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Superior Court of California,
County of Alameda

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GASGA NOYOLA, as an aggrieved Employee,
and on behalf of all other aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

MARIA DEL CARMEN GASGA NOYOLA,
as an Aggrieved Employee, and on behalf of
all other Aggrieved Employees under the
Labor Code Private Attorneys General Act of
2004,

Plaintiff

v.

VOLT MANAGEMENT CORP, a Delaware
corporation; QUANTA COMPUTER USA,
INC., a California corporation; QUANTA
MANUFACTURING INCORPORATION, a
California corporation; QUANTA SERVICE
INCORPORATION, a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: **26CV167239**

REPRESENTATIVE ACTION

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

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

1 Plaintiff MARIA DEL CARMEN GASGA NOYOLA (“Plaintiff”), as an Aggrieved
2 Employee, and on behalf of all other Aggrieved Employees under the Labor Code Private Attorneys
3 General Act of 2004 (“PAGA”), 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 VOLT
7 MANAGEMENT CORP., a Delaware stock corporation, and any of its respective subsidiaries or
8 affiliated companies within the State of California (“VOLT”); QUANTA COMPUTER USA, INC.,
9 a California corporation, and any of its respective subsidiaries or affiliated companies within the
10 State of California (“QUANTA COMPUTER”); QUANTA MANUFACTURING
11 INCORPORATION, a California corporation, and any of its respective subsidiaries or affiliated
12 companies within the State of California (“QUANTA MANUFACTURING”); and QUANTA
13 SERVICE INCORPORATION, a California corporation, and any of its respective subsidiaries or
14 affiliated companies within the State of California (“QUANTA SERVICE”) (hereinafter,
15 collectively, with DOES 1 through 100, as further defined below, “Defendants”), as a proxy of the
16 Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of
17 Plaintiff and all Aggrieved Employees that worked for Defendants during the PAGA Period.
18 Specifically, in connection with any alleged claims for failure to comply with Labor Code sections
19 96, 98.6, 201, 201.3, 202, 203, 204, 206.5, 210, 221, 223, 226, 226.2, 226.3, 226.7, 227.3, 232,
20 232.5, 233, 234, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 510, 512, 551, 552, 558, 1102.5, 1174,
21 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 1197.5, 2800, 2802, 2810.3, 2810.5,
22 2699, among others, Business and Professions Code sections 16600 and 16700, Government Code
23 section 12952, as well as applicable Wage Orders, Plaintiff seeks to represent all current and former
24 employees that worked for Defendants during the PAGA Period. On all other claims mentioned
25 herein, Plaintiff seeks to represent only non-exempt current and former employees that worked for
26 Defendants during the PAGA Period. Collectively, these employees are herein referred to as
27 “Aggrieved Employees.” The “PAGA Period” refers to three years preceding the date notice was
28 submitted to the LWDA, continuing past the date of notice to the LWDA into perpetuity.

PARTIES

2. Plaintiff MARIA DEL CARMEN GASGA NOYOLA is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-exempt employee. Plaintiff worked as a janitor with duties that included, but were not limited to, cleaning bathrooms, work areas, hallways, and taking out garbage. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff MARIA DEL CARMEN GASGA NOYOLA worked for Defendants from approximately March of 2024 through approximately November of 2024.

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

4. Plaintiff is informed and believes and based thereon alleges that defendant QUANTA COMPUTER is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of California and doing business in the County of Alameda, State of California. At all relevant times herein, QUANTA COMPUTER employed Plaintiff and Aggrieved Employees within the State of California.

5. Plaintiff is informed and believes and based thereon alleges that defendant QUANTA MANUFACTURING is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of California and doing business in the County of Alameda, State of California. At all relevant times herein, QUANTA MANUFACTURING employed Plaintiff and Aggrieved Employees within the State of California.

6. Plaintiff is informed and believes and based thereon alleges that defendant QUANTA SERVICE is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of California and doing business in the County of Alameda, State of California. At all relevant times herein, QUANTA SERVICE employed Plaintiff and Aggrieved Employees within the State of California.

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

8 **JOINT LIABILITY ALLEGATIONS**

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

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

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

aforementioned corporate employees, agents and representatives.

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

JURISDICTION

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

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

PAGA REPRESENTATIVE ALLEGATIONS

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

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

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

1 17. Pursuant to Labor Code section 2699.3, on or around June 6, 2025, Plaintiff provided
2 written notice of Defendants' violation of various provisions of the Labor Code to the LWDA online
3 and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

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

7 19. Plaintiff also provided Defendants, and each of them, with notice under Labor Code
8 section 2810.3, subdivision (d) that Plaintiff would seek to hold them liable for each other's wage
9 and hour violations under Labor Code section 2810.3 on March 19, 2025, by certified mail with
10 return receipt requested.

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

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

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

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

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

FACTUAL ALLEGATIONS

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

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

27. Upon information and belief, Defendants failed to accurately track and/or pay for all minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay. Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock, including, without limitation, by requiring Plaintiff and Aggrieved Employees to suffer under Defendants' control due to, without limitation: don and doff uniforms and/or safety equipment off the clock.

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1 28. In addition, Defendants failed to include all forms of remuneration, including non-
2 discretionary bonuses, incentive pay, shift premiums, meal allowances, mask allowances, gift cards
3 and other forms of remuneration] into the regular rate of pay during pay periods where overtime
4 was worked. Plaintiff is informed and believes, and based thereon alleges, that Defendants violated,
5 without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable Wage
6 Orders based on its continued failure to pay minimum and overtime wages for all hours worked.
7 Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated damages under,
8 without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiff is further informed and
9 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
10 was malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties
11 pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1, 1198 and
12 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
13 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

14 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
15 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
16 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
17 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
18 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
19 Aggrieved Employees lawful meal periods by, without limitation by interrupting meal periods; not
20 providing timely meal periods; failing to provide first and second meal periods; providing short
21 meal periods, including without, limitation meal periods that were recorded for less than 30 minutes,
22 and meal periods that may appear on the record to be 30 minutes or longer but in practice were
23 shorter than thirty minutes due to walking time; and time spent having to wait in line to clock back
24 in; having to don and doff safety gear and/or uniforms. Plaintiff and other Aggrieved Employees
25 personally suffered these violations. Consequently, Plaintiff is informed and believes, and based
26 thereon alleges, that Defendants violated Labor Code sections 512 and 1198 each day for each
27 Aggrieved Employee during the PAGA Period, and thus each Aggrieved Employee was owed one
28 hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under

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

10 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
12 including, without limitation, work over four-hour periods (or major fractions thereof) without
13 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
14 and complete ten-minute rest periods in which the employees are completely relieved of all of their
15 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
16 rest periods by, without limitation, failing to provide rest periods all together; failing to provide rest
17 periods that were at least ten minutes in length, including rest periods that were shorter than ten
18 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
19 than ten uninterrupted minutes due to, without limitation, due to walking time; time spent having to
20 don and doff safety gear and/or uniforms during the rest period; interrupting them; and not providing
21 rest periods in a timely fashion. Plaintiff and other Aggrieved Employees personally suffered these
22 violations. Consequently, Plaintiff is informed and believes, and based thereon alleges, that
23 Defendants violated the applicable Wage Order(s) each day for each Aggrieved Employee during
24 the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at
25 their regular rate of pay for each day worked during the PAGA Period under Labor Code section
26 226.7. However, Plaintiff is informed and believes that those premium payments under Labor Code
27 section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper
28 regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Defendants would thus be

1 liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages),
2 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing
3 to provide premium pay under Labor Code section 226.7, or injunctive relief under sections
4 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that
5 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
6 oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code section
7 2699(f)(2)(B)(ii).

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

1 under Labor Code section 226 were not paid for these violations of Labor Code section 226.
2 Defendants would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558,
3 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
4 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
5 violations and was malicious, fraudulent, or oppressive. Thus, Defendants would further be liable
6 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

7 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
8 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
9 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
10 failing to pay all overtime wages owed, including for failure to pay overtime at the proper rate of
11 pay; all minimum wages; and all premium pay owed; and all paid sick leave, vacation pay and paid
12 time off, as set forth above, among other things. Consequently, Plaintiff is informed and believes,
13 and based thereon alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198
14 each pay period for each Aggrieved Employee during the PAGA Period, and thus Plaintiff and each
15 Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code
16 section 203 for each pay period worked during the PAGA Period. However, Plaintiff is informed
17 and believes that those penalties under Labor Code section 203 were not made for these violations
18 of Labor Code sections 201, 202, and 203. Defendants would thus be liable for civil penalties
19 pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
20 and 2699(j). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
21 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
22 Defendants would further be liable for civil penalties pursuant to Labor Code section
23 2699(f)(2)(B)(ii).

24 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
25 and have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid
26 time off and vacation time owed upon separation of employment as wages at their final rate of pay
27 in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Plaintiff and other
28 Aggrieved Employees have personally suffered these violations and Defendants would be liable for

1 civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and
2 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and
3 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
4 was malicious, fraudulent, or oppressive. Therefore, Defendants would further be liable for civil
5 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

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

11 36. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
12 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
13 statements and similar payroll documents under Labor Code section 226, documents signed to
14 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
15 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
16 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Defendants
17 also failed to provide these documents to Plaintiff and other Aggrieved Employees upon request
18 made on March 19, 2025, in violation of these Labor Code sections. Plaintiff and the Aggrieved
19 Employees personally suffered these violations, which in turn would entitle Plaintiff and other
20 Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants
21 would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699.
22 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above
23 gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would further
24 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

25 37. Plaintiff is further informed and believes, and based thereon alleges that Defendants
26 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor
27 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
28 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay

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

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

21 **FIRST AND ONLY CAUSE OF ACTION**

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

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

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

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

1 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
2 between the 1st and 10th day of the following month.”

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

10 42. At all relevant times herein, Defendants have had a consistent policy or practice of
11 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
12 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
13 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
14 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
15 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
16 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
17 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
18 violation in connection with each payment that was made in violation of Labor Code section 204.

19 Civil Penalties Under Labor Code § 226.3

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

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

27 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
28 and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by

1 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements
2 that accurately reflect gross wages earned; total hours worked; net wages earned; the name and
3 address of each employer with whom they have been placed to work; all applicable hourly rates in
4 effect during the pay period and the corresponding number of hours worked at each hourly rate; and
5 other such information as required by Labor Code section 226, subdivision (a).

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

11 Violation of Labor Code § 558

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

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

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

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

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

27 49. As a direct and proximate result of the herein-described Labor Code violations,
28 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover

1 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
2 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
3 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

4 Violation of Labor Code § 1174.5

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

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

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

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

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

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

Violation of Labor Code § 1197.1

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

- (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
- (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

///

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

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

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

14 Civil Penalties Under Labor Code § 2699

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

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

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

27 62. Moreover, Plaintiff and other Aggrieved Employees within the State of California
28 whom Plaintiff seeks to represent are entitled to an award of reasonable attorneys’ fees and costs in

1 connection with their herein-described claims for civil penalties.

2 **PRAYER**

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

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

13
14 Dated: January 23, 2026

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16 BY: */s/ Henry G. Glitz*

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20 GASGA NOYOLA and on behalf of all other
21 Aggrieved Employees
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25
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