

BIBIYAN LAW GROUP, P.C.

Molly DeSario (SBN 230763)

mdesario@tomorrowlaw.com

Bryce C. Bommer (SBN 313846)

bbommer@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

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

Electronically FILED by
Superior Court of California,
County of Los Angeles
3/06/2026 7:16 PM
David W. Slayton,
Executive Officer/Clerk of Court
By A. Munoz, Deputy Clerk

Attorneys for Plaintiff STEVEN LEE IRVING,
as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

Plaintiff

v.

EMPOWER RF SYSTEMS, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: **26STCV07391**

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 STEVEN LEE IRVING (“Plaintiff”), as an Aggrieved Employee, and on behalf of
2 all other Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004,
3 alleges 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 EMPOWER RF
7 SYSTEMS, INC., a Delaware corporation, and any of its respective subsidiaries or affiliated
8 companies within the State of California (“EMPOWER RF”) (hereinafter, Empower RF,
9 collectively, with DOES 1 through 100, as further defined below, “Defendants”) as a proxy of the
10 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
13 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 227.3, 233, 234, 245, 246, 432, 432.5, 510,
14 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 2800, 2802, 2699,
15 among others, California Code of Regulations, Title 8, sections 3395 and 3396, Business and
16 Professions Code sections 16600 and 16700, Government Code section 12952, as well as applicable
17 Wage Orders, Plaintiff seeks to represent all current and former employees that worked for
18 Defendants during the PAGA Period. On all other claims mentioned herein, Plaintiff seeks to
19 represent only non-exempt current and former employees that worked for Defendants during the
20 PAGA Period. Collectively, these employees are herein referred to as “Aggrieved Employees.” The
21 “PAGA Period” refers to three years preceding the date notice was submitted to the LWDA,
22 continuing past the date of notice to the LWDA into perpetuity.

23 **PARTIES**

24 2. Plaintiff STEVEN LEE IRVING is a resident of the State of California. At all
25 relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 employed Plaintiff as a non-exempt employee with duties that included, but were not limited to,
27 assembling heating tanks. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff
28 STEVEN LEE IRVING worked for Defendants from approximately February of 2024 through the

1 present.

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

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

14 **JOINT LIABILITY ALLEGATIONS**

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

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

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

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

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

9 **JURISDICTION**

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

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

21 **PAGA REPRESENTATIVE ALLEGATIONS**

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

27 12. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
28 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*

1 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
2 PAGA allegations described herein is not required.

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

7 14. Pursuant to Labor Code section 2699.3, on or around January 23, 2025, Plaintiff
8 provided written notice of Defendants' violation of various provisions of the Labor Code to the
9 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

10 15. Pursuant to Labor Code section 2699.3, on or around March 5, 2025, Plaintiff
11 provided an amended written notice of Defendants' violation of various provisions of the Labor
12 Code to the LWDA online and by certified mail, with return receipt requested, to Defendants
13 ("Amended PAGA Notice").

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

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

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

26 19. In the event that Defendants, or either of them, is/are determined to have, prior to
27 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
28 and/or Plaintiff's counsel, adequately taken all reasonable steps to be in compliance with all

1 provisions identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to
2 section 2699(g)(1)-(3).

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

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

17 **FACTUAL ALLEGATIONS**

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

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

27 24. Upon information and belief, Defendants failed to accurately track and/or pay for all
28 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.

1 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
2 including, without limitation, by requiring Plaintiff and Aggrieved Employees to to don and doff
3 uniforms and/or safety equipment off the clock; to attend company meetings off the clock; to make
4 or receive phone calls off the clock.

5 25. In addition, Defendants failed to include all forms of remuneration into the regular
6 rate of pay during pay periods where overtime was worked. Moreover, upon information and belief,
7 Defendants detrimentally edited and/or manipulated time entries so the hours recorded were less
8 than the hours actually worked.

9 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
11 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
12 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
13 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiff is 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 also be liable for civil
16 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
17 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
18 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

19 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
20 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
21 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
22 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
23 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
24 Aggrieved Employees lawful meal periods by, without limitation, without limitation failure to
25 provide a suitable break area; by interrupting meal periods; not providing timely meal periods;
26 failing to provide first and second meal periods; providing short meal periods, including without,
27 limitation meal periods that were recorded for less than thirty minutes, and meal periods that may
28 appear on the record to be thirty minutes or longer but in practice were shorter than thirty minutes

1 due to walking time; time spent having to wait in line to clock back in; having to don and doff safety
2 gear and/or uniforms; having to retrieve and store personal belongings during the meal period;
3 requiring that employees carry cellular telephones or walkie-talkies during meal periods; not
4 permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and
5 auto-deducting meal periods that could not be auto-deducted by law or during which employees
6 worked. Plaintiff and other Aggrieved Employees personally suffered these violations.
7 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 violated Labor Code sections 512 and 1198 each day for each Aggrieved Employee during the
9 PAGA Period, and thus each Aggrieved Employee was owed one hour of premium pay at their
10 regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7.
11 However, Plaintiff is informed and believes that those premium payments under Labor Code section
12 226.7 were not made for these non-compliant meal periods, either at all or at the proper regular rate
13 of pay. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210 (for
14 failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of
15 compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or
16 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
17 and based thereon alleges, that Defendants' conduct that gave rise to such violations and was
18 malicious, fraudulent, or oppressive. As such, Defendants are further liable for civil penalties
19 pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

1 a total of ten minutes but were in practice less than ten uninterrupted minutes due to, without
2 limitation, due to walking time; time spent having to don and doff safety gear and/or uniforms during
3 the rest period; having to retrieve and store personal belongings during the rest period; requiring
4 that they be bundled together and/or with meal periods; interrupting them; requiring that employees
5 carry cellular telephones or walkie-talkies during rest periods; not providing rest periods in a timely
6 fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-
7 call rest periods. Plaintiff and other Aggrieved Employees personally suffered these violations.
8 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 violated the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA
10 Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular
11 rate of pay for each day worked during the PAGA Period under Labor Code section 226.7.
12 However, Plaintiff is informed and believes that those premium payments under Labor Code section
13 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular
14 rate of pay, in violation of Labor Code sections 226.7 and 1198. Defendants would thus be liable
15 for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558,
16 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to
17 provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1)
18 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
19 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
20 Defendants are further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 29. As a result of, among other things, Defendants' herein-described policy or practice
22 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
23 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
24 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
25 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
26 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
27 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
28 inclusive dates of the period for which the employee is paid; the name of the employee and only the

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

20 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
21 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
22 compensation to terminated or resigned employees, including but not limited to, failing to pay all
23 overtime wages owed, including for failure to pay at overtime the proper rate of pay; all minimum
24 wages; all premium pay owed; and all paid sick leave, vacation pay and paid time off, as set forth
25 above, among other things. Consequently, Plaintiff is informed and believes, and based thereon
26 alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198 each pay period for
27 each Aggrieved Employee during the PAGA Period. Every terminated or resigned Aggrieved
28 Employee personally suffered these violations and is owed penalties under Labor Code section 203

1 for each pay period worked during the PAGA Period. However, Plaintiff is informed and believes
2 that those penalties under Labor Code section 203 were not made for these violations of Labor Code
3 sections 201, 202, and 203. Defendants would thus be liable for civil penalties pursuant to Labor
4 Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j).
5 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above
6 gave rise to such violations and was malicious, fraudulent, or oppressive. As such, Defendants
7 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

8 31. Plaintiff is informed and believes, and based thereon alleges that Defendants also
9 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
10 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for the purchase of
11 tools and safety equipment, and for the purchase and maintenance of cellular phones and cellular
12 phone plans, in direct consequence of the discharge of their duties, or of their obedience to the
13 directions of Defendants, as required by Labor Code sections 1198, 2800, 2802, and other statutory
14 and common law offenses. As a result, Plaintiff and other Aggrieved Employees have personally
15 suffered these violations and Defendants are liable to reimburse Plaintiff and other Aggrieved
16 Employees for these costs incurred in furtherance of work duties. Defendants would thus be liable
17 for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under
18 sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon
19 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
20 or oppressive. As such, Defendants would further be liable for civil penalties pursuant to Labor
21 Code section 2699(f)(2)(B)(ii).

22 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
23 and have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid
24 time off and vacation time owed upon separation of employment as wages at their final rate of pay
25 in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Plaintiff and other
26 Aggrieved Employees have personally suffered these violations and Defendants would be liable for
27 civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and
28 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and

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

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

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

1 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
2 without retaliation. Plaintiff is additionally informed and believes that the notice requirement of
3 Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace
4 injury reporting. Plaintiff is thus informed and believes that Defendants violated these Labor Code
5 sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees
6 have personally suffered violations under these sections and Defendants would be liable for civil
7 penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699,
8 as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.
9 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above
10 gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would further
11 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

12 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 maintain policies or practices of failing to permit Plaintiff and other Aggrieved Employees from
14 taking cooldown periods every day as required under California Code of Regulations, Title 8,
15 Section 3395; and premium pay in lieu thereof under Labor Code section 226.7. Defendants would
16 thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these
17 wages), 221, 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant rest
18 periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief
19 under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon
20 alleges, that Defendants conduct above gave rise to such violations and was malicious, fraudulent,
21 or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
22 2699(f)(2)(B)(ii).

23 36. Further, the facilities where Defendants required Aggrieved Employees to work were
24 intolerably hot, and Plaintiff and upon information and belief the Aggrieved Employees were
25 concerned that they would suffer from heat-related injuries during their work shifts. Defendants'
26 management would not permit doors to be opened for security reasons and provided only a few fans
27 which only circulated hot air. Employees were not provided with sufficiently hygienic water or
28 hydration choices and were either limited in their ability to bring their own water through security

1 screening or were required to store it in a communal refrigerator to keep it cold, where water or any
2 other food items left were often taken by other employees. By failing to maintain temperatures
3 providing reasonable comfort levels consistent with industry-wide standards for the nature and
4 process of the work performed, Defendants violated paragraph 15 of the applicable IWC Wage
5 Orders and are entitled to civil penalties as appropriate. Under Labor Code section 1198, “[t]he
6 employment of any employee for longer hours than those fixed by the order or under conditions of
7 labor prohibited by the order is unlawful.” Additionally, paragraph 15 of the applicable IWC Wage
8 Orders requires the following regarding the temperatures maintained at employers’ facilities within
9 California: “(A) The temperature maintained in each work area shall provide reasonable comfort
10 consistent with industry-wide standards for the nature of the process and the work performed. (B)
11 If excessive heat or humidity is created by the work process, the employer shall take all feasible
12 means to reduce such excessive heat or humidity to a degree providing reasonable comfort... (C) A
13 temperature of not less than 68° shall be maintained in the toilet rooms, resting rooms, and change
14 rooms during hours of use. (D) Federal and State energy guidelines shall prevail over any conflicting
15 provision of this section.” (*See, e.g.*, Cal. Code Regs., tit. 8 § 11070(15), Cal. Code Regs., tit. 8, §
16 11090(15)). For failure to maintain temperature providing reasonable comfort constituting
17 violations of Labor Code sections 1198 and 1199 and paragraph 15 of the applicable IWC Wage
18 Orders, and Labor Code section 2699.5, and seeking penalties available and applicable under Labor
19 Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys’ fees
20 and costs pursuant to Labor Code section 2699(g)(1). Further California Labor Code section 6720
21 required the California Division of Occupational Safety and Health (“Cal/OSHA”) to propose an
22 indoor heat illness standard by January 1 2019. Cal/OSH’s draft standard applies its proposed
23 regulations to all indoor work areas where the temperature equals or exceeds 82° Fahrenheit when
24 employees are present. At times during the relevant time period Plaintiff and other warehouse
25 workers were subjected to excessive heat and or humidity resulting in temperatures equaling or
26 exceeding 82° F. During the relevant time period, as detailed above, Defendants violated Labor
27 Code sections 1198 and 1199 and paragraph 15 of the IWC Wage Orders by failing to provide
28 Plaintiff and other Aggrieved Employees with reasonable comfort by maintaining the indoor

1 temperature within the range of industry standards by, *inter alia*, providing adequate air
2 conditioning or heat ventilation etc. Plaintiff is informed and believes that Defendants also failed to
3 maintain the temperature in toilet rooms resting rooms and change rooms during hours of use to no
4 less than 68° F. These practices and policies resulted in Defendants' failure to maintain temperature
5 providing reasonable comfort in violation of Labor Code sections 1198 and 1199 and paragraph 15
6 of the applicable IWC Wage Orders. Plaintiff and the Aggrieved Employees may therefore pursue
7 damages and penalties for violations of Labor Code sections 1198 and 1199 and paragraph 15 of the
8 applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage
9 Orders, in an amount to be determined at trial. More specifically, for the above addressed violations
10 of paragraph 15 of the applicable IWC Wage Orders constituting violations of Labor Code section
11 1198 and Labor Code section 2699.5, Plaintiff seeks penalties available and applicable under Labor
12 Code section 2699(f)(2) and paragraphs 14 and 20 of the applicable IWC Wage Orders, and also
13 attorneys' fees and costs pursuant to Labor Code section 2699(g)(1).

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

26
27 38. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
28 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or

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

14 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
15 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
16 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
17 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
18 limitation, terms known to be illegal in purported arbitration agreements, purported confidentiality
19 agreements, purported release agreements, and other written documents presented for signature
20 and/or assent to Plaintiff and/or Aggrieved Employees by Defendants. Defendants also required
21 Plaintiff and Aggrieved Employees to inform prospective employers of Defendants' restrictions of
22 Plaintiff's and Aggrieved Employees' freedom to work. As a result, Plaintiff is informed and
23 believes that Defendants violated Labor Code sections 432.5 and 1198. As such, Plaintiff is
24 informed and believes, and based thereon alleges, that Plaintiff and other Aggrieved Employees
25 personally suffered these violations, and that Defendants violated, without limitation, Labor Code
26 section 432.5 and Government Code section 12952, entitling Plaintiff and other Aggrieved
27 Employees to damages. Plaintiff is further informed and believes, and based thereon alleges, that
28 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or

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

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

8 **FIRST AND ONLY CAUSE OF ACTION**

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

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

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

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

18 43. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
19 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
20 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
21 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
22 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
23 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
24 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

25 44. At all relevant times herein, Defendants have had a consistent policy or practice of
26 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
27 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
28 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other

1 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
2 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
3 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
4 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
5 violation in connection with each payment that was made in violation of Labor Code section 204.

6 Civil Penalties Under Labor Code § 226.3

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

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

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

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

27 Violation of Labor Code § 558

28 49. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person

1 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
2 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
3 penalty as follows:

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

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

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

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

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

20 Violation of Labor Code § 1174.5

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

28 53. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required

1 every person employing labor in California to “[k]eep a record showing the names and addresses of
2 all employees employed and the ages of all minors.”

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

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

17 56. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
18 willfully failed to keep adequate or accurate time records including wage statements and similar
19 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
20 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
21 under Labor Code section 1174.

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

26 Violation of Labor Code § 1197.1

27 58. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
28 person acting either individually or as an officer, agent, or employee of another person, who pays

1 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
2 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
3 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
4 Section 203 as follows:

5 (1) For any initial violation that is intentionally committed, one hundred dollars
6 (\$100) for each underpaid employee for each pay period for which the
7 employee is underpaid. This amount shall be in addition to an amount
8 sufficient to recover underpaid wages, liquidated damages pursuant to Section
9 1194.2, and any applicable penalties imposed pursuant to Section 203.

10 (2) For each subsequent violation for the same specific offense, two hundred fifty
11 dollars (\$250) for each underpaid employee for each pay period for which the
12 employee is underpaid regardless of whether the initial violation is
13 intentionally committed. This amount shall be in addition to an amount
14 sufficient to recover underpaid wages, liquidated damages pursuant to Section
15 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

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

23 60. As a direct and proximate result of the herein-described Labor Code violations,
24 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
25 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one
26 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
27 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
28 subsequent violation.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

2
3
4
5
6
7

8
9

0
1
2
3

4
5
6

17

18
19

- 20
21
22
23
24
25
26

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

Dated: March 6, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Molly DeSario

MOLLY DESARIO

BRYCE C. BOMMER

Attorneys for Plaintiff STEVEN LEE IRVING
and on behalf of all other Aggrieved
Employees