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as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

ELECTRONICALLY FILED

Superior Court of California,

County of Alameda

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By: Andrel Gospel,
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

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

Plaintiff,

v.

PARTNERS PERSONNEL-MANAGEMENT
SERVICES, LLC, a Delaware Limited
Liability Company; HL URIMAN, INC., a
California Stock Corporation; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: **25CV161587**

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 Mark Licona ("Plaintiff"), as an Aggrieved Employee, and on behalf of all other
2 Aggrieved Employees under the Labor Code Private Attorneys' General Act of 2004, alleges as
3 follows:

4 **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 PARTNERS
7 PERSONNEL-MANAGEMENT SERVICES, LLC, and any of its respective subsidiaries or
8 affiliated companies within the State of California ("PARTNERS PERSONNEL"); HL URIMAN,
9 INC., and any of its respective subsidiaries or affiliated companies within the State of California
10 ("URIMAN", and collectively with PARTNERS PERSONNEL hereinafter, collectively,
11 "Defendants") as a proxy of the Labor and Workforce Development Agency of the State of
12 California ("LWDA"), on behalf of Plaintiff and all Aggrieved Employees that worked for
13 Defendants during the PAGA Period. Specifically, in connection with any alleged claims for failure
14 to comply with Labor Code sections 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 227.3,
15 233, 234, 245, 246, 510, 512, 551, 552, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198,
16 1198.5, 1197, 1197.1, 2800, 2802, 2699, as well as applicable Wage Orders, Plaintiff seeks to
17 represent all current and former employees that worked for Defendants during the PAGA Period.
18 On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt current and
19 former employees that worked for Defendants during the PAGA Period. Collectively, these
20 employees are herein referred to as "Aggrieved Employees." The "PAGA Period" refers to three
21 years preceding the date notice was submitted to the LWDA, continuing past the date of notice to
22 the LWDA into perpetuity.

23 **PARTIES**

24 2. Plaintiff MARK LICONA is a resident of the State of California. At all relevant
25 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 employed Plaintiff as a non-exempt employee. Plaintiff worked as a General Laborer and Machine
27 Operator with duties that included, but were not limited to, operating a machine called the "Nut
28 Runner," which tightened nuts on valves before they were shipped. Plaintiff is informed and

1 believes, and based thereon alleges, that Plaintiff MARK LICONA worked for Defendants from
2 approximately June of 2022 through approximately October 2024.

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

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

15 **JOINT LIABILITY ALLEGATIONS**

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

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

28 7. All of the acts and conduct described herein of each and every corporate defendant

1 was duly authorized, ordered, and directed by the respective and collective defendant corporate
2 employers, and the officers and management-level employees of said corporate employers. In
3 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
4 their said employees, agents, and representatives, and each of them; and upon completion of the
5 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
6 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
7 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
8 aforementioned corporate employees, agents and representatives.

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

11 **JURISDICTION**

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

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

22 **PAGA REPRESENTATIVE ALLEGATIONS**

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

28 12. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative

1 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
2 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
3 PAGA allegations described herein is not required.

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

8 14. Pursuant to Labor Code section 2699.3, on or around February 6, 2025, Plaintiff
9 provided written notice of Defendants' violation of various provisions of the Labor Code to the
10 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

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

14 16. Plaintiff also provided Defendants, and each of them, with notice under Labor Code
15 section 2810.3, subdivision (d) that Plaintiff would seek to hold them liable for each other's wage
16 and hour violations under Labor Code section 2810.3 on February 6, 2025, by certified mail with
17 return receipt requested.

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

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

27 19. In the event that Defendants, or either of them, is/are determined to have, prior to
28 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff

1 and/or Plaintiff's counsel, adequately taken all reasonable steps to be in compliance with all
2 provisions identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to
3 section 2699(g)(1)-(3).

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

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

20 **FACTUAL ALLEGATIONS**

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

25 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
26 and have a policy or practice of requiring Plaintiff and other Aggrieved Employees to work more
27 than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a
28

1 workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime
2 wages.

3 24. Upon information and belief, Defendants failed to accurately track and/or pay for all
4 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
5 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
6 including, without limitation, by requiring Plaintiff and Aggrieved Employees to attend company
7 meetings off the clock; and to make or receive phone calls off the clock.

8 25. In addition, Defendants failed to include all forms of remuneration, including into
9 the regular rate of pay during pay periods where overtime was worked.

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

20 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
21 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
22 Employees during the PAGA Period to work in excess of five (5) and ten (10) hours per day, without
23 being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu
24 thereof. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
25 meal periods by, without limitation, 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; and that employees carry
2 cellular telephones or walkie-talkies during meal periods. Plaintiff and other Aggrieved Employees
3 personally suffered these violations. Consequently, Plaintiff is informed and believes, and based
4 thereon alleges, that Defendants violated Labor Code sections 512 and 1198 each day for each
5 Aggrieved Employee during the PAGA Period, and thus each Aggrieved Employee was owed one
6 hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under
7 Labor Code section 226.7. However, Plaintiff is informed and believes that those premium payments
8 under Labor Code section 226.7 were not made for these non-compliant meal periods, either at all
9 or at the proper regular rate of pay. Defendants would thus be liable for civil penalties pursuant to
10 Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing
11 to authorize the taking of compliant meal periods and for failing to provide premium pay under
12 Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is
13 further informed and believes, and based thereon alleges, that Defendants' conduct that gave rise to
14 such violations and was malicious, fraudulent, or oppressive. As such, Defendants are further liable
15 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

16 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
18 including, without limitation, work over four-hour periods (or major fractions thereof) without
19 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
20 and complete ten-minute rest periods in which the employees are completely relieved of all of their
21 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
22 rest periods by, without limitation, by failing to provide rest periods all together; failing to provide
23 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
24 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
25 than ten uninterrupted minutes due to, without limitation, due to walking time; and requiring that
26 employees carry cellular telephones or walkie-talkies during rest periods. Plaintiff and other
27 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and
28 believes, and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day

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

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

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

12 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
13 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
14 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
15 all overtime wages owed; all minimum wages owed; all paid sick leave and paid time off; and all
16 premium pay owed as set out above, including, without limitation, for failure to pay at the proper
17 regular rate of pay, among other things. Consequently, Plaintiff is informed and believes, and based
18 thereon alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198 each pay
19 period for each Aggrieved Employee during the PAGA Period, and thus Plaintiff and each
20 Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code
21 section 203 for each pay period worked during the PAGA Period. However, Plaintiff is informed
22 and believes that those penalties under Labor Code section 203 were not made for these violations
23 of Labor Code sections 201, 202, and 203. Defendants would thus be liable for civil penalties
24 pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
25 and 2699(j). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
26 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
27 Defendants would further be liable for civil penalties pursuant to Labor Code section
28 2699(f)(2)(B)(ii).

1 31. Plaintiff is informed and believes, and based thereon alleges that Defendants also
2 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
3 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for the purchase and
4 maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge of
5 their duties, or of their obedience to the directions of Defendants, as required by Labor Code sections
6 1198, 2800, 2802, and other statutory and common law offenses. As a result, Plaintiff and other
7 Aggrieved Employees have personally suffered these violations and Defendants are liable to
8 reimburse Plaintiff and other Aggrieved Employees for these costs incurred in furtherance of work
9 duties. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 558,
10 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
11 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
12 violations and was malicious, fraudulent, or oppressive. As such, Defendants would further be liable
13 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

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

20 34. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
21 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
22 statements and similar payroll documents under Labor Code section 226, documents signed to
23 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
24 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
25 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiff
26 and the Aggrieved Employees personally suffered these violations, which in turn would entitle
27 Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and
28 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558,

1 1174.5, and 2699. Plaintiff further informed and believes, and based thereon alleges, that
2 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
3 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
4 2699(f)(2)(B)(ii).

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

25 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
26 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
27 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
28 agents, managers, superintendents and/or officers) to be prohibited by law, including, without

1 limitation, terms known to be illegal in purported arbitration agreements, and other written
2 documents presented for signature and/or assent to Plaintiff and/or Aggrieved Employees by
3 Defendants. Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
4 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants
5 would also be liable for civil penalties pursuant to Labor Code sections 432.5, 1198, and 2699, or
6 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
7 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

12 **FIRST AND ONLY CAUSE OF ACTION**

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

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

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

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

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

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

10 Civil Penalties Under Labor Code § 226.3

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

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

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

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

1 period for each subsequent violation.

2 Violation of Labor Code § 558

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

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

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

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

14 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
15 each of them, violated, or caused to be violated, the Labor Code sections and Wage Orders
16 regulating wages, hours and days of work described herein, including but not limited to Labor Code
17 sections 203, 226, 226.7, 1194 and 2802.

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

23 Violation of Labor Code § 1174.5

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

1 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
2 or papers of the person.”

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

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

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

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

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

Violation of Labor Code § 1197.1

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

56. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants routinely failing 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 attend company meetings off the clock; and to make or receive phone calls off the clock.

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

Civil Penalties Under Labor Code § 2699

58. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the Labor Code may, as an alternative, be recovered through a civil action brought by an Aggrieved Employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3, including, without limitation, the following additional provisions of the Labor Code:

A. [INSERT ALL REMAINING CLAIMS FROM PAGA NOTICE] Plaintiff is further informed and believes, and based thereon alleges, that Defendants have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required to be provided pursuant to California and local laws. Employee is further informed and believes that the sick pay was not provided at the proper regular of pay as required under California law due to failure to properly calculate the regular rate. Employee is further informed and believes that Employer also did not permit its use upon request by Employee and other Aggrieved Employees as contemplated under California and local laws, including, without limitation, under Labor Code section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner without retaliation. Employee is additionally informed and

1 believes that the notice requirement of Labor Code section 221, 223, 233, 234,
2 245 and 246 involves a mandatory payroll or workplace injury reporting.
3 Employee is thus informed and believes that Employer violated these Labor Code
4 sections, as well as Labor Code section 1198. As such, Employee and other
5 Aggrieved Employees have personally suffered violations under these sections
6 and Employer would be liable for civil penalties for violation of the paid sick
7 leave regulations under Labor Code sections 1198 and 2699, as well as equitable,
8 injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.
9 Employee is further informed and believes, and based thereon alleges, that
10 Employer's conduct above gave rise to such violations was malicious, fraudulent,
11 or oppressive. Defendants would further be liable for civil penalties pursuant to
12 Labor Code section 2699(f)(2)(B)(ii).

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

28 C. Plaintiff is further informed and believes, and based thereon alleges that

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

28 D. [Plaintiff is informed and believes, and based thereon alleges, that Defendants,

1 including their agents, managers, superintendents, and/or officers, required
2 Plaintiff and/or Aggrieved Employees to agree, in writing, to terms and
3 conditions known by Defendants (and its agents, managers, superintendents
4 and/or officers) to be prohibited by law, including, without limitation, terms
5 known to be illegal in purported arbitration agreements, and other written
6 documents presented for signature and/or assent to Plaintiff and/or Aggrieved
7 Employees by Defendants. Plaintiff is further informed and believes, and based
8 thereon alleges, that Defendants' conduct above gave rise to such violations was
9 malicious, fraudulent, or oppressive. Defendants would also be liable for civil
10 penalties pursuant to Labor Code sections 432.5, 1198, and 2699, or injunctive
11 relief under sections 2699(e)(1) and 2699(k). Employer would further be liable
12 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

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

22 **PRAYER**

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

25 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
26 1174.5, 1197.1, and 2699;

27 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
28 210, 226.3, 558, 1174.5, 1197.1, and 2699;

- 1 C. For equitable, including, without limitation, injunctive relief;
2 C. Pre-judgment and post-judgment interest;
3 D. For costs of suit incurred herein; and
4 E. Such other and further relief as the Court deems just and proper.

5 Dated: December 24, 2025

BIBIYAN LAW GROUP, P.C.

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7
8 BY: 

MOLLY DESARIO

BRYCE BOMMER

Attorneys for Plaintiff MARK LICONA and
on behalf of all other Aggrieved Employees