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9 Attorneys for Plaintiff ARMANDO ORDOÑEZ VALDERRAMA,

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

11 Aggrieved Employees

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF SANTA CLARA**

14 ARMANDO ORDOÑEZ VALDERRAMA, as
15 an Aggrieved Employee, and on behalf of all
16 other Aggrieved Employees under the Labor
17 Code Private Attorneys' General Act of 2004,

18 Plaintiff

19 v.

20 MACH MACHINING, INC., a California
21 corporation doing business as A-1 JAY'S
22 MACHINING, INC.; L SQUARED CAPITAL
23 PARTNERS IV GP, LLC, a Delaware limited
24 liability company; and DOES 1 through 100,
25 inclusive,

26 Defendants.

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County of Santa Clara,
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Case #26CV489511
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CASE NO.: 26CV489511

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 ARMANDO ORDOÑEZ VALDERRAMA (“Plaintiff”), as an Aggrieved
2 Employee, and on behalf of all other Aggrieved Employees under the Labor Code Private Attorneys’
3 General Act of 2004, 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 MACH MACHINING,
7 INC. dba A-1 JAY’S MACHINING INC., a California corporation, and any of its respective
8 subsidiaries or affiliated companies within the State of California (“MACH MACHINING”), and L
9 SQUAREED CAPITAL PARTNERS IV GP, LLC, a Delaware limited liability company, and any
10 of its respective subsidiaries or affiliated companies within the State of California (“L SQUAREED
11 CAPITAL”) (MACH MACHINING and L SQUAREED CAPITAL hereinafter, collectively, with
12 DOES 1 through 100, as further defined below, “Defendants”) as a proxy of the Labor and
13 Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and
14 all Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically, in
15 connection with any alleged claims for failure to comply with Labor Code sections 201, 202, 203,
16 204, 210, 221, 223, 226, 226.3, 226.7, 227.3, 233, 234, 245, 246, 432.7, 432.8, 510, 512, 551, 552,
17 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 2800, 2802, 2810.5, 2699,
18 among others, Cal. OSHA, C.C.R. Tit. 8, section 5191, Government Code section 12952, as well as
19 applicable Wage Orders, Plaintiff seeks to represent all current and former employees that worked
20 for Defendants during the PAGA Period. On all other claims mentioned herein, Plaintiff seeks to
21 represent only non-exempt current and former employees that worked for Defendants during the
22 PAGA Period. Collectively, these employees are herein referred to as “Aggrieved Employees.” The
23 “PAGA Period” refers to three years preceding the date notice was submitted to the LWDA,
24 continuing past the date of notice to the LWDA into perpetuity.

25 **PARTIES**

26 2. Plaintiff ARMANDO ORDOÑEZ VALDERRAMA is a resident of the State of
27 California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges,
28 that Defendants employed Plaintiff as a non-exempt employee with duties that included, but were

1 not limited to, machine maintenance, preparing parts for delivery, and receiving materials. Plaintiff
2 is informed and believes, and based thereon alleges, that Plaintiff ARMANDO ORDOÑEZ
3 VALDERRAMA worked for Defendants from approximately July of 2022 through approximately
4 April of 2025. In or about November of 2024, Plaintiff was terminated from his position with
5 MACH MACHINING, INC. dba A-1 JAY'S MACHINING INC. and rehired by the company under
6 the new name L SQUARED CAPITAL PARTNERS IV GP, LLC, with an offer letter dated
7 November 22, 2024.

8 3. Plaintiff is informed and believes and based thereon alleges that defendant MACH
9 MACHINING is, and at all times relevant hereto was, a California corporation organized and
10 existing under and by virtue of the laws of the State of California and doing business in the County
11 of Santa Clara, State of California. At all relevant times herein, MACH MACHINING employed
12 Plaintiff and Aggrieved Employees within the State of California.

13 4. Plaintiff is informed and believes and based thereon alleges that defendant L
14 SQUAREED CAPITAL is, and at all times relevant hereto was, a Delaware limited liability
15 company organized and existing under and by virtue of the laws of the State of California and doing
16 business in the County of Santa Clara, State of California. At all relevant times herein, L
17 SQUAREED CAPITAL employed Plaintiff and Aggrieved Employees within the State of
18 California.

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

26 **JOINT LIABILITY ALLEGATIONS**

27 6. Plaintiff is informed and believes, and based thereon alleges, that each defendant
28 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint

1 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are
2 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
3 to "Defendants," it shall include MACH MACHINING, L SQUAREED CAPITAL, and any of their
4 parent, subsidiary, or affiliated companies within the State of California, as well as DOES 1 through
5 100 identified herein.

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

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

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

22 **JURISDICTION**

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

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

1 Defendants was due to be performed; the county in which the employment contract, or part of it,
2 between Plaintiff and Defendants was actually performed; and the county in which Defendants, or
3 some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff
4 and Aggrieved Employees in Santa Clara County, and Defendants employ Aggrieved Employees in
5 Santa Clara County.

6 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

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

20 15. Pursuant to Labor Code section 2699.3, on or around June 30, 2025, Plaintiff
21 provided written notice of Defendants’ violation of various provisions of the Labor Code to the
22 LWDA online and by certified mail, with return receipt requested, to Defendants (“PAGA Notice”).

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

26 17. To the extent Defendants, or either of them, previously used the notice and cure
27 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
28 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to

1 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
2 conference process pursuant to section 2699.3(f).

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

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

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

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

26 **FACTUAL ALLEGATIONS**

27 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew,
28 or should have known, that Plaintiff and Aggrieved Employees are entitled to receive wages for all

1 time worked, including regular, overtime, and double times wages, and that Plaintiff and Aggrieved
2 Employees were not receiving all wages owed for work that was required to be performed.

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

8 24. Upon information and belief, Defendants failed to accurately track and/or pay for all
9 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
10 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
11 including, without limitation, by requiring Plaintiff and Aggrieved Employees to make or receive
12 phone calls off the clock, as Plaintiff was required to request required material and report issues
13 with the machine; and to drive off the clock since Plaintiff was required to drive between warehouses
14 to transfer tools.

15 25. In addition, Defendants failed to include all forms of remuneration, including
16 bonuses into the regular rate of pay during pay periods where overtime was worked. Plaintiff's offer
17 letter includes a "bonus" based on performance that Defendant outlines and calls "discretionary"—
18 however, it is not, and thus creates a regular rate of pay issue. Plaintiff personally suffered these
19 violations of the overtime laws.

20 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
22 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
23 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
24 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiff is further
25 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
26 violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
27 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
28

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

3 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
4 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
5 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
6 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
7 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
8 Aggrieved Employees lawful meal periods by, without limitation, failure to provide a suitable break
9 area; by interrupting meal periods; not providing timely meal periods; failing to provide first and
10 second meal periods (during his employment, Plaintiff was never offered a second meal break);
11 providing short meal periods, including without, limitation meal periods that were recorded for less
12 than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer
13 but in practice were shorter than thirty minutes due to walking time; time spent having to wait in
14 line to clock back in; requiring that employees carry cellular telephones during meal periods; not
15 permitting employees to leave the premises. Further, Plaintiff's offer letter includes a "bonus" based
16 on performance that Defendant outlines and call "discretionary", however it is not, and thus creates
17 a regular rate of pay issue as it relates to penalty pay for these violations. Plaintiff and other
18 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and
19 believes, and based thereon alleges, that Defendants violated Labor Code sections 512 and 1198
20 each day for each Aggrieved Employee during the PAGA Period, and thus each Aggrieved
21 Employee was owed one hour of premium pay at their regular rate of pay for each day worked
22 during the PAGA Period under Labor Code section 226.7. However, Plaintiff is informed and
23 believes that those premium payments under Labor Code section 226.7 were not made for these
24 non-compliant meal periods, either at all or at the proper regular rate of pay. Defendants would thus
25 be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these
26 wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and
27 for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under
28 sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon

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

4 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
6 including, without limitation, work over four-hour periods (or major fractions thereof) without
7 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
8 and complete ten-minute rest periods in which the employees are completely relieved of all of their
9 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
10 rest periods by, without limitation, by failing to provide rest periods all together; failing to provide
11 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
12 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
13 than ten uninterrupted minutes due to, without limitation, due to walking time; interrupting them;
14 requiring that employees carry cellular telephones during rest periods; not providing rest periods in
15 a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-
16 duty/on-call rest periods. Further, to the extent Plaintiff received rest breaks, he did not receive a
17 third rest break when he worked in excess of 10 hours. Plaintiff and other Aggrieved Employees
18 personally suffered these violations. Consequently, Plaintiff is informed and believes, and based
19 thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each Aggrieved
20 Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour
21 of premium pay at their regular rate of pay for each day worked during the PAGA Period under
22 Labor Code section 226.7. However, Plaintiff is informed and believes that those premium
23 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
24 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
25 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
26 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking
27 of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7,
28 or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,

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

4 29. As a result of, among other things, Defendants' herein-described policy or practice
5 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
6 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
7 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
8 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
9 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
10 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
11 inclusive dates of the period for which the employee is paid; the name of the employee and only the
12 last four digits of their social security number or an employee identification number other than a
13 social security number; all deductions; all applicable hourly rates in effect during the pay period and
14 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
15 address of the employer, and other such information as required by Labor Code section 226,
16 subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized
17 wage statements that accurately reflect the hours worked by Plaintiff and other Aggrieved
18 Employees and the rates of pay at which they were or should have been paid (including due to failure
19 to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and
20 paid at each rate, as well. Consequently, Plaintiff is informed and believes, and based thereon
21 alleges, that Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved
22 Employee during the PAGA Period, and that, thus Plaintiff and each Aggrieved Employee
23 personally suffered these violations and was owed penalties under Labor Code section 226 for each
24 pay period worked during the PAGA Period. Plaintiff is informed and believes that those penalties
25 under Labor Code section 226 were not paid for these violations of Labor Code section 226.
26 Defendants would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558,
27 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
28 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such

1 violations and was malicious, fraudulent, or oppressive. Thus, Defendants would further be liable
2 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

20 31. Plaintiff is informed and believes, and based thereon alleges that Defendants also
21 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
22 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal
23 vehicles to drive between warehouses to transfer tools (*i.e.*, mileage and gas), and for the purchase
24 and maintenance of cellular phones and cellular phone plans, as Plaintiff was required to request
25 material and report issues with the machine, in direct consequence of the discharge of their duties,
26 or of their obedience to the directions of Defendants, as required by Labor Code sections 1198,
27 2800, 2802, and other statutory and common law offenses. As a result, Plaintiff and other Aggrieved
28 Employees have personally suffered these violations and Defendants are liable to reimburse Plaintiff

1 and other Aggrieved Employees for these costs incurred in furtherance of work duties. Defendants
2 would thus be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or
3 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
4 and based thereon alleges, that Defendants' conduct above gave rise to such violations and was
5 malicious, fraudulent, or oppressive. As such, Defendants would further be liable for civil penalties
6 pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

1 2699(e)(1) and 2699(k). 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. Therefore, Defendants would further be liable for civil penalties pursuant to Labor Code
4 section 2699(f)(2)(B)(ii).

5 34. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
6 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
7 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
8 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
9 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
10 the sick pay was not provided at the proper regular of pay as required under California law due to
11 failure to properly calculate the regular rate. Further, Plaintiff's offer letter includes a "bonus" based
12 on performance that Defendant outlines and call "discretionary"—however, it is not, and thus
13 creates a regular rate of pay issue. Plaintiff is further informed and believes that Defendants also
14 did not permit its use upon request by Defendants and other Aggrieved Employees as contemplated
15 under California and local laws, including, without limitation, under Labor Code section 233, that
16 permits its use to attend to an illness of a child, parent, spouse, or domestic partner without
17 retaliation. Plaintiff is additionally informed and believes that the notice requirement of Labor Code
18 section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace injury reporting.
19 Plaintiff is thus informed and believes that Defendants violated these Labor Code sections, as well
20 as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees have personally
21 suffered violations under these sections and Defendants would be liable for civil penalties for
22 violation of the paid sick leave regulations under Labor Code sections 1198 and 2699, as well as
23 equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs. Plaintiff
24 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
25 to such violations and was malicious, fraudulent, or oppressive. Defendants would further be liable
26 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 In addition to the above, Plaintiff is informed and believes, and based thereon alleges that
28 Defendants failed and continue to fail to keep adequate or accurate time records including wage

1 statements and similar payroll documents under Labor Code section 226, documents signed to
2 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
3 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
4 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Defendant
5 also failed to provide these documents to Plaintiff and other Aggrieved Employees upon request
6 made March 19, 2025, in violation of these Labor Code sections. Plaintiff and the Aggrieved
7 Employees personally suffered these violations, which in turn would entitle Plaintiff and other
8 Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants
9 would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699.
10 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above
11 gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would further
12 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

1 fraudulent, or oppressive. Among other relief, employees may collect from Defendants in
2 connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and
3 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
4 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

3 37. Plaintiff is informed and believes, and based thereon alleges, that Defendant had and
4 has a practice or policy of failing to maintain a workplace free from serious hazards and exposure
5 to hazardous materials. Defendant has a duty to maintain a workplace free from serious hazards
6 and exposure to hazardous materials. Defendant is informed and believes, and based thereon alleges,
7 that Defendant failed to maintain this duty and violated applicable laws by, without limitation:
8 failing to evaluate chemical hazards, failing to provide information and training to employees
9 regarding chemical hazards, failing to implement control measures to reduce exposure, and failing
10 to provide appropriate personal protective equipment (PPE), including gloves, respirators, eye
11 protection and protective clothing. Specifically, Defendant required Plaintiff, and upon information
12 and belief Aggrieved Employees, to clean machines and equipment with hazardous materials
13 without providing the appropriate PPE. As such, Plaintiff is informed and believes, and based
14 thereon alleges, that Plaintiff and other Aggrieved Employees personally suffered these violations,
15 as well as violation of Labor Code section 1198, and that Defendant violated, without limitation,
16 Cal. OSHA, C.C.R. Tit. 8, section 5191. Plaintiff further informed and believes, and based thereon
17 alleges, that Defendant's conduct above gave rise to such violations was malicious, fraudulent, or
18 oppressive. Defendant would also be liable for civil penalties pursuant to Labor Code sections 432.7,
19 432.8, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendant would
20 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

25 **FIRST AND ONLY CAUSE OF ACTION**

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

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

Civil Penalties Under Labor Code § 210

40. At all relevant times herein, Labor Code section 204, requires and required that:

“[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.”

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

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

Civil Penalties Under Labor Code § 226.3

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

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

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

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

Violation of Labor Code § 558

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

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

48. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and

1 each of them, violated, or caused to be violated, the Labor Code sections and Wage Orders
2 regulating wages, hours and days of work described herein, including but not limited to Labor Code
3 sections 201-204, 223, 226.7, 510, 511, 512, 551, 552, 1182.12, 1194, 1197, 1198, and 2802.

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

9 Violation of Labor Code § 1174.5

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

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

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

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

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

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

Violation of Labor Code § 1197.1

56. 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

1 employee is underpaid regardless of whether the initial violation is
2 intentionally committed. This amount shall be in addition to an amount
3 sufficient to recover underpaid wages, liquidated damages pursuant to Section
4 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

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

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

18 Civil Penalties Under Labor Code § 2699

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

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

27 61. As such, Plaintiff and Aggrieved Employees are entitled to injunctive relief, one
28 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and

1 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
2 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

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

6 **PRAYER**

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

- 9 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
10 1174.5, 1197.1, and 2699;
11 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
12 210, 226.3, 558, 1174.5, 1197.1, and 2699;
13 C. For equitable, including, without limitation, injunctive relief;
14 C. Pre-judgment and post-judgment interest;
15 D. For costs of suit incurred herein; and
16 E. Such other and further relief as the Court deems just and proper.

17 Dated: March 13, 2026

BIBIYAN LAW GROUP, P.C.

19 BY: /s/ Henry G. Glitz

20 MOLLY DESARIO

21 HENRY G. GLITZ

22 Attorneys for Plaintiff ARMANDO
23 ORDÓÑEZ VALDERRAMA and on behalf
24 of all other Aggrieved Employees
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27
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