

BIBIYAN LAW GROUP, P.C.
Bevin Pike (SBN 221936)
bpike@tomorrowlaw.com
Laurel Holmes (SBN 308515)
laurel@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff RODERICK VICEDO,
as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

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

Plaintiff

v.

HI-TEMP INSULATION, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 2026CUOE066636

REPRESENTATIVE ACTION

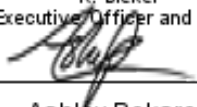
**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1
and 2699**

[Amount in Controversy Greater Than
\$35,000.00]

ELECTRONICALLY FILED
Superior Court of California
County of Ventura

05/26/2026

K. Bieker
Executive Officer and Clerk

By:  Deputy Clerk

Ashley Pekarek

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

4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against Hi-Temp Insulation,
7 Inc., a California corporation, and any of its respective subsidiaries or affiliated companies within
8 the State of California ("Hi-Temp") (hereinafter, Hi-Temp, collectively, with DOES 1 through 100,
9 as further defined below, "Defendants") as a proxy of the Labor and Workforce Development
10 Agency of the State of California ("LWDA"), on behalf of Plaintiff and all Aggrieved Employees
11 that worked for Defendants during the PAGA Period. Specifically, in connection with any alleged
12 claims for failure to comply with Labor Code sections 200, 201, 202, 203, 204, 210, 221, 223, 226,
13 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 1197.5, 1198, 1198.5, including restraints on
14 freedom of speech and applicable Wage Orders, Plaintiff seeks to represent all current and former
15 employees that worked for Defendants during the PAGA Period. On all other claims mentioned
16 herein, Plaintiff seeks to represent only non-exempt current and former employees that worked for
17 Defendants during the PAGA Period. Collectively, these employees are herein referred to as
18 "Aggrieved Employees." The "PAGA Period" refers to one year preceding the date notice was
19 submitted to the LWDA, continuing past the date of notice to the LWDA into perpetuity.

20 **PARTIES**

21 2. Plaintiff RODERICK VICEDO is a resident of the State of California. At all relevant
22 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 employed Plaintiff as a non-exempt employee with duties that included, but were not limited to,
24 cutting materials. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff
25 RODERICK VICEDO worked for Defendants from approximately August of 2011 through
26 approximately May of 2025.

27 3. Plaintiff is informed and believes and based thereon alleges that defendant Hi-Temp
28 is, and at all times relevant hereto was, a corporation existing under and by virtue of the laws of the

1 State of California and doing business in the County of Ventura, State of California. At all relevant
2 times herein, Hi-Temp employed Plaintiff and Aggrieved Employees within the State of California.

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

10 **JOINT LIABILITY ALLEGATIONS**

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

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

22 7. All of the acts and conduct described herein of each and every corporate defendant
23 was duly authorized, ordered, and directed by the respective and collective defendant corporate
24 employers, and the officers and management-level employees of said corporate employers. In
25 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
26 their said employees, agents, and representatives, and each of them; and upon completion of the
27 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
28 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,

1 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
2 aforementioned corporate employees, agents and representatives.

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

5 **JURISDICTION**

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

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

16 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

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

1 PAGA Period.

2 14. Pursuant to Labor Code section 2699.3, on or around June 27, 2025, Plaintiff
3 provided written notice of Defendants' violation of various provisions of the Labor Code to the
4 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

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

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

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

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

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

26 20. In the event, the LWDA and/or a court issued a finding or determination to the
27 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
28 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or

1 any of them, would be subject to heightened penalties pursuant to Labor Code sections
2 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either
3 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving
4 of the PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations
5 as detailed herein was and is malicious, fraudulent, and/or oppressive. Thus, Defendants, or any of
6 them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack
7 eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

8 **FACTUAL ALLEGATIONS**

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

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

18 23. Upon information and belief, Defendants failed to accurately track and/or pay for all
19 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
20 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
21 including, without limitation, by requiring Plaintiff and Aggrieved Employees to perform various
22 work duties. Further, Plaintiff clocked in and out using a timeclock, and there are no accompanying
23 attestations.

24 24. Moreover, upon information and belief, Defendants detrimentally rounded, edited
25 and/or manipulated time entries so the hours recorded were less than the hours actually worked.

26 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
28 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours

1 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
2 damages under, without limitation, Labor Code sections, 1194, 1194.2, and 1198. Plaintiff is further
3 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
4 violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
5 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
6 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
7 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

8 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
9 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
10 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
11 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
12 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
13 Aggrieved Employees lawful meal periods by, without limitation, by interrupting meal periods; not
14 providing timely meal periods; failing to provide first and second meal periods (Plaintiff regularly
15 worked over 10 hours shifts but was never given a second meal break); and providing short meal
16 periods, including without, limitation meal periods that were recorded for less than thirty
17 minutes. Plaintiff and other Aggrieved Employees personally suffered these violations.
18 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 violated Labor Code sections 512 and 1198 each day for each Aggrieved Employee during the
20 PAGA Period, and thus each Aggrieved Employee was owed one hour of premium pay at their
21 regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7.
22 However, Plaintiff is informed and believes that those premium payments under Labor Code section
23 226.7 were not made for these non-compliant meal periods, either at all or at the proper regular rate
24 of pay. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210 (for
25 failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of
26 compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or
27 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
28 and based thereon alleges, that Defendants' conduct that gave rise to such violations and was

1 malicious, fraudulent, or oppressive. As such, Defendants are further liable for civil penalties
2 pursuant to Labor Code section 2699(f)(2)(B)(ii).

3 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
5 including, without limitation, work over four-hour periods (or major fractions thereof) without
6 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
7 and complete ten-minute rest periods in which the employees are completely relieved of all of their
8 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
9 rest periods by, without limitation, by failing to provide rest periods all together; failing to provide
10 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
11 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
12 than ten uninterrupted minutes due to, without limitation, walking time; interrupting them; and not
13 permitting employees to leave the premises. Notably, Plaintiff regularly worked over 10 hours shifts
14 but was never given a third rest break. Plaintiff and other Aggrieved Employees personally suffered
15 these violations. Consequently, Plaintiff is informed and believes, and based thereon alleges, that
16 Defendants violated the applicable Wage Order(s) each day for each Aggrieved Employee during
17 the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at
18 their regular rate of pay for each day worked during the PAGA Period under Labor Code section
19 226.7. However, Plaintiff is informed and believes that those premium payments under Labor Code
20 section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper
21 regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Defendants would thus be
22 liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages),
23 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing
24 to provide premium pay under Labor Code section 226.7, or injunctive relief under sections
25 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that
26 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
27 oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code section
28 2699(f)(2)(B)(ii).

1 28. As a result of, among other things, Defendants' herein-described policy or practice
2 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
3 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
4 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
5 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
6 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
7 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
8 inclusive dates of the period for which the employee is paid; the name of the employee and only the
9 last four digits of their social security number or an employee identification number other than a
10 social security number; all deductions; all applicable hourly rates in effect during the pay period and
11 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
12 address of the employer, and other such information as required by Labor Code section 226,
13 subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized
14 wage statements that accurately reflect the hours worked by Plaintiff and other Aggrieved
15 Employees and the rates of pay at which they were or should have been paid, thus resulting in a
16 failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, Plaintiff
17 is informed and believes, and based thereon alleges, that Defendants violated Labor Code sections
18 226, and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus
19 Plaintiff and each Aggrieved Employee personally suffered these violations and was owed penalties
20 under Labor Code section 226 for each pay period worked during the PAGA Period. Plaintiff is
21 informed and believes that those penalties under Labor Code section 226 were not paid for these
22 violations of Labor Code section 226. Defendants would thus be liable for civil penalties pursuant
23 to Labor Code sections 226.3, 558, 1198, and 2699, or injunctive relief under sections 2699(e)(1)
24 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
25 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Thus,
26 Defendants would further be liable for civil penalties pursuant to Labor Code section
27 2699(f)(2)(B)(ii).

1 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
2 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
3 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
4 failing to pay all overtime wages owed, all minimum wages; vacation pay and paid time off (in
5 violation of Labor Code section 227.3) and all premium pay owed as set forth above, among other
6 things. Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 violated Labor Code sections 201, 202 203, and 1198 each pay period for each Aggrieved Employee
8 during the PAGA Period, and thus Plaintiff and each Aggrieved Employee personally suffered these
9 violations and was owed penalties under Labor Code section 203 for each pay period worked during
10 the PAGA Period. However, Plaintiff is informed and believes that those penalties under Labor
11 Code section 203 were not made for these violations of Labor Code sections 201, 202, and 203.
12 Defendants would thus be liable for civil penalties pursuant to Labor Code sections 558, 1198 and
13 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). 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. As such, Defendants would further be liable for civil
16 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

17 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
18 and have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid
19 time off and vacation time owed upon separation of employment as wages at their final rate of pay
20 in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Plaintiff and other
21 Aggrieved Employees have personally suffered these violations and Defendants would be liable for
22 civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and
23 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and
24 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
25 was malicious, fraudulent, or oppressive. Therefore, Defendants would further be liable for civil
26 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 31. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
28 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with

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

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

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

4 33. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
5 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
6 statements and similar payroll documents under Labor Code section 226, documents signed to
7 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
8 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
9 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Specifically,
10 Defendants failed to keep accurate time records, as Plaintiff's time records show rounding and
11 adjustments based on documents provided by Defendants in Plaintiff's personnel file. Further,
12 Defendants failed to produce actual paystubs, rather they only produced internal records, in violation
13 of California Labor Code Section 226(c). Plaintiff and the Aggrieved Employees personally
14 suffered these violations, which in turn would entitle Plaintiff and other Aggrieved Employees to
15 penalties prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for
16 civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699. Plaintiff further informed
17 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations
18 and was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties
19 pursuant to Labor Code section 2699(f)(2)(B)(ii).

20 34. Plaintiff is further informed and believes, and based thereon alleges that Defendants
21 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor
22 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
23 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
24 applicable to their employment; any allowances claimed as part of the minimum wage; the regular
25 payday designated by Defendants; the name of the employer, including any "doing business as"
26 names used by the employer; the physical address of the employer's main office and the telephone
27 number of the employer; the name, address and telephone number of the workers' compensation
28 insurance carrier; information regarding paid sick leave; and other pertinent information required to

1 be disclosed by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that
2 Defendants' failure to provide such information, including rates of pay that are in effect, has
3 permitted Defendants to pay employees at rates of pay that were not agreed upon and violate
4 minimum wage and overtime wage laws in California. Plaintiff is informed and believes that
5 Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and other Aggrieved
6 Employees personally suffered these violations. Plaintiff is further informed and believes, and based
7 thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious,
8 fraudulent, or oppressive. Among other relief, employees may collect from Defendants in
9 connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and
10 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
11 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

12 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
13 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
14 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
15 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
16 limitation, terms known to be illegal in purported arbitration agreements, purported confidentiality
17 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or
18 Aggrieved Employees by Defendants. Defendants also required Plaintiff and Aggrieved Employees
19 to inform prospective employers of Defendants' restrictions of Plaintiff's and Aggrieved
20 Employees' freedom to work. As a result, Plaintiff is informed and believes that Defendants violated
21 Labor Code sections 432.5 and 1198. As such, Plaintiff is informed and believes, and based thereon
22 alleges, that Plaintiff and other Aggrieved Employees personally suffered these violations, and that
23 Defendants violated, without limitation, Labor Code section 432.5 and Government Code section
24 12952, entitling Plaintiff and other Aggrieved Employees to damages. Plaintiff is further informed
25 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations
26 and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties
27 pursuant to Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections
28

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

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

FIRST AND ONLY CAUSE OF ACTION

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

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

Civil Penalties Under Labor Code § 210

38. 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."

39. 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."

40. 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

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

5 Civil Penalties Under Labor Code § 226.3

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

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

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

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

26 Violation of Labor Code § 558

27 45. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
28 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating

1 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
2 penalty as follows:

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

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

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

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

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

19
20 Violation of Labor Code § 1174.5

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

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

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

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

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

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

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

26 Violation of Labor Code § 1197.1

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

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

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

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

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

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

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

Civil Penalties Under Labor Code § 2699

57. 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.

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

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

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

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1 **PRAYER**

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

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

12 Dated: May 19, 2026

BIBIYAN LAW GROUP, P.C.

13
14 BY: /s/ Bevin Pike

15 BEVIN PIKE

16 LAUREL HOLMES

17 Attorneys for Plaintiff RODERICK VICEDO
18 and on behalf of all other Aggrieved
19 Employees
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