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Attorneys for Plaintiff JIMMIE STOVALL,
as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

JIMMIE STOVALL, as an Aggrieved
Employee, and on behalf of all other
Aggrieved Employees under the Labor Code
Private Attorneys' General Act of 2004,

Plaintiff

v.

BLACKSTONE CONSULTING, INC., a
California Corporation; KAISER
FOUNDATION HOSPITALS, a California
Non-Profit Corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: **CVRI 2600499**

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 JIMMIE STOVALL (“Plaintiff”), as an Aggrieved Employee, and on behalf of all
2 other Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004, alleges
3 as follows:

4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Blackstone Consulting,
7 Inc., and any of its respective subsidiaries or affiliated companies within the State of California
8 (“BLACKSTONE” and Kaiser Foundation Hospitals (“KAISER” collectively, with
9 BLACKSTONE and DOES 1 through 100, as further defined below, “Defendants”) as a proxy of
10 the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of
11 Plaintiff and all Aggrieved Employees that worked for Defendants during the PAGA Period.
12 Specifically, in connection with any alleged claims for failure to comply with Labor Code sections
13 96, 201, 201.3, 202, 203, 204, 210, 212, 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 233,
14 234, 245, 246, 404, 432.3, 432.5, 432.7, 432.8, 510, 512, 551, 552, 558, 1102.5, 1174, 1174.5,
15 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 1527, 2800, 2802, 2810.5, 2699, 3366, 3457,
16 8397.4, Government Code section 12952, as well as applicable Wage Orders, Plaintiff seeks to
17 represent all current and former employees that worked for Defendants during the PAGA Period.
18 On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt current and
19 former employees that worked for Defendants during the PAGA Period. Collectively, these
20 employees are herein referred to as “Aggrieved Employees.” The “PAGA Period” refers to three
21 years preceding the date notice was submitted to the LWDA, continuing past the date of notice to
22 the LWDA into perpetuity.

23 **PARTIES**

24 2. Plaintiff JIMMIE STOVALL is a resident of the State of California. At all relevant
25 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 employed Plaintiff as a non-exempt employee. Plaintiff worked as a security guard with duties that
27 included, but were not limited to, securing and patrolling the premises, opening, and closing doors,
28 guarding the morgue, monitoring proper body termination, emergency room protection, patient

1 monitoring and checking badges. Plaintiff is informed and believes, and based thereon alleges, that
2 Plaintiff JIMMIE STOVALL worked for Defendants from approximately April of 2023 to
3 approximately November of 2024.

4 3. Plaintiff is informed, believes, and based thereon alleges that defendant
5 BLACKSTONE is, and at all times relevant hereto was, a corporation organized and existing under
6 and by virtue of the laws of the State of California and doing business in the County of Riverside,
7 State of California. At all relevant times herein, BLACKSTONE employed Plaintiff and Aggrieved
8 Employees within the State of California.

9 4. Plaintiff is informed, believes, and based thereon alleges that defendant KAISER is,
10 and at all times relevant hereto was, a non-profit corporation organized and existing under and by
11 virtue of the laws of the State of California and doing business in the County of Riverside, State of
12 California. At all relevant times herein, KAISER employed Plaintiff and Aggrieved Employees
13 within the State of California.

14 5. The true names and capacities, whether individual, corporate, associate, or otherwise,
15 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
16 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
17 Plaintiff is informed, believes, and based thereon alleges that each of the defendants designated
18 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
19 Plaintiff will seek leave of court to amend this complaint to reflect the true names and capacities of
20 the defendants designated hereinafter as DOES when such identities become known.

21 **JOINT LIABILITY ALLEGATIONS**

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

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

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

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

JURISDICTION

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

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

PAGA REPRESENTATIVE ALLEGATIONS

12. Plaintiff is an “Aggrieved Employee” under PAGA, as Plaintiff was employed by Defendants during the PAGA Period and suffered the Labor Code violations set forth herein, even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks to recover civil penalties under PAGA, plus reasonable attorneys’ fees and costs, for Plaintiff and all other Aggrieved Employees of Defendants during the PAGA Period.

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

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

15. Pursuant to Labor Code section 2699.3, on or around November 14, 2025, Plaintiff provided written notice of Defendants’ violation of various provisions of the Labor Code to the LWDA online and by certified mail, with return receipt requested, to Defendants (“PAGA Notice”).

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

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

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

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

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

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

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

22 **FACTUAL ALLEGATIONS**

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

27 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
28 and have a policy or practice of requiring Plaintiff and other Aggrieved Employees to work more

1 than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a
2 workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime
3 wages.

4 24. Upon information and belief, Defendants failed to accurately track and/or pay for all
5 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
6 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
7 including, without limitation, by failing to accurately track and/or pay for all minutes actually
8 worked; engaging, suffering, or permitting employees to work off the clock, including, without
9 limitation, by requiring employees: to come early to work and leave late work without being able to
10 clock in for all that time, to suffer under Defendants' control due to long lines for clocking in, to
11 complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for
12 meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or
13 safety equipment off the clock, to attend company meetings off the clock, to make phone calls or
14 drive off the clock, and/or go through security screenings and/or temperature checks off the clock;
15 failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay,
16 meal allowances, mask allowances, gift cards and other forms of remuneration into the regular rate
17 of pay for the pay periods where overtime was worked and the additional compensation was earned
18 for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time
19 entries, editing and/or manipulation of time entries to show less hours than actually worked, for
20 paying straight pay instead of overtime pay; failing to pay split shift premiums; and by attempting
21 but failing to properly implement an alternative workweek schedule ("AWS") (including, without
22 limitation, by failing to implement a written agreement designating the regularly scheduled
23 alternative workweek in which the specified number of work days and work hours are regularly
24 recurring; failing to adopt the AWS in a secret ballot election, before the performance of work, by
25 at least a two-thirds (2/3) vote of the affected employees in the work unit; failing to follow the
26 notice/disclosures procedures prior to any AWS election; and/or failing to register an AWS election
27 with the State of California, as required by Labor Code section 511 and applicable Wage Orders)
28 all to the detriment of Plaintiff and other Aggrieved Employees. In addition, Plaintiff and other

1 Aggrieved Employees were required to report to work, and did report, but were not put to work
2 and/or were furnished less than half their usual or scheduled day's work without being paid for half
3 the usual or scheduled work at their regular rate of pay.

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

14 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
15 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
16 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
17 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
18 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
19 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; not
20 providing timely meal periods; failing to provide first and second meal periods; providing short
21 meal periods; requiring employees carry cellular telephones or walkie-talkies during meal periods;
22 not permitting employees to leave the premises; requiring on-duty/on-call meal periods; and auto-
23 deducting meal periods that could not be auto-deducted by law or during which employees worked.
24 Plaintiff and other Aggrieved Employees personally suffered these violations. Consequently,
25 Plaintiff is informed and believes, and based thereon alleges, that Defendants violated Labor Code
26 sections 512 and 1198 each day for each Aggrieved Employee during the PAGA Period, and thus
27 each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each
28 day worked during the PAGA Period under Labor Code section 226.7. However, Plaintiff is

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

10 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
12 including, without limitation, work over four-hour periods (or major fractions thereof) without
13 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
14 and complete ten-minute rest periods in which the employees are completely relieved of all of their
15 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
16 rest periods by, without limitation, failing to provide rest periods all together; requiring that rest
17 periods be bundled and taken together and/or with meal periods; interrupting rest periods; requiring
18 Aggrieved Employees carry cellular telephones or walkie-talkies during rest periods; not providing
19 rest periods in a timely fashion; not permitting Aggrieved Employees to leave the premises during
20 rest periods; and otherwise requiring on-duty/on-call rest periods. Plaintiff and other Aggrieved
21 Employees personally suffered these violations. Consequently, Plaintiff is informed and believes,
22 and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each
23 Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed
24 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period
25 under Labor Code section 226.7. However, Plaintiff is informed and believes that those premium
26 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
27 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
28 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210

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

7 28. As a result of, among other things, Defendants' herein-described policy or practice
8 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
9 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
10 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
11 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
12 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
13 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
14 inclusive dates of the period for which the employee is paid; the name of the employee and only the
15 last four digits of their social security number or an employee identification number other than a
16 social security number; all deductions; all applicable hourly rates in effect during the pay period and
17 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
18 address of the employer, and other such information as required by Labor Code section 226,
19 subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized
20 wage statements that accurately reflect the hours worked by Plaintiff and other Aggrieved
21 Employees and the rates of pay at which they were or should have been paid (including due to failure
22 to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and
23 paid at each rate, as well. Consequently, Plaintiff is informed and believes, and based thereon
24 alleges, that Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved
25 Employee during the PAGA Period, and that, thus Plaintiff and each Aggrieved Employee
26 personally suffered these violations and was owed penalties under Labor Code section 226 for each
27 pay period worked during the PAGA Period. Plaintiff is informed and believes that those penalties
28 under Labor Code section 226 were not paid for these violations of Labor Code section 226.

1 Defendants would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558,
2 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
3 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
4 violations and was malicious, fraudulent, or oppressive. Thus, Defendants would further be liable
5 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

6 29. 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 failing to pay all overtime wages owed, including for failure to pay at overtime the proper rate of
10 pay; all minimum wages; all premium pay owed; and all paid sick leave, vacation pay and paid time
11 off, as set forth above, among other things. Consequently, Plaintiff is informed and believes, and
12 based thereon alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198 each
13 pay period for each Aggrieved Employee during the PAGA Period, and thus Plaintiff and each
14 Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code
15 section 203 for each pay period worked during the PAGA Period. However, Plaintiff is informed
16 and believes that those penalties under Labor Code section 203 were not made for these violations
17 of Labor Code sections 201, 202, and 203. Defendants would thus be liable for civil penalties
18 pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
19 and 2699(j). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
20 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
21 Defendants would further be liable for civil penalties pursuant to Labor Code section
22 2699(f)(2)(B)(ii).

23 30. Plaintiff is informed and believes, and based thereon alleges that Defendants also
24 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
25 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal
26 vehicles (*i.e.*, mileage and gas), purchasing uniforms, requiring uniform and other deposits,
27 separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for
28 the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of

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

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

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

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

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

25 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 maintain policies or practices of failing to permit Plaintiff and other Aggrieved Employees from
27 taking cooldown periods every day as required under California Code of Regulations, Title 8,
28 Section 3395; and premium pay in lieu thereof under Labor Code section 226.7. Defendants would

1 thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these
2 wages), 221, 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant rest
3 periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief
4 under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon
5 alleges, that Defendants conduct above gave rise to such violations and was malicious, fraudulent,
6 or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
7 2699(f)(2)(B)(ii).

8 35. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
9 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
10 statements and similar payroll documents under Labor Code section 226, documents signed to
11 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
12 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
13 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiff
14 and the Aggrieved Employees personally suffered these violations, which in turn would entitle
15 Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and
16 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558,
17 1174.5, and 2699. Plaintiff further informed and believes, and based thereon alleges, that
18 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
19 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
20 2699(f)(2)(B)(ii).

21 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
22 and has a policy or practice of failing to provide all working employees, including without limitation
23 Plaintiff, with suitable seats when the nature of the work reasonably permits the use of seats.
24 Plaintiff is further informed and believes, and based thereon alleges that
25 Defendants failed to place an adequate number of seats in reasonable proximity to the work area
26 and/or permitted Plaintiff and other Aggrieved Employees to use such seats when it does not
27 interfere with the performance of their duties when employees are not engaged in the active duties
28 of their employment and the nature of their work requires standing. Plaintiff and other Aggrieved

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

8 37. 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 using or
10 disclosing the skills, knowledge and experience they obtained at Defendants for purposes of
11 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
12 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
13 from disclosing who else works at Defendants and under what circumstances that they might be
14 receptive to an offer from a rival employer. As such, Plaintiff is informed and believes that this
15 violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof,
16 various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5,
17 subdivision (k), and 1198, and that Plaintiff and other Aggrieved Employees have personally
18 suffered these violations. Plaintiff is further informed and believes, and based thereon alleges, that
19 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
20 oppressive. Defendants would be liable for civil penalties pursuant to Labor Code sections 1198 and
21 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
22 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

23 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
24 and has a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing
25 violations of state and federal law, either within to their managers or outside to private attorneys or
26 government officials, among others, in violation of Labor Code section 1102.5. Plaintiff and other
27 Aggrieved Employees personally suffered these violations. In addition, Plaintiff is informed and
28 believes that these policies and/or practices prevent Plaintiff and other Aggrieved Employees from

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

9 39. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
10 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in
11 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
12 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
13 96(k), 98.6, 232, 232.5, 1197.5(k), and 1198. Plaintiff and other Aggrieved Employees personally
14 suffered these violations. Plaintiff is informed and believes that this lawful conduct includes, without
15 limitation, the exercise of Plaintiff and other Aggrieved Employee's constitutional rights of freedom
16 of speech and economic liberty and would thus expose Defendants to liability for civil penalties
17 pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
18 2699(k). Plaintiff further informed and believes, and based thereon alleges, that Defendants'
19 conduct above gave rise to such violations and 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 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
22 and has a practice or policy of relying on the salary history information of an applicant for
23 employment as a factor in determining whether to offer employment to an applicant or what salary
24 to offer the applicant in violation of Labor Code section 432.3 by including, on Defendants'
25 application for employment, an inquiry regarding current and/or former salary history information,
26 including, without limitation, compensation and benefits of the applicant for employment. Plaintiff
27 is informed and believes that this practice has resulted in unequal pay. As such, Plaintiff is informed
28 and believes, and based thereon alleges, that Defendants violated, without limitation, Labor Code

1 sections 432.3, 1102.5, 1197.5, and 1198. Plaintiff also alleges that Defendants and other Aggrieved
2 Employees personally suffered these violations, and that Plaintiff and other Aggrieved Employees
3 are entitled to damages. Plaintiff is further informed and believes, and based thereon alleges, that
4 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
5 oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections
6 432.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
7 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

8 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
9 and have a practice or policy of requiring Plaintiff to agree in writing to confidentiality policies that
10 unlawfully restrain trade by prohibiting Plaintiff from speaking with prospective employers about
11 their work with Defendants, including but not limited to their wages and working conditions.
12 Defendants also required Plaintiff to inform prospective employers of Defendants' restrictions of
13 Plaintiff's freedom to work. This is a violation of Labor Code section 432.5 As such, Plaintiff is
14 informed and believes, and based thereon alleges, that Defendants violated, without limitation,
15 Labor Code section 432.5 entitling Plaintiff and other Aggrieved Employees to damages.
16 Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.5 and 2699.

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

1 believes, and based thereon alleges, that Plaintiff and other Aggrieved Employees are entitled to
2 relief under, without limitation, Labor Code sections 212, 213, 226.7, and 510 subsection (a).
3 Defendants would thus be liable for civil penalties pursuant to Labor Code sections 558, 1197.1,
4 and 2699.

5 43. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
6 have or had a policy or practice of failing to reimburse deposits made, including uniform deposits
7 together with all interest owed at the separation of employment in violation of Labor Code section
8 404, entitling Plaintiff and other Aggrieved Employees to damages in the amount of the deposit and
9 accrued interest. Defendants would also be liable for civil penalties under Labor Code sections 558
10 and 2699.

11 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 violated Labor Code sections 1527, 3366, 3457 and 8397.4 by failing to provide adequate and
13 readily accessible sanitation facilities; a regular schedule for servicing, cleaning, and supplying each
14 facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply
15 of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets
16 to be used by each sex of employee.

17 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
18 and have a practice or policy of conducting unlawful background checks on prospective and current
19 employees prior to making a conditional offer. Plaintiff is informed and believes, and based thereon
20 alleges, that Defendants violated applicable laws by, without limitation: requiring job applicants and
21 employees to disclose their conviction history before Defendants made a conditional offer of
22 employment; inquiring into or considering the conviction history of applicants before Defendants
23 made any conditional offers of employment; considering, distributing, or disseminating information
24 about arrests not followed by conviction, referrals to or participation in a pretrial or posttrial
25 diversion program, convictions that have been sealed, dismissed, expunged, or statutorily eradicated
26 pursuant to law, or any conviction for which the convicted person has received a full pardon or has
27 been issued a certificate of rehabilitation, while conducting conviction history background checks
28 in connection with any applications for employment; intending to deny an applicant a position of

1 employment solely or in part because of the applicant's conviction history; and asking applicants
2 for employment to disclose, through any written form or verbally, information concerning or related
3 to an arrest, detention, processing, diversion, supervision, adjudication, or court disposition that
4 occurred while the person was subject to the process and jurisdiction of the juvenile court, to the
5 detriment of Plaintiff and other aggrieved employees. As such, Plaintiff is informed and believes,
6 and based thereon alleges, that Defendants violated, without limitation, Labor Code section 432.7
7 and Government Code section 12952, entitling Plaintiff and other Aggrieved Employees to
8 damages. Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.7,
9 432.8, and 2699.

10 46. Plaintiff is further informed and believes, and based thereon alleges that Defendants
11 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor
12 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
13 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
14 applicable to their employment; any allowances claimed as part of the minimum wage; the regular
15 payday designated by Defendants; the name of the employer, including any "doing business as"
16 names used by the employer; the physical address of the employer's main office and the telephone
17 number of the employer; the name, address and telephone number of the workers' compensation
18 insurance carrier; information regarding paid sick leave; and other pertinent information required to
19 be disclosed by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that
20 Defendants' failure to provide such information, including rates of pay that are in effect, has
21 permitted Defendants to pay employees at rates of pay that were not agreed upon and violate
22 minimum wage and overtime wage laws in California. Plaintiff is informed and believes that
23 Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and other Aggrieved
24 Employees personally suffered these violations. Plaintiff is further informed and believes, and based
25 thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious,
26 fraudulent, or oppressive. Among other relief, employees may collect from Defendants in
27 connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and
28

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

47. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and have a policy of failing to provide all temporary workers with owed wages weekly by not later than the regular payday of the following week. Plaintiff is informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198. As a result, pursuant to Labor Code section 201.3, Defendants would be liable for civil penalties pursuant to Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

48. 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.

FIRST AND ONLY CAUSE OF ACTION

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

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

Civil Penalties Under Labor Code § 210

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

51. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3,

1 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
2 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
3 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
4 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

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

14 Civil Penalties Under Labor Code § 226.3

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

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

22 55. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
23 and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
24 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements
25 that accurately reflect gross wages earned; total hours worked; net wages earned; the name and
26 address of each employer with whom they have been placed to work; all applicable hourly rates in
27 effect during the pay period and the corresponding number of hours worked at each hourly rate; the
28 legal name of the employer; and other such information as required by Labor Code section 226,

1 subdivision (a).

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

7 Violation of Labor Code § 558

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

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

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

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

19 58. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
20 each of them, violated, or caused to be violated, the Labor Code sections and Wage Orders
21 regulating wages, hours and days of work described herein, including but not limited to Labor Code
22 sections 201-204, 223, 226.7, 510, 511, 512, 551, 552, 1182.12, 1194, 1197, 1198, and 2802.

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

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Violation of Labor Code § 1174.5

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

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

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

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

64. Plaintiff is informed and believes, and based thereon alleges, that Defendants have willfully failed to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment

1 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
2 under Labor Code section 1174.

3 65. As a direct and proximate result of the herein-described Labor Code violations,
4 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
5 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
6 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

7 Violation of Labor Code § 1197.1

8 66. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
9 person acting either individually or as an officer, agent, or employee of another person, who pays
10 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
11 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
12 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
13 Section 203 as follows:

14 (1) For any initial violation that is intentionally committed, one hundred dollars
15 (\$100) for each underpaid employee for each pay period for which the
16 employee is underpaid. This amount shall be in addition to an amount
17 sufficient to recover underpaid wages, liquidated damages pursuant to Section
18 1194.2, and any applicable penalties imposed pursuant to Section 203.

19 (2) For each subsequent violation for the same specific offense, two hundred fifty
20 dollars (\$250) for each underpaid employee for each pay period for which the
21 employee is underpaid regardless of whether the initial violation is
22 intentionally committed. This amount shall be in addition to an amount
23 sufficient to recover underpaid wages, liquidated damages pursuant to Section
24 1194.2, and any applicable penalties imposed pursuant to Section 203.

25 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
26 Section 203, recovered pursuant to this section shall be paid to the affected
27 employee."

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1 67. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
2 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants
3 routinely failing to accurately track and/or pay for all minutes actually worked by Plaintiff and
4 Aggrieved Employees at the proper rates of pay, as described above.

5 68. As a direct and proximate result of the herein-described Labor Code violations,
6 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
7 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of one
8 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
9 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
10 subsequent violation.

11 Civil Penalties Under Labor Code § 2699

12 69. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
13 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
14 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
15 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
16 action brought by an Aggrieved Employee on behalf of himself or herself and other current or former
17 employees pursuant to the procedures specified in Labor Code section 2699.3.

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

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

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

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1 **PRAYER**

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

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

12 Dated: January 19, 2026

BIBIYAN LAW GROUP, P.C.

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14 BY: /s/ Calyn Hadlock

MOLLY DESARIO

CALYN HADLOCK

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16 Attorneys for Plaintiff JIMMIE STOVALL and
on behalf of all other Aggrieved Employees
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