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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

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

Plaintiff,

v.

WALL TO WALL, LLC dba VEEV GROUP,
INC., a Delaware limited liability company;
LENNAR CORPORATION, a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

ELECTRONICALLY FILED

Superior Court of California,

County of Alameda

02/19/2026 at 07:03:27 PM

By: Andrel Gospel,

Deputy Clerk

CASE NO.: **26CV172057**

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
2 Plaintiff Yovanik Flores (“Plaintiff”), as an Aggrieved Employee, and on behalf of all other
3 Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004, alleges as
4 follows:

5 **INTRODUCTION**

6 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
7 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Wall to Wall, LLC a
8 California limited liability company doing business as Veev Group, Inc., and any of its respective
9 subsidiaries or affiliated companies within the State of California (“WTW”), and Lennar
10 Corporation, a California corporation, and any of its respective subsidiaries or affiliated companies
11 within the State of California (“Lennar”) (hereinafter, collectively, “Defendants”) as a proxy of the
12 Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of
13 Plaintiff and all Aggrieved Employees that worked for Defendants during the PAGA Period.
14 Specifically, in connection with any alleged claims for failure to comply with Labor Code sections
15 96, 98.6Click or tap here to enter text.201, 202, 203, 204, 210, 221, 223, 226, 226.2, 226.3, 226.7,
16 227.3, 232, 232.5, 233, 234, 245, 246, 432, 432.5, 510, 512, 551, 552, 558, 1102.5, 1174, 1174.5,
17 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 1197.5, 2800, 2802, 2810.5, 2699, Business
18 and Professions Code sections 16600 and 16700, 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 YOVANIK FLORES is a resident of the State of California. At all relevant
27 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 employed Plaintiff as a non-exempt employee. Plaintiff’s duties included, but were not limited to,

1 being responsible for dispensing materials to different departments. Plaintiff is informed and
2 believes, and based thereon alleges, that Plaintiff YOVANIK FLORES worked for Defendants from
3 approximately February of 2024 through approximately February of 2025.

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

9 4. Plaintiff is informed and believes and based thereon alleges that defendant Lennar
10 is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of
11 the laws of the State of Delaware and doing business in the County of Alameda, State of California.
12 Plaintiff is informed and believes and based thereon alleges that Lennar acquired WTW.

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

20 **JOINT LIABILITY ALLEGATIONS**

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

27 7. Plaintiff is informed and believes and based thereon alleges that all the times
28 mentioned herein, each of the Defendants was the agent, principal, employee, employer,

1 representative, joint venture or co-conspirator of each of the other defendants, either actually or
2 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
3 employment, joint venture, and conspiracy.

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

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

15 **JURISDICTION**

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

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

26 **PAGA REPRESENTATIVE ALLEGATIONS**

27 12. Plaintiff is an “Aggrieved Employee” under PAGA, as Plaintiff was employed by
28 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein, even

1 if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks to
2 recover civil penalties under PAGA, plus reasonable attorneys' fees and costs, for Plaintiff and all
3 other Aggrieved Employees of Defendants during the PAGA Period.

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

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

12 15. Pursuant to Labor Code section 2699.3, on or around June 20, 2025, Plaintiff
13 provided written notice of Defendants' violation of various provisions of the Labor Code to the
14 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

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

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

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

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

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

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

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

18 **FACTUAL ALLEGATIONS**

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

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

1 24. Upon information and belief, Defendants failed to accurately track and/or pay for all
2 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
3 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
4 including, without limitation, by requiring Plaintiff and Aggrieved Employees to make and receive
5 emails and text messages off the clock from Employee's Team Lead with instructions on duties to
6 perform.

7 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 violated, without limitation, Labor Code sections 223, 551, 552, 1197, 1182.12, and applicable
9 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
10 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
11 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiff is further
12 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
13 violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
14 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
15 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
16 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

17 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
18 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
19 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
20 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
21 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
22 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; not
23 providing timely meal periods; failing to provide first and second meal periods; providing short
24 meal periods, including without, limitation meal periods that were recorded for less than thirty
25 minutes; time spent having to wait in line to clock back in; requiring that employees carry cellular
26 telephones during meal periods; not permitting employees to leave the premises; and otherwise
27 requiring on-duty/on-call meal periods. Plaintiff and other Aggrieved Employees personally
28 suffered these violations. Consequently, Plaintiff is informed and believes, and based thereon

1 alleges, that Defendants violated Labor Code sections 512 and 1198 each day for each Aggrieved
2 Employee during the PAGA Period, and thus each Aggrieved Employee was owed one hour of
3 premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor
4 Code section 226.7. However, Plaintiff is informed and believes that those premium payments under
5 Labor Code section 226.7 were not made for these non-compliant meal periods, either at all or at
6 the proper regular rate of pay. Defendants would thus be liable for civil penalties pursuant to Labor
7 Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to
8 authorize the taking of compliant meal periods and for failing to provide premium pay under Labor
9 Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
10 informed and believes, and based thereon alleges, that Defendants' conduct that gave rise to such
11 violations and was malicious, fraudulent, or oppressive. As such, Defendants are further liable for
12 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
15 including, without limitation, work over four-hour periods (or major fractions thereof) without
16 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
17 and complete ten-minute rest periods in which the employees are completely relieved of all of their
18 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
19 rest periods by, without limitation, failing to provide rest periods all together; failing to provide rest
20 periods that were at least ten minutes in length, including rest periods that were shorter than ten
21 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
22 than ten uninterrupted minutes due to, without limitation, walking time; interrupting rest periods;
23 requiring Aggrieved Employees carry cellular telephones or during rest periods; not providing rest
24 periods in a timely fashion; and not permitting Aggrieved Employees to leave the premises during
25 rest periods. Plaintiff and other Aggrieved Employees personally suffered these violations.
26 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated
27 the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and
28 that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay

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

11 28. As a result of, among other things, Defendants' herein-described policy or practice
12 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
13 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
14 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
15 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
16 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
17 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
18 inclusive dates of the period for which the employee is paid; the name of the employee and only the
19 last four digits of their social security number or an employee identification number other than a
20 social security number; all deductions; all applicable hourly rates in effect during the pay period and
21 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
22 address of the employer, and other such information as required by Labor Code section 226,
23 subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized
24 wage statements that accurately reflect the hours worked by Plaintiff and other Aggrieved
25 Employees and the rates of pay at which they were or should have been paid (including due to failure
26 to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and
27 paid at each rate, as well. Consequently, Plaintiff is informed and believes, and based thereon
28 alleges, that Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved

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

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

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

1 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for their costs incurred
2 for the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence
3 of the discharge of their duties, or of their obedience to the directions of Defendants, as required by
4 Labor Code sections 1198, 2800, 2802, and other statutory and common law offenses. As a result,
5 Plaintiff and other Aggrieved Employees have personally suffered these violations and Defendants
6 are liable to reimburse Plaintiff and other Aggrieved Employees for these costs incurred in
7 furtherance of work duties. Defendants would thus be liable for civil penalties pursuant to Labor
8 Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
9 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above
10 gave rise to such violations and was malicious, fraudulent, or oppressive. As such, Defendants
11 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

22 32. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
23 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
24 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
25 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
26 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
27 any calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
28 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff

1 and other Aggrieved Employees every day and every workweek in accordance with Labor Code
2 sections 204 and 1198. Plaintiff is informed and believes, and based thereon alleges, that
3 Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees have
4 personally suffered these violations. As such, Defendants would be liable for civil penalties pursuant
5 to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
6 2699(k). Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct
7 above gave rise to such violations and was malicious, fraudulent, or oppressive. Therefore,
8 Defendants would further be liable for civil penalties pursuant to Labor Code section
9 2699(f)(2)(B)(ii).

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

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

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

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

1 Employees personally suffered these violations. Plaintiff is further informed and believes, and based
2 thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious,
3 fraudulent, or oppressive. Among other relief, employees may collect from Defendants in
4 connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and
5 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
6 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

7 36. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
8 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or
9 disclosing the skills, knowledge and experience they obtained at Defendants for purposes of
10 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
11 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
12 from disclosing who else works at Defendants and under what circumstances that they might be
13 receptive to an offer from a rival employer. As such, Plaintiff is informed and believes that this
14 violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof,
15 various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5,
16 subdivision (k), and 1198, and that Plaintiff and other Aggrieved Employees have personally
17 suffered these violations. Plaintiff is further informed and believes, and based thereon alleges, that
18 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
19 oppressive. Defendants would be liable for civil penalties pursuant to Labor Code sections 1198 and
20 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
21 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

22 37. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
23 has a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing
24 violations of state and federal law, either within to their managers or outside to private attorneys or
25 government officials, among others, in violation of Labor Code section 1102.5. Specifically,
26 Employers required Employee to sign a "Employee Proprietary Information and Invention
27 Assignment Agreement" that is illegal as it prevents Employee from disclosing "information about
28 compensation". Plaintiff and other Aggrieved Employees personally suffered these violations. In

1 addition, Plaintiff is informed and believes that these policies and/or practices prevent Plaintiff and
2 other Aggrieved Employees from disclosing information about unsafe or discriminatory working
3 conditions, or about wage and hour violations in violation of Labor Code sections 232, 232.5 and
4 1198. Plaintiff and other Aggrieved Employees personally suffered these violations of the Labor
5 Code, and as such, these violations would expose Defendants to liability for civil penalties pursuant
6 to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
7 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above
8 gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would further
9 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

10 38. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
11 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in
12 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
13 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
14 96(k), 98.6, 232, 232.5, 1197.5(k), and 1198. Specifically, Employers required Employee to sign a
15 "Employee Proprietary Information and Invention Assignment Agreement" that illegal as it prevents
16 Employee from disclosing "information about compensation". Plaintiff and other Aggrieved
17 Employees personally suffered these violations. Plaintiff is informed and believes that this lawful
18 conduct includes, without limitation, the exercise of Plaintiff and other Aggrieved Employee's
19 constitutional rights of freedom of speech and economic liberty and would thus expose Defendants
20 to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief
21 under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon
22 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
23 or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
24 2699(f)(2)(B)(ii).

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

1 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
2 purported confidentiality agreements, and other written documents presented for signature and/or
3 assent to Plaintiff and/or Aggrieved Employees by Defendants. Defendants also required Plaintiff
4 and Aggrieved Employees to inform prospective employers of Defendants' restrictions of Plaintiff's
5 and Aggrieved Employees' freedom to work. As a result, Plaintiff is informed and believes that
6 Defendants violated Labor Code sections 432.5 and 1198. As such, Plaintiff is informed and
7 believes, and based thereon alleges, that Plaintiff and other Aggrieved Employees personally
8 suffered these violations, and that Defendants violated, without limitation, Labor Code section 432.5
9 and Government Code section 12952, entitling Plaintiff and other Aggrieved Employees to
10 damages. Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
11 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants
12 would also be liable for civil penalties pursuant to Labor Code sections 432.5, 1198, and 2699, or
13 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
14 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

19 **FIRST AND ONLY CAUSE OF ACTION**

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

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

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

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

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

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

17 Civil Penalties Under Labor Code § 226.3

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

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

25 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
26 and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
27 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements
28 that accurately reflect gross wages earned; total hours worked; net wages earned; the name and

1 address of each employer with whom they have been placed to work; all applicable hourly rates in
2 effect during the pay period and the corresponding number of hours worked at each hourly rate;;
3 and other such information as required by Labor Code section 226, subdivision (a).

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

9 Violation of Labor Code § 558

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

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

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

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

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

25 51. As a direct and proximate result of the herein-described Labor Code violations,
26 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
27 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
28 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars

1 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

2 Violation of Labor Code § 1174.5

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

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

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

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

27 56. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
28 willfully failed to keep adequate or accurate time records including wage statements and similar

1 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
2 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
3 under Labor Code section 1174.

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

8 Violation of Labor Code § 1197.1

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

15 (1) For any initial violation that is intentionally committed, one hundred dollars
16 (\$100) for each underpaid employee for each pay period for which the
17 employee is underpaid. This amount shall be in addition to an amount
18 sufficient to recover underpaid wages, liquidated damages pursuant to Section
19 1194.2, and any applicable penalties imposed pursuant to Section 203.

20 (2) For each subsequent violation for the same specific offense, two hundred fifty
21 dollars (\$250) for each underpaid employee for each pay period for which the
22 employee is underpaid regardless of whether the initial violation is
23 intentionally committed. This amount shall be in addition to an amount
24 sufficient to recover underpaid wages, liquidated damages pursuant to Section
25 1194.2, and any applicable penalties imposed pursuant to Section 203.

26 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
27 Section 203, recovered pursuant to this section shall be paid to the affected
28 employee."

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

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

Civil Penalties Under Labor Code § 2699

61. 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.

62. 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.

63. 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.

64. 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: February 19, 2026

BIBIYAN LAW GROUP, P.C.

13
14 BY: /s/ Sarah H. Cohen

15 SARAH H. COHEN
16 LIZETTE RODRIGUEZ
TAYLOR N. BALLOLU

17 Attorneys for Plaintiff YOVANIK FLORES
18 and on behalf of all other Aggrieved
19 Employees
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