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

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
9/8/2025 11:59 AM
By: Amalia Molina, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

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

Plaintiff,

v.

KEY ESSENTIALS TO BEHAVIOR
MANAGEMENT, CORP., a California
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

CIVSB2526795
CASE NO.:

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1
and 2699**

[Amount in Controversy Greater Than
\$35,000.00]

1 Plaintiff LYDIA PLATA, as an aggrieved employee, and on behalf of all other aggrieved
2 employees under the Labor Code Private Attorneys' General Act of 2004, alleges as follows:

3 **JURISDICTION AND VENUE**

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

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

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

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

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

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

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

23 8. On or around December 12, 2024, Plaintiff provided written notice pursuant to Labor
24 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants’
25 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
26 as well as by certified mail, with return receipt requested to Defendants, and each of them.

27 9. On or around March 28, 2025, Plaintiff provided an amended written notice pursuant
28 to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of

1 Defendants' violation of various, including the herein-described, provisions of the Labor Code, to
2 the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of
3 them.

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

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

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

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

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

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

8 15. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
9 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
10 calendar days of the March 28, 2025 postmarked date of the herein-described notice sent by Plaintiff
11 to the LWDA and Defendants.

12 **PAGA REPRESENTATIVE ALLEGATIONS**

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

1 detrimental rounding of employee time entries, editing and/or manipulation of time entries to show
2 less hours than actually worked, for paying straight pay instead of overtime pay, for failure to pay
3 overtime as required by Labor Code section 226.2 all to the detriment of Employee and other
4 Aggrieved Employees. Consequently, Employee is informed and believes, and based thereon
5 alleges, that Employer violated Labor Code sections 221, 223, 510, 551, 552, 1194, 1198, and
6 applicable Wage Orders based on its practice of providing total compensation that is less than the
7 required legal overtime compensation for the overtime worked, entitling Employee and other
8 aggrieved employees to damages, including, without limitation, at least one hour of unpaid overtime
9 wages each day worked by each Aggrieved Employee during the Civil Penalty Period. Employee
10 further informed and believes, and based thereon alleges, that Employer's conduct above gave rise
11 to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil
12 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198
13 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be
14 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

15 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
16 each of them, had and have a practice or policy of failing to compensate Plaintiff and other
17 Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's
18 control every day as a result of, without limitation, failing to accurately track and/or pay for all
19 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
20 including, without limitation, by requiring employees: to come early to work and leave late work
21 without being able to clock in for all that time, to complete pre-shift tasks before clocking in and
22 post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out
23 for rest periods, to don and doff uniforms and/or safety equipment off the clock, to store and retrieve
24 personal belongings off the clock, to attend company meetings off the clock, to make phone calls,
25 receive and respond to emails and/or texts; detrimental rounding of employee time entries; failing
26 to pay the minimum amounts required under Labor Code section 226.2; editing and/or manipulation
27 of time entries to show less hours than actually worked; and failing to pay split shift premiums. In
28 addition, Plaintiff and other Aggrieved Employees were required to report to work, and did report,

1 but were not put to work and/or were furnished less than half their usual or scheduled day's work
2 without being paid for half the usual or scheduled work at their regular rate of pay. As such, Plaintiff
3 is informed and believes, and based thereon alleges, that Defendants violated, without limitation,
4 Labor Code sections 221, 223, 1197, 1182.12, Cal. and applicable Wage Orders based on its
5 continued failure to pay minimum wages for all hours worked, that Plaintiff and other Aggrieved
6 Employees personally suffered these violations, and that Plaintiff and other Aggrieved Employees
7 are entitled to actual and liquidated damages under, without limitation, Labor Code sections 1194,
8 1194.2, and 1198 to compensate them for at least one unpaid hour of work per day for each
9 Aggrieved Employee in the Civil Penalty Period. Employee further informed and believes, and
10 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
11 fraudulent, or oppressive. Defendant would also be liable for civil penalties pursuant to Labor Code
12 sections 210 (for failure to timely pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief
13 under sections 2699(e)(1) and 2699(k). Defendant would further be liable for civil penalties
14 pursuant to Labor Code section 2699(f)(2)(B)(ii).

15 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
16 and have a practice or policy of failing to compensate Plaintiff and other Aggrieved Employees with
17 minimum wages for all hours worked or otherwise under Employer's control every day as a result
18 of, without limitation, failing to accurately track and/or pay for all minutes actually worked;
19 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
20 by requiring employees: to come early to work and leave late work without being able to clock in
21 for all that time, to suffer under Defendants' control due to long lines for clocking in, to complete
22 pre-shift tasks before clocking in and post-shift tasks after clocking out, requiring employees to fill
23 out paperwork, write reports, and/or create session notes off the clock, to clock out for meal periods
24 and continue working, requiring employees to tend to clients off the clock, to don and doff uniforms
25 and/or safety equipment off the clock, to store and retrieve personal belongings off the clock, to
26 attend company meetings off the clock, to make phone calls, receive and respond to emails and/or
27 texts; detrimental rounding of employee time entries; editing and/or manipulation of time entries to
28 show less hours than actually worked; and failing to pay split shift premiums. In addition, Plaintiff

1 and other Aggrieved Employees were required to report to work, and did report, but were not put to
2 work and/or were furnished less than half their usual or scheduled day's work without being paid
3 for half the usual or scheduled work at their regular rate of pay. These acts and/or omissions violated
4 Labor Code section 1198, and, thus Defendant would be liable for civil penalties pursuant to these
5 sections and Labor Code section 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
6 Plaintiff further informed and believes, and based thereon alleges, that Defendant's conduct above
7 gave rise to such violations was malicious, fraudulent, or oppressive. Defendant would further be
8 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

1 payments under Labor Code section 226.7 were not made, either, for these non-compliant meal
2 periods, either at all or at the proper regular rate of pay. Defendant would thus be liable for civil
3 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221, 223, 558,
4 1198 and 2699 for both failing to authorize the taking of compliant meal periods and for failing to
5 provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1)
6 and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that Defendants'
7 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer
8 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

9 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
11 including, without limitation, work over four-hour periods (or major fractions thereof) without
12 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
13 and complete ten-minute rest periods in which the employees are completely relieved of all of their
14 duties, including, without limitation: by failing to provide rest periods all together; failing to provide
15 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
16 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
17 than ten uninterrupted minutes due to, without limitation, due to time required to walk to and from
18 a suitable break area, time spent having to don and doff safety gear during the rest period, having to
19 retrieve and store personal belongings during the rest period, requiring that they be bundled together
20 and/or with meal periods; interrupting them; requiring that employees carry cellular telephones
21 during rest periods; not providing rest periods in a timely fashion; failing to account for rest breaks
22 when scheduling sessions; requiring employees to fill out paperwork, write reports, and/or create
23 session notes during rest periods; and not permitting employees to leave the premises; and otherwise
24 requiring on-duty/on-call rest periods. Employee and other Aggrieved Employees personally
25 suffered these violations. Consequently, Plaintiff is informed and believes, and based thereon
26 alleges, that Defendants violated the applicable Wage Order(s) each day for each Aggrieved
27 Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour
28 of premium pay at their regular rate of pay for each day worked during the PAGA Period under

1 Labor Code section 226.7. However, Plaintiff is informed and believes that those premium
2 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
3 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
4 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
5 (for failure to timely pay these wages), 221, 223, 558, 1198 and 2699 for both failing to authorize
6 the taking of compliant rest periods and for failing to provide premium pay under Labor Code
7 section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
8 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
9 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
10 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

11 21. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
12 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
13 statements and similar payroll documents under Labor Code section 226, documents signed to
14 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
15 section 1198.5, time records under Labor Code section 1174, the names and addresses of all
16 employees employed and the ages of all minors under Labor Code section 1174, subsection (c),
17 payroll records showing the hours worked daily by and the wages paid to, and the number of piece-
18 rate units earned by, and applicable piece rate paid to, employees employed at the respective place
19 of employment under Labor Code section 1174, subsection (d), as well as the information required
20 to be kept under Labor Code sections 2673 making it difficult for Employee and other aggrieved
21 employees to calculate their unpaid wages and/or premium payments. Employer also failed to
22 provide these documents to Employee and other Aggrieved Employees upon request in violation of
23 these Labor Code sections, as well as Labor Code section 1198. Plaintiff and the Aggrieved
24 Employees personally suffered these violations, which in turn would entitle Plaintiff and other
25 Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants
26 would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, 1198, and 2699.
27 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above
28 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be

1 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

2 22. As a result of, among other things, Defendants' herein-described policy or practice
3 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
4 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
5 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
6 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
7 continues to fail to furnish Aggrieved Employees, including, without limitation, Plaintiff, with
8 itemized wage statements that accurately reflect: gross wages earned; total hours worked by the
9 employee; net wages earned; the inclusive dates of the period for which the employee is paid; the
10 name of the employee and only the last four digits of their social security number or an employee
11 identification number other than a social security number; all deductions; all applicable hourly rates
12 in effect during the pay period and the corresponding number of hours worked at each hourly rate
13 by the employee; the legal name and address Defendants; and other such information as required by
14 Labor Code section 226, subdivision (a) , as well as Labor Code section 226.2 to the extent it does
15 not include for piece-rate work the information required therein including, without limitation, the
16 quantity, rate and units worked per piece, as well as separately itemized non-productive time and
17 rest and recovery periods. Specifically, Defendants intentionally failed to furnish employees with
18 itemized wage statements that accurately reflect the hours worked by Plaintiff and other Aggrieved
19 Employees and the rates of pay at which they were or should have been paid (including due to failure
20 to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and
21 paid at each rate, as well. Consequently, Employee is informed and believes, and based thereon
22 alleges, that Employer violated Labor Code sections 226, 1696.5 and 1198 each day for each
23 Aggrieved Employee during the PAGA Period, and that, thus Employee and each Aggrieved
24 Employee personally suffered these violations and was owed penalties under Labor Code section
25 226 for each pay period worked during the PAGA Period. Plaintiff is informed and believes that
26 those penalties under Labor Code section 226 were not paid for these violations of Labor Code
27 section 226. Defendants would thus be liable for civil penalties pursuant to Labor Code sections
28 226.2, 226.3, 558, 1198, 1696.5 and 2699. Plaintiff is further informed and believes, and based

1 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
2 fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code
3 sections 226.2, 226.3, 558, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
4 Defendants would further be liable for civil penalties pursuant to Labor Code section
5 2699(f)(2)(B)(ii).

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

23 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 required or require the execution of a release of claim or right on account of wages due, or to become
25 due, or made as an advance on wages to be earned, including, without limitation, as a condition of
26 being paid, to execute a statement of the hours worked during a pay period in which Defendants
27 knew to be false. As such, Plaintiff is informed and believes, and based thereon alleges that
28 Defendants violated Labor Code sections 206.5 and 1198, and that Plaintiff and other Aggrieved

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

6 25. Plaintiff is further informed and believes, and based thereon alleges that Defendants
7 failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor
8 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
9 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
10 applicable to their employment, allowances claimed as part of the minimum wage, the regular
11 payday designated by Defendants, the name of the employer, including any "doing business as"
12 names used, the name, address and telephone number of the workers' compensation insurance
13 carrier, information regarding paid sick leave, and other pertinent information required to be
14 disclosed by Employer under Labor Code section 2810.5. Plaintiff is informed and believes that
15 failure to provide such information, including rates of pay that are in effect, has permitted
16 Defendants to pay employees at rates of pay that were not agreed upon and violate minimum wage
17 and overtime wage laws in California. Plaintiff is additionally informed and believes that the notice
18 requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury
19 reporting. Plaintiff is informed and believes that Defendants violated Labor Code sections 1198 and
20 2810.5. Plaintiff and other Aggrieved Employees personally suffered these violations. Plaintiff
21 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
22 to such violations was malicious, fraudulent, or oppressive. Among other relief, employees may
23 collect from Defendants in connection with these violations' civil penalties pursuant to Labor Code
24 sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
25 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

26 26. Plaintiff is informed and believes, and based thereon alleges that Defendants also
27 failed and refused, and continues to fail and refuse, to reimburse employees, including, without
28 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for laundering

1 mandatory uniforms, for the purchase of tools and safety equipment, for the purchase of behavioral
2 reinforcement rewards, for the purchase and maintenance of cellular phones and cellular phone
3 plans, for pre-employment medical exams (including tuberculosis exams) taken as a condition of
4 employment, or for compelling or coercing Plaintiff and Aggrieved Employees, including
5 applicants, to patronize in the purchase of a value or things, including, without limitation,
6 Defendants' product(s) and/or service(s), in direct consequence of the discharge of their duties, or
7 of their obedience to the directions of Defendants, as required by Labor Code sections 1198, 2800,
8 2802, and other statutory and common law offenses. As a result, Plaintiff and other Aggrieved
9 Employees have personally suffered these violations and Defendants are liable to reimburse Plaintiff
10 and other Aggrieved Employees for these costs incurred in furtherance of work duties. Plaintiff
11 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
12 to such violations was malicious, fraudulent, or oppressive. In addition, Defendants would be liable
13 for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under
14 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
15 Labor Code section 2699(f)(2)(B)(ii).

16 27. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
17 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
18 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
19 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
20 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
21 the sick pay was not provided at the proper regular of pay as required under California law due to
22 failure to properly calculate the regular rate. Plaintiff is further informed and believes that
23 Defendants also did not permit its use upon request by Plaintiff and other Aggrieved Employees as
24 contemplated under California and local laws, including, without limitation, under Labor Code
25 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
26 without retaliation. Plaintiff is additionally informed and believes that the notice requirement of
27 Labor Code section 221, 223, 233, 235, 245 and 246 involves a mandatory payroll or workplace
28 injury reporting. Plaintiff is thus informed and believes that Defendants violated these Labor Code

1 sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees
2 have personally suffered violations under these sections and Defendants would be liable for civil
3 penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699,
4 as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.
5 Defendants are further informed and believes, and based thereon alleges, that Defendants' conduct
6 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would
7 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

8 28. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
9 have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid time
10 off and vacation time owed upon separation of employment as wages at their final rate of pay in
11 violation of Labor Code sections 221, 223, 227.3 and applicable Wage Orders. Plaintiff is thus
12 informed and believes that Defendants violated these Labor Code sections, as well as Labor Code
13 section 1198. As such, Plaintiff and other Aggrieved Employees have personally suffered these
14 violations and Defendants would be liable for civil penalties for violation of Labor Code section
15 227.3 under Labor Code section 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
16 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
17 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
18 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

1 personally suffered these violations. Plaintiff further informed and believes, and based thereon
2 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
3 oppressive. Defendant would be liable for civil penalties pursuant to Labor Code sections 210, 558,
4 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendant would further
5 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

21 31. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
22 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing
23 violations of state and federal law, either within Defendants to their managers or outside of
24 Defendants to private attorneys or government officials, among others, in violation of Business and
25 Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Plaintiff and
26 other Aggrieved Employees personally suffered these violations. In addition, Plaintiff is informed
27 and believes that these policies and/or practices prevent Plaintiff and other Aggrieved Employees
28 from disclosing information about unsafe or discriminatory working conditions, or about wage and

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

8 32. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
9 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in
10 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
11 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
12 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Plaintiff and other
13 Aggrieved Employees personally suffered these violations. Plaintiff is informed and believes that
14 this lawful conduct includes, without limitation, the exercise of Plaintiff and other Aggrieved
15 Employee's constitutional rights of freedom of speech and economic liberty and would thus expose
16 Defendant to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or
17 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and
18 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
19 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
20 Code section 2699(f)(2)(B)(ii).

21 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
22 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
23 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and their
24 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
25 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
26 purported confidentiality agreements, purported severance agreements, or purported release
27 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or
28 Aggrieved Employees by Defendants. And, even more specifically, Plaintiff is informed and

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

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

21 **PARTIES**

22 **A. Plaintiff**

23 35. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
24 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
25 exempt employee, with duties that included, but were not limited to, running sessions with clients.
26 Plaintiff is informed and believes, and based thereon alleges, that Plaintiff LYDIA PLATA worked
27 for Defendants from approximately August of 2023 through approximately July of 2024.

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1 **B. Defendants**

2 36. Plaintiff is informed and believes and based thereon alleges that defendant KEY
3 ESSENTIALS is, and at all times relevant hereto was, a corporation organized and existing under
4 and by virtue of the laws of the State of California and doing business in the County of San
5 Bernardino, State of California.

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

19 **JOINT LIABILITY ALLEGATIONS**

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

25 39. All of the acts and conduct described herein of each and every corporate defendant
26 was duly authorized, ordered, and directed by the respective and collective defendant corporate
27 employers, and the officers and management-level employees of said corporate employers. In
28 addition thereto, said corporate employers participated in the aforementioned acts and conduct of

1 their said employees, agents, and representatives, and each of them; and upon completion of the
2 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
3 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
4 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
5 aforementioned corporate employees, agents and representatives.

6 40. Plaintiff is informed and believes, and based thereon alleges, that despite the
7 formation of the purported corporate existence of KEY ESSENTIALS and DOES 1 through 50,
8 inclusive (the “Alter Ego Defendants”), they, and each of them, are one and the same with DOES
9 51 through 100 (“Individual Defendants”), and each of them, due to, but not limited to, the following
10 reasons:

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

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

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

23 d. Plaintiff is informed and believes, and thereon alleges, that the business affairs
24 of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times mentioned
25 herein were, so mixed and intermingled that the same cannot reasonably be segregated, and the same
26 are inextricable confusion. The Alter Ego Defendants are, and at all relevant times mentioned herein
27 were, used by the Individual Defendants as mere shells and conduits for the conduct of certain of
28 their, and each of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned

1 herein were, the alter egos of the Individual Defendants;

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

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

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

13 42. Moreover, Plaintiff is informed and believes, and based thereon alleges, that
14 Individual Defendants, and each of them, are liable for the civil penalties, or some of them, described
15 herein because Individual Defendants, and each of them, caused or are otherwise contributed to the
16 violations described herein, or some of them.

17 **FIRST AND ONLY CAUSE OF ACTION**

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

19 43. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
20 preceding paragraphs as though fully set forth hereat.

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

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

27 45. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
28 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this

1 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
2 204 and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one
3 hundred dollars (\$100) for each failure to pay each employee” and “(2) For each subsequent
4 violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay
5 each employee, plus 25 percent of the amount unlawfully withheld.”

6 46. At all relevant times herein, Defendants have had a consistent policy or practice of
7 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
8 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
9 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
10 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
11 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
12 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
13 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
14 violation in connection with each payment that was made in violation of Labor Code section 204.

15 Civil Penalties Under Labor Code § 226.3

16 47. Defendants had and have a policy or practice of failing to comply with Labor Code
17 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
18 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
19 wages earned; the name and address of each employer with whom they have been placed to work;
20 all applicable hourly rates in effect during the pay period and the corresponding number of hours
21 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
22 entity securing the employer’s services if the employer is a farm labor contractor; and other such
23 information as required by Labor Code section 226, subdivision (a) and/or Labor Code section 226.2
24 to the extent it does not include for piece-rate work the information required therein including,
25 without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-
26 productive time and rest and recovery periods

27 48. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
28 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)

1 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
2 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
3 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

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

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

9 51. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
10 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
11 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
12 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
13 period for each subsequent violation.

14 Violation of Labor Code § 558

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

- 19 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
20 pay period for which the employee was underpaid in addition to an amount sufficient
21 to recover underpaid wages;
- 22 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
23 employee for each pay period for which the employee was underpaid in addition to
24 an amount sufficient to recover underpaid wages;
- 25 (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

26 53. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
27 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
28 causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime

1 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
2 regular payday designated by employer, the name of the employer, including any “doing business
3 as” names used, the name, address, and telephone number of the workers’ compensation insurance
4 carrier, information regarding paid sick leave, and other pertinent information.

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

10 Violation of Labor Code § 1174.5

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

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

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

1 earned.”

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

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

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

16 Violation of Labor Code § 1197.1

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

23 (1) For any initial violation that is intentionally committed, one hundred dollars
24 (\$100) for each underpaid employee for each pay period for which the
25 employee is underpaid. This amount shall be in addition to an amount
26 sufficient to recover underpaid wages, liquidated damages pursuant to Section
27 1194.2, and any applicable penalties imposed pursuant to Section 203.

28 (2) For each subsequent violation for the same specific offense, two hundred fifty

1 dollars (\$250) for each underpaid employee for each pay period for which the
2 employee is underpaid regardless of whether the initial violation is
3 intentionally committed. This amount shall be in addition to an amount
4 sufficient to recover underpaid wages, liquidated damages pursuant to Section
5 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

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

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

23 Civil Penalties Under Labor Code § 2699

24 64. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
25 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
26 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
27 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
28 action brought by an aggrieved employee on behalf of himself or herself and other current or former

1 employees pursuant to the procedures specified in Labor Code section 2699.3.

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

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

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

11 **PRAYER**

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

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

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

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

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

20 D. For costs of suit incurred herein; and

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

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Dated: September 8, 2025

BIBIYAN LAW GROUP, P.C.

BY: 
MOLLY A. DESARIO
LAUREL N. HOLMES

Attorneys for Plaintiff LYDIA PLATA, as an
aggrieved employee, and on behalf of all other
aggrieved employees under the Labor Code
Private Attorneys' General Act of 2004

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