

BIBIYAN LAW GROUP, P.C.

Bevin Pike (SBN 221936)

bpike@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff JIMMY ESQUIVEL,
as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

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

Plaintiff

v.

O'REILLY AUTO ENTERPRISES, LLC, a
Delaware limited liability company, and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: **CVRI 2605685**

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 JIMMY ESQUIVEL (“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 O’Reilly Auto
7 Enterprises, LLC, a Delaware limited liability company, and any of its respective subsidiaries or
8 affiliated companies within the State of California (“O’Reilly”), (hereinafter, O’Reilly collectively,
9 with DOES 1 through 100, as further defined below, “Defendants”) as a proxy of the Labor and
10 Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and
11 all Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically, in
12 connection with any alleged claims for failure to comply with Labor Code sections 200, 202, 204,
13 210, 226, 226.3, 432.3, 1198, 1198.5 and applicable Wage Orders, Plaintiff seeks to represent all
14 current and former employees that worked for Defendants during the PAGA Period. On all other
15 claims mentioned herein, Plaintiff seeks to represent only non-exempt current and former employees
16 that worked for Defendants during the PAGA Period. Collectively, these employees are herein
17 referred to as “Aggrieved Employees.” The “PAGA Period” refers to one year preceding the date
18 notice was submitted to the LWDA, continuing past the date of notice to the LWDA until judgement
19 is entered.

20 **PARTIES**

21 2. Plaintiff JIMMY ESQUIVEL is a resident of the State of California. At all relevant
22 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employ
23 Plaintiff as a non-exempt employee. Plaintiff has worked as both an inbound materials handler and
24 a delivery driver with duties that include, but are not limited to, performing proper handling of
25 incoming products to ensure accurate and available inventory by unloading merchandise, receiving
26 and stocking products, and researching discrepancies. Plaintiff is informed and believes, and based
27 thereon alleges, that Plaintiff JIMMY ESQUIVEL has worked for Defendants from approximately
28 November of 2022 through the present.

1 3. Plaintiff is informed and believes and based thereon alleges that defendant O'Reilly
2 is, and at all times relevant hereto was, a limited liability company organized and existing under and
3 by virtue of the laws of the State of Delaware and doing business in the County of Riverside, State
4 of California. At all relevant times herein, O'Reilly employed Plaintiff and Aggrieved Employees
5 within the State of California.

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

13 **JOINT LIABILITY ALLEGATIONS**

14 5. Plaintiff is informed and believes, and based thereon alleges, that each defendant
15 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
16 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are
17 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
18 to "Defendants," it shall include O'Reilly, and any of their parent, subsidiary, or affiliated
19 companies within the State of California, as well as DOES 1 through 100 identified herein.

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

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

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

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

8 **JURISDICTION**

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

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

20 **PAGA REPRESENTATIVE ALLEGATIONS**

21 11. Plaintiff is an “Aggrieved Employee” under PAGA, as Plaintiff was employed by
22 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein.
23 Accordingly, Plaintiff seeks to recover civil penalties under PAGA, plus reasonable attorneys’ fees
24 and costs, for Plaintiff and all other Aggrieved Employees of Defendants during the PAGA Period.

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

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

5 14. Pursuant to Labor Code section 2699.3, on or around June 4, 2026, Plaintiff provided
6 written notice of Defendants' violation of various provisions of the Labor Code to the LWDA online
7 and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

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

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

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

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

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

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

FACTUAL ALLEGATIONS

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

22. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime wages.

23. Upon information and belief, Defendants failed to accurately track and/or pay for all minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay. Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock, including, without limitation, by requiring Plaintiff and Aggrieved Employees to complete post-shift tasks after clocking out, such as putting away clipboards; suffer under Defendants' control by waiting in long lines to clock in due to the fact that multiple employees clock in at once, which involves scanning their employee badge; and attend company meetings off the clock to discuss work related issues with Human Resources.

1 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
3 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
4 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
5 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiff is further
6 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
7 violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
8 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
9 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
10 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii). Plaintiff is informed
11 and believes, and based thereon alleges, that Defendants, and each of them, had and have a policy
12 or practice of compelling Plaintiff and other Aggrieved Employees during the PAGA Period to work
13 every day in excess of five (5) and ten (10) hours per day, without being afforded uninterrupted,
14 timely, and complete 30-minute meal periods or compensation in lieu thereof. By way of example,
15 Defendants regularly denied Plaintiff and Aggrieved Employees lawful meal periods by, without
16 limitation, interrupting meal periods; failing to provide meal periods all together; requiring that
17 employees carry radios during meal periods; and/or auto-deducting meal periods that could not be
18 auto-deducted by law or during which employees worked. For example, while working as a delivery
19 driver, Plaintiff must eat his lunch while driving, but Defendants deducts a perfect thirty-minute
20 meal period that begins at the beginning of the fourth hour, approximately 1:00 p.m., and lasts
21 exactly thirty minutes. Additionally, Plaintiff is required to carry a radio during his meal periods,
22 and his meal periods are interrupted in order to discuss work related items such as transfers and
23 paperwork.

24 25. Plaintiff and other Aggrieved Employees personally suffered these violations.
25 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 violated Labor Code sections 512 and 1198 each day for each Aggrieved Employee during the
27 PAGA Period, and thus each Aggrieved Employee was owed one hour of premium pay at their
28 regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7.

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

10 26. 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, interrupting rest periods; not allowing employees to leave the
17 premises during breaks; by failing to provide rest periods all together; failing to provide rest periods
18 that were at least ten minutes in length, including rest periods that may have encompassed a total of
19 ten minutes but were in practice less than ten uninterrupted minutes due to, without limitation,
20 walking time to get back to the work station; requiring Plaintiff carry radios during rest periods; and
21 otherwise requiring on-duty/on-call rest periods. For example, Plaintiff often has to skip his first
22 rest break in order to drive to his first location on time. He also has to cut his rest breaks short in
23 order to walk back to his workstation when he's at the warehouse, and is required to monitor his
24 radio. Additionally, Plaintiff is required to take his third rest break while he is filling up his van with
25 gas and completing paperwork regarding his mileage. Plaintiff and other Aggrieved Employees
26 personally suffered these violations. Consequently, Plaintiff is informed and believes, and based
27 thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each Aggrieved
28 Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour

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

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

1 226, and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus
2 Plaintiff and each Aggrieved Employee personally suffered these violations and was owed penalties
3 under Labor Code section 226 for each pay period worked during the PAGA Period. Plaintiff is
4 informed and believes that those penalties under Labor Code section 226 were not paid for these
5 violations of Labor Code section 226. Defendants would thus be liable for civil penalties pursuant
6 to Labor Code sections 226.3, 558, 1198, and 2699, or injunctive relief under sections 2699(e)(1)
7 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
8 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Thus,
9 Defendants would further be liable for civil penalties pursuant to Labor Code section
10 2699(f)(2)(B)(ii).

11 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
12 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
13 compensation to terminated or resigned employees, including but not limited to, failing to pay all
14 overtime wages owed, including for failure to pay at overtime the proper rate of pay; all minimum
15 wages; and all premium pay owed; as set forth above, among other things. Consequently, Plaintiff
16 is informed and believes, and based thereon alleges, that Defendants violated Labor Code sections
17 201, 202 203, and 1198 each pay period for each Aggrieved Employee during the PAGA Period,
18 and thus each Aggrieved Employee personally suffered these violations and was owed penalties
19 under Labor Code section 203 for each pay period worked during the PAGA Period. However,
20 Plaintiff is informed and believes that those penalties under Labor Code section 203 were not made
21 for these violations of Labor Code sections 201, 202, and 203. Defendants would thus be liable for
22 civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under
23 sections 2699(e)(1) and 2699(j). Plaintiff is further informed and believes, and based thereon
24 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
25 or oppressive. As such, Defendants would further be liable for civil penalties pursuant to Labor
26 Code section 2699(f)(2)(B)(ii).

27 29. Plaintiff is informed and believes, and based thereon alleges that Defendants also
28 failed and refused, and continue to fail and refuse, to reimburse employees, including, without

1 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for their costs incurred
2 for purchasing uniforms, separately laundering mandatory uniforms, the purchase of tools and safety
3 equipment such as clipboards, pens, and steel toed boots, in direct consequence of the discharge of
4 their duties, or of their obedience to the directions of Defendants, as required by Labor Code sections
5 1198, 2800, 2802, and other statutory and common law offenses. As a result, Plaintiff and other
6 Aggrieved Employees have personally suffered these violations and Defendants are liable to
7 reimburse Plaintiff and other Aggrieved Employees for these costs incurred in furtherance of work
8 duties. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 558,
9 1198 and 2699, 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 and was malicious, fraudulent, or oppressive. As such, Defendants would further be liable
12 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 30. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
14 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
15 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
16 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
17 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
18 any calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
19 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
20 and other Aggrieved Employees all wages owed every day and every workweek in accordance with
21 Labor Code sections 204 and 1198. Plaintiff is informed and believes, and based thereon alleges,
22 that Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees
23 have personally suffered these violations. As such, Defendants would be liable for civil penalties
24 pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections
25 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that
26 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
27 oppressive. Therefore, Defendants would further be liable for civil penalties pursuant to Labor Code
28 section 2699(f)(2)(B)(ii).

1 31. Plaintiff is informed and believes, and based thereon alleges, as follows: Defendants
2 knew or should have known it imposed systematic quota and production demands on Plaintiff and
3 other Aggrieved Employees which violated the rights of Plaintiff and Aggrieved Employees under
4 Labor Code sections 2100, *et seq.* Specifically, Plaintiff is informed and believes, and based thereon
5 alleges, that Defendants had a duty to ensure its production demands/quotas did not prevent Plaintiff
6 and Aggrieved Employees from complying with laws pertaining to meal periods, rest periods,
7 bathroom breaks (including, without limitation, reasonable travel time to and from bathroom
8 facilities), and/or exposing them to safety or Occupational Safety and Health Administration
9 (“OSHA”) hazards. Defendants, or some of them, constitute a “covered employer” and its
10 warehouse employees are “covered employees.” Defendants, or some of them, implement quotas
11 as defined in Labor Code section 2100, subdivision (h) and subjects Plaintiff and Aggrieved
12 Employees to adverse employment actions as defined in Labor Code section 2102. Furthermore,
13 Defendants, or some of them, willfully, knowingly and intentionally established quotas that harmed
14 Plaintiff and Aggrieved Employees all to increase Defendants’ profits without concern for employee
15 safety. Defendants, in fact, tracked meals, rest, and recovery periods, that were not provided and
16 did nothing to change its policies and practices. Defendants also restricted and monitored the use
17 of bathroom facilities and charged the time Plaintiff and Aggrieved Employees used the bathroom
18 against their quota. In other words, Plaintiff and Aggrieved Employees who did not wait to use the
19 restroom during meal or rest periods or before or after their shift, were penalized for not meeting
20 the quota either through reprimands, warnings, and termination. Defendants maintained a point
21 system designed to prevent Plaintiff and Aggrieved Employees from complying with California law
22 as alleged in this Notice and systematically used to punish Plaintiff and Aggrieved Employees.
23 Furthermore, Defendants prevented compliance with California’s meal and rest break laws and
24 failed to consider meal and rest breaks as productive time when Plaintiff and Aggrieved Employees
25 were required to remain on call in violation of Labor Code section 2103, subdivision (b). Plaintiff
26 and Aggrieved Employees were not permitted to take compliant meal breaks, rest breaks, and/or
27 rest and recovery periods when requested, due to Defendants’ unlawful policy and practice to favor
28 production goals over the rights of Plaintiff and Aggrieved Employees. Consequently, Plaintiff and

1 other Aggrieved Employees were not provided with meal periods (or second meal periods); and/or
2 authorized or permitted to take rest periods (including second or third rest periods); and/or recovery
3 periods; and Defendants' policies prevented Aggrieved Employees from taking these meal, rest
4 and/or recovery periods as required by California law. Furthermore, Defendants did not provide to
5 Plaintiff and Aggrieved Employees a written description of each quota that was applicable to
6 Plaintiff and Aggrieved Employees; maintained secret (undisclosed) quotas; and failed to provide
7 written disclosures each and every time quotas changed either seasonally, daily, hourly, weekly
8 and/or monthly. This includes the number of tasks to be performed or materials that must be
9 produced or handled within a time period, and any potential adverse employment action that could
10 result from failing to meet the quota. This information has not been given by Defendants to Plaintiff
11 and Aggrieved Employees, including when hired, commencing on January 1, 2022 to the present.
12 Additionally, Defendants changed the "quota" regularly without notice, as often as per pay period.
13 Defendants were also required to provide a new written quota disclosure each and every time the
14 quota changed and failed to do so since the Notice was provided. Defendants failed to produce
15 Plaintiff's written quota disclosure upon written request pursuant to Labor Code sections 2100
16 through 2112, and failed to provide written disclosures to Plaintiff and Aggrieved Employees,
17 including new hires, since January 1, 2022, as well as to current employees each time the quota
18 changed. Defendants had and has a policy and practice of taking adverse employment action against
19 Plaintiff and Aggrieved Employees for failing to meet a quota that does not allow Plaintiff and
20 Aggrieved Employees to comply with meal and rest periods, or occupational health and safety laws
21 in the Labor Code or Division Standards, or for failure to meet a quota that has not been disclosed
22 to Plaintiff and Aggrieved Employees pursuant to Labor Code section 2101. Plaintiff thus violated
23 Labor Code sections 2100 through 2112. Plaintiff and the Aggrieved Employees personally suffered
24 these violations, which in turn would entitle Plaintiff and other Aggrieved Employees to penalties
25 prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for civil
26 penalties pursuant to Labor Code sections 558, 1174.5, 1695.55, 1198 and 2699. Plaintiff further
27 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
28 violations and was malicious, fraudulent, or oppressive, particularly given, among other reasons,

1 Defendants have been sued for these violations in the past. Thus, Defendants would further be liable
2 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

3 32. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
4 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
5 statements and similar payroll documents under Labor Code section 226, documents signed to
6 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
7 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
8 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Defendants
9 also failed to provide these documents to Plaintiff and other Aggrieved Employees upon request
10 April 10, 2026 in violation of these Labor Code sections. Plaintiff and the Aggrieved Employees
11 personally suffered these violations, which in turn would entitle Plaintiff and other Aggrieved
12 Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants would also
13 be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699. Plaintiff further
14 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
15 violations and was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
16 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

17 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 required or require the execution of a release of claim or right on account of wages due, or to become
19 due, or made as an advance on wages to be earned, including, without limitation, as a condition of
20 being paid, to execute a statement of the hours worked during a pay period in which Defendants
21 knew to be false. As such, Plaintiff is informed and believe, and based thereon alleges that
22 Defendants violated Labor Code sections 206.5 and 1198, and that Plaintiff and other Aggrieved
23 Employees have personally suffered these violations. Plaintiff is further informed and believes, and
24 based thereon alleges, that Defendants' conduct above gave rise to such violations and was
25 malicious, fraudulent, or oppressive. Defendants would be liable for civil penalties pursuant to
26 Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
27 Defendants would further be liable for civil penalties pursuant to Labor Code section
28 2699(f)(2)(B)(ii).

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

21 35. 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. Specifically, for this reason,
28 as well as for other reasons, Plaintiff is informed and believes, and based thereon alleges, that

1 Defendants failed to pay its employees at wage rates less than those paid to employees of the
2 opposite sex and/or another race or ethnicity for substantially similar work, when viewed as a
3 composite of skill, effort, and responsibility, and/or performed under similar working conditions
4 without sufficient legal rationale. Finally, Plaintiff is informed and believes, and based thereon
5 alleges, that Defendants discharged and/or discriminated and/or retaliated against Plaintiff and
6 Aggrieved Employees by reason of an action taken by them to invoke or assist in the enforcement
7 of Labor Code section 1197.5. As such, Plaintiff is informed and believes, and based thereon
8 alleges, that Defendants violated, without limitation, Labor Code sections 432.3, 1102.5, 1197.5,
9 and 1198. Plaintiff also alleges that Defendants and other Aggrieved Employees personally suffered
10 these violations, and that Plaintiff and other Aggrieved Employees are entitled to damages. Plaintiff
11 is further informed and believes, and based thereon alleges, that Defendants' conduct above gave
12 rise to such violations and was malicious, fraudulent, or oppressive. Defendants would also be liable
13 for civil penalties pursuant to Labor Code sections 432.3, 1198 and 2699, or injunctive relief under
14 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
15 Labor Code section 2699(f)(2)(B)(ii).

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

20 **FIRST AND ONLY CAUSE OF ACTION**

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

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

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

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

1 between the 1st and 10th day of the following month.”

2 39. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
3 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
4 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
5 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
6 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
7 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
8 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

9 40. At all relevant times herein, Defendants have had a consistent policy or practice of
10 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
11 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
12 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
13 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
14 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
15 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
16 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
17 violation in connection with each payment that was made in violation of Labor Code section 204.

18 Civil Penalties Under Labor Code § 226.3

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

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

26 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
27 and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
28 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements

1 that accurately reflect gross wages earned; total hours worked; net wages earned; the name and
2 address of each employer with whom they have been placed to work; all applicable hourly rates in
3 effect during the pay period and the corresponding number of hours worked at each hourly rate; the
4 legal name of the employer; and other such information as required by Labor Code section 226,
5 subdivision (a)

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

11 Violation of Labor Code § 558

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

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

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

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

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

27 47. As a direct and proximate result of the herein-described Labor Code violations,
28 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover

1 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
2 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
3 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

4 Violation of Labor Code § 1174.5

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

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

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

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

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

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

Violation of Labor Code § 1197.1

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

- (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
- (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
- (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to

1 Section 203, recovered pursuant to this section shall be paid to the affected
2 employee.”

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

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

13 Civil Penalties Under Labor Code § 2699

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

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

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

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

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: August 31, 2026

BIBIYAN LAW GROUP, P.C.

13
14 BY: /s/ Bevin Pike

15 BEVIN PIKE

16 Attorneys for Plaintiff JIMMY ESQUIVEL
17 and on behalf of all other Aggrieved
18 Employees
19
20
21
22
23
24
25
26
27
28