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County of Santa Clara
25CV468866
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as an aggrieved employee, and on behalf of all other
aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

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

Plaintiff,

v.

QUALITY TRANSFORMER &
ELECTRONICS, a California Corporation;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 25CV468866

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 ANTHONY VALLACQUA, as an aggrieved employee, and on behalf of all other
2 aggrieved employees under the Labor Code Private Attorneys' General Act of 2004, alleges as
3 follows:

4 **JURISDICTION AND VENUE**

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

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

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

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

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

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

16 6. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
17 96, 98.6, 201, 201.3, 202, 203, 204, 206.5, 210, 221, 223, 222.5, 226, 226.3, 226.7, 227.3, 232,
18 232.5, 233, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 510, 512, 551, 552, 558, 1101, 1102, 1102.5,
19 1174, 1174.5, 1182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1197.5, 2800, 2802, 2810.5, 2699,
20 among others, California Code of Regulations, Title 8, Sections 1527, 3366, 3395, 3396, Business
21 and Professions Code sections 16600, and 17200, Government Code section 12952, as well as
22 applicable Wage Orders.

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

27 8. On or around July 29, 2024, Plaintiff provided written notice pursuant to Labor Code
28 section 2699.3 online and by certified mail, with return receipt requested, of Defendants’ violation

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

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

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

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

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

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

26 14. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
27 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
28

1 calendar days of the July 29, 2024 postmarked date of the herein-described notice sent by Plaintiff
2 to the LWDA and Defendants.

3 **PAGA REPRESENTATIVE ALLEGATIONS**

4 15. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
5 each of them, had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees
6 to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight
7 workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them
8 proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or
9 pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the
10 clock, including, without limitation, by requiring employees: to come early to work and leave late
11 work without being able to clock in for all that time, to suffer under Employer's control due to =
12 pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods
13 and continue working, to clock out for rest periods, to don and doff uniforms and/or safety
14 equipment off the clock, to attend company meetings off the clock, to make phone calls off the
15 clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive
16 pay, and other forms of remuneration into the regular rate of pay for the pay periods where overtime
17 was worked and the additional compensation was earned for the purpose of calculating the overtime
18 rate of pay; detrimental rounding of employee time entries,. Employer would also be liable for civil
19 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198
20 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be
21 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

22 16. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
23 each of them, had and have a practice or policy of failing to compensate Plaintiff and other
24 Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's
25 control every day as a result of, without limitation, failing to accurately track and/or pay for all
26 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
27 including, without limitation, by requiring employees: to come early to work and leave late work
28 without being able to clock in for all that time, to suffer under Defendants' control due to long lines

1 for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out,
2 to clock out for meal periods and continue working, to clock out for rest periods, to don and doff
3 uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off
4 the clock, to store and retrieve personal belongings off the clock, to attend company meetings off
5 the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock;
6 detrimental rounding of employee time entries; editing and/or manipulation of time entries to show
7 less hours than actually worked; and failing to pay split shift premiums. In addition, Plaintiff and
8 other Aggrieved Employees were required to report to work, and did report, but were not put to
9 work and/or were furnished less than half their usual or scheduled day's work without being paid
10 for half the usual or scheduled work at their regular rate of pay. As such, Plaintiff is informed and
11 believes, and based thereon alleges, that Defendants violated, without limitation, Labor Code
12 sections 221, 223, 1197, 1182.12, Cal. and applicable Wage Orders based on its continued failure
13 to pay minimum wages for all hours worked, that Plaintiff and other Aggrieved Employees
14 personally suffered these violations, and that Plaintiff and other Aggrieved Employees are entitled
15 to actual and liquidated damages under, without limitation, Labor Code sections 1194, 1194.2, and
16 1198 to compensate them for at least one unpaid hour of work per day for each Aggrieved Employee
17 in the Civil Penalty Period. Employee further informed and believes, and based thereon alleges, that
18 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
19 Plaintiff would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to
20 timely pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
21 and 2699(k). Plaintiff would further be liable for civil penalties pursuant to Labor Code section
22 2699(f)(2)(B)(ii).

23 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
24 and have a practice or policy of failing to compensate Plaintiff and other Aggrieved Employees with
25 minimum wages for all hours worked or otherwise under Employer's control every day as a result
26 of, without limitation, failing to accurately track and/or pay for all minutes actually worked;
27 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
28 by requiring employees: to come early to work and leave late work without being able to clock in

1 for all that time, to suffer under Defendants' control due to complete pre-shift tasks before clocking
2 in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to
3 clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend
4 company meetings off the clock, to make phone calls, and/or receive and respond to emails and/or
5 texts off-the-clock; detrimental rounding of employee time entries; editing and/or manipulation of
6 time entries to show less hours than actually worked; and failing to pay split shift premiums. In
7 addition, Plaintiff and other Aggrieved Employees were required to report to work, and did report,
8 but were not put to work and/or were furnished less than half their usual or scheduled day's work
9 without being paid for half the usual or scheduled work at their regular rate of pay. These acts and/or
10 omissions violated Labor Code sections 1198, and, thus Defendant would be liable for civil penalties
11 pursuant to these sections and Labor Code section 2699, or injunctive relief under sections
12 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that
13 Defendant's conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
14 Defendant would further be liable for civil penalties pursuant to Labor Code section
15 2699(f)(2)(B)(ii).

16 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
17 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
18 Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours
19 per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
20 compensation in lieu thereof including, each workday, without limitation: by interrupting meal
21 periods; not providing timely meal periods; failing to provide first and second meal periods;
22 providing short meal periods, including without, limitation meal periods that were recorded for less
23 than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer
24 but in practice were shorter than thirty minutes due to time required to walk to and from a suitable
25 break area; requiring that employees carry cellular telephones during meal periods; not permitting
26 employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-
27 deducting meal periods that could not be auto-deducted by law or during which employees
28 worked. Plaintiff and other Aggrieved Employees personally suffered these violations.

1 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated
2 Labor Code sections 221, 223, 512 and 1198 each day for each Aggrieved Employee during the
3 Civil Penalty Period, and that, thus each Aggrieved Employee was owed one hour of premium pay
4 at their regular rate of pay for each day worked during the Civil Penalty Period under Labor Code
5 section 226.7. However, Plaintiff is informed and believes that those premium payments under
6 Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either at all
7 or at the proper regular rate of pay. Defendant would thus be liable for civil penalties pursuant to
8 Labor Code sections 210 (for failure to timely pay these wages), 221, 223, 558, 1198 and 2699 for
9 both failing to authorize the taking of compliant meal periods and for failing to provide premium
10 pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k).
11 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above
12 gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be
13 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).
14 Plaintiff is informed and believes, and based thereon alleges, that Defendants maintain policies or
15 practices of compelling Plaintiff and other Aggrieved Employees every day to, including, without
16 limitation, work over four-hour periods (or major fractions thereof) without authorizing and
17 permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely, and complete ten-
18 minute rest periods in which the employees are completely relieved of all of their duties, including,
19 without limitation: by failing to provide rest periods all together; failing to provide rest periods that
20 were at least ten minutes in length, including rest periods that were shorter than ten minutes, or rest
21 periods that may have encompassed a total of ten minutes but were in practice less than ten
22 uninterrupted minutes due to, without limitation, having to retrieve and store personal belongings
23 during the rest period, requiring that they be bundled together and/or with meal periods; interrupting
24 them; requiring that employees carry cellular telephones during rest periods; not providing rest
25 periods in a timely fashion; and not permitting employees to leave the premises; and otherwise
26 requiring on-duty/on-call rest periods. Employee and other Aggrieved Employees personally
27 suffered these violations. Consequently, Plaintiff is informed and believes, and based thereon
28 alleges, that Defendants violated the applicable Wage Order(s) each day for each Aggrieved

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

13 19. As a result of, among other things, Defendants' herein-described policy or practice
14 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
15 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
16 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
17 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
18 continues to fail to furnish Aggrieved Employees, including, without limitation, Plaintiff, with
19 itemized wage statements that accurately reflect: gross wages earned; total hours worked by the
20 employee; net wages earned; the inclusive dates of the period for which the employee is paid; the
21 name of the employee and only the last four digits of their social security number or an employee
22 identification number other than a social security number; all deductions; all applicable hourly rates
23 in effect during the pay period and the corresponding number of hours worked at each hourly rate
24 by the employee; the legal name and address Defendants (and, in the case of a farm labor contractor,
25 the name and address of the legal entity that secured the services of the employer); and other such
26 information as required by Labor Code section 226, subdivision (a) , to the extent it does not include
27 for piece-rate work the information required therein including, without limitation, the quantity, rate
28 and units worked per piece, as well as separately itemized non-productive time and rest and recovery

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

17 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
18 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
19 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
20 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
21 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at
22 the proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes,
23 and based thereon alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198
24 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Plaintiff and
25 each Aggrieved Employee personally suffered these violations and was owed penalties under Labor
26 Code section 203 for each pay period worked during the PAGA Period. However, Plaintiff is
27 informed and believes that those penalties under Labor Code section 203 were not made for these
28 violations of Labor Code sections 201, 202, 203, 204b. Plaintiff is further informed and believes,

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

6 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 required or require the execution of a release of claim or right on account of wages due, or to become
8 due, or made as an advance on wages to be earned, including, without limitation, as a condition of
9 being paid, to execute a statement of the hours worked during a pay period in which Defendants
10 knew to be false. As such, Plaintiff is informed and believes, and based thereon alleges that
11 Defendants violated Labor Code sections 206.5 and 1198, and that Plaintiff and other Aggrieved
12 Employees have personally suffered these violations. Plaintiff is further informed and believes, and
13 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
14 fraudulent, or oppressive. Defendants would be liable for civil penalties pursuant to Labor Code
15 sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
16 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

17 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 maintain policies or practices of failing to maintain adequate temperatures which created excessive
19 heat or humidity exposing Plaintiff and Aggrieved Employees to temperature related hazards and/or
20 comfortable working environments, as required under California Code of Regulations Title 8,
21 section 3396. Plaintiff is informed and believes, and based thereon alleges that Defendants failed
22 to maintain temperatures at comfortable levels in violation of section 15 of the applicable Wage
23 Orders, which requires temperature be maintained in each work area to be reasonably comfortable,
24 consistent with industry-wide standards for the nature of the process and the work performed.
25 Defendants, as required by the same wage order provisions, also: failed and fails to take all feasible
26 means to reduce excessive heat or humidity created by the work process to provide reasonable
27 comfort; failed and fails to provide a heated room for Plaintiff and Aggrieved Employees so that
28 they may retire for warmth while maintaining such room at not less than 60 degrees; and/or failed

1 and fails to maintain a temperature of not less than 68 degrees in toilet rooms, resting rooms, and
2 change rooms during hours of use Plaintiff is further informed and believes, and based thereon
3 alleges that Defendants failed and fail to permit Plaintiff and other Aggrieved Employees from
4 taking cooldown periods every day as required under California Code of Regulations, Title 8,
5 Section 3395; rest and recovery periods as required by Labor Code section 226.2; and premium pay
6 in lieu thereof under Labor Code section 226.7. Plaintiff and other Aggrieved Employees personally
7 suffered these violations. Consequently, Plaintiff is informed and believes, and based thereon
8 alleges, that Defendants violated California Code of Regulations, Title 8, Sections 3395 and 3396
9 each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved
10 Employee was owed one hour of premium pay at their regular rate of pay for each day worked
11 during the PAGA Period under Labor Code section 226.7. In addition, for the failure each day of
12 the PAGA Period by Defendants to provide rest and recovery periods under Labor Code section
13 226.2, each Aggrieved Employee was owed compensation at a regularly hourly rate that is no less
14 than the higher of the amounts set forth in Labor Code section 226.2(a)(3)(A)(i) or
15 226.2(a)(3)(A)(ii). However, Plaintiff is informed and believes that those premium payments under
16 Labor Code section 226.7, and rest and recovery periods under Labor Code section 226.2(a)(3)(A)
17 were not made for these non-compliant cooldown periods and/or rest and recovery periods, either
18 at all or at the proper rate of pay, in violation of Labor Code sections 226.2, 226.7 and/or 1198.
19 Defendants would also be liable for their failures to provide comfortable levels of temperatures to
20 employees under the wage orders, including Section 15 thereof. Defendants would thus be liable
21 for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221,
22 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for
23 failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections
24 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that
25 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
26 Defendants would further be liable for civil penalties pursuant to Labor Code section
27 2699(f)(2)(B)(ii).

28

1 23. Plaintiff is informed and believes, and based thereon alleges that Defendants also
2 failed and refused, and continues to fail and refuse, to reimburse employees, including, without
3 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal
4 vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits,
5 separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for
6 the purchase and maintenance of cellular phones and cellular phone plans, for pre-employment
7 medical, physical or drivers' exams taken as a condition of employment, or for compelling or
8 coercing Plaintiff and Aggrieved Employees, including applicants, to patronize in the purchase of a
9 value or things, including, without limitation, Defendants' product(s) and/or service(s), in direct
10 consequence of the discharge of their duties, or of their obedience to the directions of Defendants,
11 as required by Labor Code sections 222.5, 1198, 2800, 2802, and other statutory and common law
12 offenses. As a result, Plaintiff and other Aggrieved Employees have personally suffered these
13 violations and Defendants are liable to reimburse Plaintiff and other Aggrieved Employees for these
14 costs incurred in furtherance of work duties. Plaintiff further informed and believes, and based
15 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
16 fraudulent, or oppressive. In addition, Defendants would be liable for civil penalties pursuant to
17 Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
18 Defendants would further be liable for civil penalties pursuant to Labor Code section
19 2699(f)(2)(B)(ii).

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

1 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
2 without retaliation. Plaintiff is additionally informed and believes that the notice requirement of
3 Labor Code section 221, 223, 233, 245 and 246 involves a mandatory payroll or workplace injury
4 reporting. Plaintiff is thus informed and believes that Defendants violated these Labor Code
5 sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees
6 have personally suffered violations under these sections and Defendants would be liable for civil
7 penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699,
8 as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.
9 Defendants are further informed and believes, and based thereon alleges, that Defendants' conduct
10 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would
11 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

12 25. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
13 have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid time
14 off and vacation time owed upon separation of employment as wages at their final rate of pay in
15 violation of Labor Code sections 221, 223, 227.3 and applicable Wage Orders. Plaintiff is thus
16 informed and believes that Defendants violated these Labor Code sections, as well as Labor Code
17 section 1198. As such, Plaintiff and other Aggrieved Employees have personally suffered these
18 violations and Defendants would be liable for civil penalties for violation of Labor Code section
19 227.3 under Labor Code section 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
20 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
21 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
22 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

23 26. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
24 have a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor
25 Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive,
26 of any calendar month shall be paid for between the 16th and 26th day of the month during which
27 the labor was performed, and labor performed between the 16th and the last day, inclusive of any
28 calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff

1 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
2 and other Aggrieved Employees every day and every workweek in accordance with Labor Code
3 sections 204 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges that
4 Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees have
5 personally suffered these violations. Plaintiff further informed and believes, and based thereon
6 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
7 oppressive. Plaintiff would be liable for civil penalties pursuant to Labor Code sections 210, 558,
8 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff would further
9 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

10 27. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
11 have a policy of failing to provide all temporary workers, including without limitation, Plaintiff,
12 with owed wages weekly by not later than the regular payday of the following week. Plaintiff is
13 informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198.
14 As a result, pursuant to Labor Code section 201.3, Plaintiff and other Aggrieved Employees have
15 personally suffered violations thereto and Plaintiff would be liable for civil penalties pursuant to
16 Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
17 2699(k). Plaintiff further informed and believes, and based thereon alleges, that Defendants'
18 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
19 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

20 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
21 or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for
22 Plaintiff and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Plaintiff
23 and/or Aggrieved Employees on account of a gratuity, or required Plaintiff and/or Aggrieved
24 Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due
25 to the Plaintiff and/or Aggrieved Employees from the Defendants. In addition, Plaintiff is informed
26 and believes, and based thereon alleges, that Defendants permit and/or permitted patrons to pay
27 gratuities by credit card but failed to pay Plaintiff and/or Aggrieved Employees the full amount of
28 the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit

1 card payment processing fees that may be charged to the employer by the credit card company by
2 not later than the regular payday following the date the patron authorized the credit card. In addition,
3 Defendants failed to keep accurate records of all gratuities received by Defendants and made those
4 open to inspection at all reasonable hours. Plaintiff is informed and believes that this has resulted
5 in a violation of Labor Code sections 1198.

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

21 30. 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 using or
23 disclosing the skills, knowledge and experience they obtained with Defendants for purposes of
24 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
25 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
26 from disclosing who else works with Defendants and under what circumstances that they might be
27 receptive to an offer from a rival employer. As such, Plaintiff is informed and believes that this
28 violates Business and Professions Code sections 17200, 16600, and, by virtue thereof, various

1 provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5, subdivision (k),
2 and 1198, and that Plaintiff and other Aggrieved Employees have personally suffered these
3 violations. Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
4 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
5 would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive
6 relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties
7 pursuant to Labor Code section 2699(f)(2)(B)(ii).

8 31. 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 disclosing
10 violations of state and federal law, either within Defendants to their managers or outside of
11 Defendants to private attorneys or government officials, among others, in violation of Business and
12 Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Plaintiff and
13 other Aggrieved Employees personally suffered these violations. In addition, Plaintiff is informed
14 and believes that these policies and/or practices prevent Plaintiff and other Aggrieved Employees
15 from disclosing information about unsafe or discriminatory working conditions, or about wage and
16 hour violations in violation of Labor Code sections 232, 232.5 and 1198. Plaintiff and other
17 Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these
18 violations would expose Defendants to liability for civil penalties pursuant to Labor Code sections
19 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
20 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
21 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
22 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

23 32. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
24 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in
25 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
26 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
27 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Plaintiff and other
28 Aggrieved Employees personally suffered these violations. Plaintiff is informed and believes that

1 this lawful conduct includes, without limitation, the exercise of Plaintiff and other Aggrieved
2 Employee's constitutional rights of freedom of speech and economic liberty and would thus expose
3 Defendant to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or
4 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and
5 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
6 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
7 Code section 2699(f)(2)(B)(ii).

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

1 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
2 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

3 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
4 and have a practice or policy of conducting unlawful background checks on prospective and current
5 employees, including without limitation Plaintiff, prior to making a conditional offer. Plaintiff is
6 informed and believes, and based thereon alleges, that Defendants violated applicable laws by,
7 without limitation: requiring job applicants and employees to disclose their conviction history before
8 Defendants made a conditional offer of employment; inquiring into or considering the conviction
9 history of applicants before Defendants made any conditional offers of employment; considering,
10 distributing, or disseminating information about arrests not followed by conviction, referrals to or
11 participation in a pretrial or posttrial diversion program, convictions that have been sealed,
12 dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the
13 convicted person has received a full pardon or has been issued a certificate of rehabilitation, while
14 conducting conviction history background checks in connection with any applications for
15 employment; intending to deny an applicant a position of employment solely or in part because of
16 the applicant's conviction history; and asking applicants for employment to disclose, through any
17 written form or verbally, information concerning or related to an arrest, detention, processing,
18 diversion, supervision, adjudication, or court disposition that occurred while the person was subject
19 to the process and jurisdiction of the juvenile court, to the detriment of Employee and other
20 aggrieved employees. As such, Plaintiff is informed and believes, and based thereon alleges, that
21 Plaintiff and other Aggrieved Employees personally suffered these violations, as well as violation
22 of Labor Code section 1198, and that Employer violated, without limitation, Labor Code sections
23 432.7 and 1198, as well as Government Code section 12952, entitling Plaintiff and other Aggrieved
24 Employees to damages. Plaintiff is further informed and believes, and based thereon alleges, that
25 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
26 Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8,
27 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
28 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

PARTIES

A. Plaintiff

36. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-exempt employee. Plaintiff is informed and believes that Plaintiff worked for Defendants from approximately September of 2022 through approximately April of 2024.

B. Defendants

37. Plaintiff is informed and believes and based thereon alleges that defendant LUTHRA is, and at all times relevant hereto was, a limited liability organized and existing under and by virtue of the laws of the State of California and doing business in the County of Los Angeles, State of California.

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

1 **JOINT LIABILITY ALLEGATIONS**

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

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

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

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

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

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

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

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

18 ///

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

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

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

28 **FIRST AND ONLY CAUSE OF ACTION**

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

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

4 Civil Penalties Under Labor Code § 210

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

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

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

26 Civil Penalties Under Labor Code § 226.3

27 48. Defendants had and have a policy or practice of failing to comply with Labor Code
28 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees

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

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

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

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

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

25 Violation of Labor Code § 558

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

1 penalty as follows:

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

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

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

21 Violation of Labor Code § 1174.5

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

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

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

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

15 Violation of Labor Code § 1197.1

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

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

27 (2) For each subsequent violation for the same specific offense, two hundred fifty
28 dollars (\$250) for each underpaid employee for each pay period for which the

1 employee is underpaid regardless of whether the initial violation is
2 intentionally committed. 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 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
6 Section 203, recovered pursuant to this section shall be paid to the affected
7 employee.”

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

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

22 Civil Penalties Under Labor Code § 2699

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

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

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

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

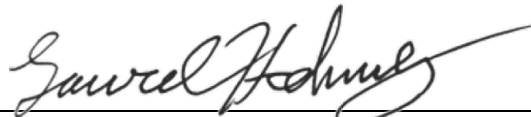
PRAYER

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

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

Dated: June 23, 2025

BIBIYAN LAW GROUP, P.C.

BY: 

MOLLY A. DESARIO

LAUREL N. HOLMES

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