plaintiffs and other Aggrieved Employees all wages owed every day and every workweek in

1 accordance with Labor Code sections 204 and 1198. Plaintiffs are informed and believe, and based
2 thereon allege, that Defendants violated Labor Code section 204 and that Plaintiffs and other
3 Aggrieved Employees have personally suffered these violations. As such, Defendants would be
4 liable for civil penalties pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive
5 relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based
6 thereon allege, that Defendants' conduct above gave rise to such violations and was malicious,
7 fraudulent, or oppressive. Therefore, Defendants would further be liable for civil penalties pursuant
8 to Labor Code section 2699(f)(2)(B)(ii).

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

26 33. In addition to the above, Plaintiffs are informed and believe, and based thereon
27 alleges that Defendants failed and continue to fail to keep adequate or accurate time records
28 including wage statements and similar payroll documents under Labor Code section 226, documents

1 signed to obtain or hold employment under Labor Code section 432, personnel records under Labor
2 Code section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiffs
3 and other Aggrieved Employees to calculate their unpaid wages and/or premium payments.
4 Plaintiffs and the Aggrieved Employees personally suffered these violations, which in turn would
5 entitle Plaintiffs and other Aggrieved Employees to penalties prescribed by Labor Code sections
6 226 and 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections
7 558, 1174.5, and 2699. Plaintiffs are further informed and believe, and based thereon alleges, that
8 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
9 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
10 2699(f)(2)(B)(ii).

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

26 35. Plaintiffs, in Plaintiffs' representative capacities, seek civil penalties under Labor
27 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which
28

1 violate the California Labor Code as described above, including on behalf of Plaintiffs and other
2 Aggrieved Employees pursuant to PAGA.

3 **FIRST AND ONLY CAUSE OF ACTION**

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

5 36. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the
6 preceding paragraphs as though fully set forth herein.

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

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

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

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

1 Civil Penalties Under Labor Code § 226.3

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

7 41. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
8 this section are in addition to any other penalty provided by law.”

9 42. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
10 and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
11 intentionally failing to furnish Plaintiffs and Aggrieved Employees with itemized wage statements
12 that accurately reflect gross wages earned; total hours worked; net wages earned; the name and
13 address of each employer with whom they have been placed to work; all applicable hourly rates in
14 effect during the pay period and the corresponding number of hours worked at each hourly rate; the
15 legal name of the employer; and other such information as required by Labor Code section 226,
16 subdivision (a).

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

22 Violation of Labor Code § 558

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

- 27 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
28 pay period for which the employee was underpaid in addition to an amount sufficient

1 to recover underpaid wages;

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

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

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

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

15 Violation of Labor Code § 1174.5

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

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

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

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

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

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

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

21 Violation of Labor Code § 1197.1

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

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

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

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

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

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

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

24 Civil Penalties Under Labor Code § 2699

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

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

3 57. Plaintiffs are informed and believe, and based thereon allege that Defendants, and
4 each of them, violated the Labor Code sections described in the preceding paragraphs.

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

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

12 **PRAYER**

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

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

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

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

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

21 D. For costs of suit incurred herein; and;

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

Dated: August 6, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Bevin Pike
BEVIN PIKE
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and EMONI SINGLETARY and on behalf of
all other Aggrieved Employees