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Attorneys for Plaintiffs JOSE ROSAS,
MARCO ANTONIO CASILLAS, and VICTOR RAMIREZ,
as Aggrieved Employees, and on behalf of all other
Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JOSE ROSAS, MARCO ANTONIO
CASILLAS, and VICTOR RAMIREZ, as
Aggrieved Employees, and on behalf of all
other Aggrieved Employees under the Labor
Code Private Attorneys' General Act of 2004,

Plaintiffs

v.

MENASHA PACKAGING COMPANY,
LLC, a Wisconsin limited liability company;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: CIVSB2613100

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 Plaintiffs Jose Rosas, Marco Antonio Casillas, and Victor Ramirez (“Plaintiffs”), as
2 Aggrieved Employees, and on behalf of all other Aggrieved Employees under the Labor Code
3 Private Attorneys’ General Act of 2004, alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Menasha Packaging
7 Company, LLC, a Wisconsin limited liability company, and any of its respective subsidiaries or
8 affiliated companies within the State of California (“Menasha”), (hereinafter, Menasha, collectively,
9 with DOES 1 through 100, as further defined below, “Defendants”) as a proxy of the Labor and
10 Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiffs and
11 all Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically, in
12 connection with any alleged claims for failure to comply with Labor Code sections 200, 201, 202,
13 203, 204, 210, 221, 223, 226, 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.5, 1102.5, 1197.5, 1198,
14 including restraints on competition, whistleblowing and freedom of speech and applicable Wage
15 Orders. Plaintiffs seek to represent all current and former employees that worked for Defendants
16 during the PAGA Period. On all other claims mentioned herein, Plaintiffs seek to represent only
17 non-exempt current and former employees that worked for Defendants during the PAGA Period.
18 Collectively, these employees are herein referred to as “Aggrieved Employees.” The “PAGA
19 Period” refers to one year preceding the date notice was submitted to the LWDA, continuing past
20 the date of notice to the LWDA into perpetuity.

21 **PARTIES**

22 2. Plaintiff JOSE ROSAS is a resident of the State of California. At all relevant times
23 herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed
24 Plaintiff as a non-exempt employee. Plaintiff worked as a forklift driver with duties that included,
25 but were not limited to, forklift driving. Plaintiff is informed and believes, and based thereon
26 alleges, that Plaintiff JOSE ROSAS worked for Defendants from approximately October of 2023
27 through approximately March of 2025.

28 3. Plaintiff MARCO ANTONIO CASILLAS is a resident of the State of California. At

1 all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that
2 Defendants employed Plaintiff as a non-exempt employee. Plaintiff worked as a forklift driver with
3 duties that included, but were not limited to, forklift driving. Plaintiff is informed and believes, and
4 based thereon alleges, that Plaintiff MARCO ANTONIO CASILLAS worked for Defendants from
5 approximately June of 2023 through to the present.

6 4. Plaintiff VICTOR RAMIREZ is a resident of the State of California. At all relevant
7 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 employed Plaintiff as a non-exempt employee. Plaintiff worked on the production line with duties
9 that included, but were not limited to, working the production line. Plaintiff is informed and
10 believes, and based thereon alleges, that Plaintiff VICTOR RAMIREZ worked for Defendants from
11 approximately June of 2023 through to the present.

12 5. Plaintiffs are informed and believe and based thereon allege that defendant Menasha
13 is, and at all times relevant hereto was, a limited liability company organized and existing under and
14 by virtue of the laws of the State of Wisconsin and doing business in the County of San Bernardino,
15 State of California. At all relevant times herein, Menasha employed Plaintiffs and Aggrieved
16 Employees within the State of California.

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

24 **JOINT LIABILITY ALLEGATIONS**

25 7. Plaintiffs are informed and believe, and based thereon allege, that each defendant
26 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
27 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant are
28 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made

1 to "Defendants," it shall include Menasha, and any of their parent, subsidiary, or affiliated
2 companies within the State of California, as well as DOES 1 through 100 identified herein.

3 8. Plaintiffs are informed and believe and based thereon allege that all the times
4 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
5 representative, joint venture, or co-conspirator of each of the other defendants, either actually or
6 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
7 employment, joint venture, and conspiracy.

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

17 10. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based
18 thereon allege that Defendants, and each of them, are joint employers.

19 **JURISDICTION**

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

22 12. Venue is proper in San Bernardino County, California pursuant to Code of Civil
23 Procedure sections 392, *et seq.* because, among other things, San Bernardino County is where the
24 causes of action complained of herein arose; the county in which the employment relationship
25 began; the county in which performance of the employment contract, or part of it, between Plaintiffs
26 and Defendants were due to be performed; the county in which the employment contract, or part of
27 it, between Plaintiffs and Defendants were actually performed; and the county in which Defendants,
28 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiffs

1 and Aggrieved Employees in San Bernardino County, and Defendants employ Aggrieved
2 Employees in San Bernardino County.

3 **PAGA REPRESENTATIVE ALLEGATIONS**

4 13. Plaintiffs as “Aggrieved Employees” under PAGA, as Plaintiffs were employed by
5 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein, even
6 if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiffs seek to
7 recover civil penalties under PAGA, plus reasonable attorneys’ fees and costs, for Plaintiffs and all
8 other Aggrieved Employees of Defendants during the PAGA Period.

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

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

17 16. Pursuant to Labor Code section 2699.3, on or around February 16, 2026, Plaintiffs
18 provided written notice of Defendants’ violation of various provisions of the Labor Code to the
19 LWDA online and by certified mail, with return receipt requested, to Defendants (“PAGA Notice”).

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

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

28 19. In the event that Defendants, or either of them, is/are determined to have satisfied

1 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
2 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
3 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

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

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

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

24 **FACTUAL ALLEGATIONS**

25 23. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew,
26 or should have known, that Plaintiffs and Aggrieved Employees are entitled to receive wages for all
27 time worked, including regular, overtime, and double times wages, and that Plaintiffs and Aggrieved
28 Employees were not receiving all wages owed for work that was required to be performed.

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

6 25. Upon information and belief, Defendants failed to accurately track and/or pay for all
7 minutes actually worked by Plaintiffs and Aggrieved Employees at the proper rates of pay.
8 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
9 including, without limitation, by requiring Plaintiffs and Aggrieved Employees to don and doff
10 uniforms and/or safety equipment off the clock; and to make or receive phone calls and walkie talkie
11 communications off the clock.

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

14 27. Plaintiffs are informed and believe, and based thereon allege, that Defendants
15 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
16 Wage Orders based on their continued failure to pay minimum and overtime wages for all hours
17 worked. Thus, Plaintiffs and other Aggrieved Employees are entitled to actual and liquidated
18 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiffs are
19 further informed and believe, and based thereon allege, that Defendants' conduct above gave rise to
20 such violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for
21 civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558,
22 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
23 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

24 28. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
25 each of them, had and have a policy or practice of compelling Plaintiffs and other Aggrieved
26 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
27 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
28 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiffs and

1 Aggrieved Employees lawful meal periods by, without limitation, by interrupting meal periods; not
2 providing timely meal periods; failing to provide first and second meal periods; providing short
3 meal periods, including without, limitation meal periods that were recorded for less than thirty
4 minutes, and meal periods that may appear on the record to be thirty minutes or longer but in
5 practice were shorter than thirty minutes due to walking time; time spent having to wait in line to
6 clock back in, and time spend receiving calls on his personal cell phone and the company issued
7 walkie talkie; having to don and doff safety gear and/or uniforms; and /or having to retrieve and
8 store personal belongings during the meal period as personal items were not permitted on the
9 warehouse floor; requiring that employees carry cellular telephones as well as company issued
10 walkie-talkies during meal periods; and otherwise requiring on-duty/on-call meal period. Plaintiffs
11 and other Aggrieved Employees personally suffered these violations. Consequently, Plaintiffs are
12 informed and believe, and based thereon allege, that Defendants violated Labor Code sections 512
13 and 1198 each day for each Aggrieved Employee during the PAGA Period, and thus each Aggrieved
14 Employee was owed one hour of premium pay at their regular rate of pay for each day worked
15 during the PAGA Period under Labor Code section 226.7. However, Plaintiffs are informed and
16 believe that those premium payments under Labor Code section 226.7 were not made for these non-
17 compliant meal periods, either at all or at the proper regular rate of pay. Defendants would thus be
18 liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages),
19 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and for failing
20 to provide premium pay under Labor Code section 226.7, or injunctive relief under sections
21 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based thereon allege, that
22 Defendants' conduct that gave rise to such violations and was malicious, fraudulent, or oppressive.
23 As such, Defendants are further liable for civil penalties pursuant to Labor Code section
24 2699(f)(2)(B)(ii).

25 29. Plaintiffs are informed and believe, and based thereon allege, that Defendants
26 maintain policies or practices of compelling Plaintiffs and other Aggrieved Employees every day
27 to, including, without limitation, work over four-hour periods (or major fractions thereof) without
28 authorizing and permitting Plaintiffs and other Aggrieved Employees to take uninterrupted, timely,

1 and complete ten-minute rest periods in which the employees are completely relieved of all of their
2 duties. By way of example, Defendants regularly denied Plaintiffs and Aggrieved Employees lawful
3 rest periods by, without limitation, by failing to provide rest periods all together; failing to provide
4 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
5 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
6 than ten uninterrupted minutes due to, without limitation, due to walking time; time spent having to
7 don and doff safety gear and/or uniforms during the rest period; having to retrieve and store personal
8 belongings during the rest period as personal items were not permitted on the warehouse floor;
9 interrupting them as Plaintiffs frequently received work related phone calls on their personal cell
10 phones and on the company issued walkie talkie; requiring that employees carry cellular telephones
11 or walkie-talkies during rest periods; not providing rest periods in a timely fashion; and otherwise
12 requiring on-duty/on-call rest periods. Plaintiffs and other Aggrieved Employees personally
13 suffered these violations. Consequently, Plaintiffs are informed and believe, and based thereon
14 alleges, that Defendants violated the applicable Wage Order(s) each day for each Aggrieved
15 Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour
16 of premium pay at their regular rate of pay for each day worked during the PAGA Period under
17 Labor Code section 226.7. However, Plaintiffs are informed and believe that those premium
18 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
19 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
20 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
21 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking
22 of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7,
23 or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and
24 believe, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
25 was malicious, fraudulent, or oppressive. As such, Defendants are further liable for civil penalties
26 pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 30. As a result of, among other things, Defendants' herein-described policy or practice
28 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide

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

26 31. Plaintiffs are informed and believe, and based thereon allege, that Defendants also
27 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
28 compensation to Plaintiffs and other terminated or resigned employees, including but not limited to,

1 failing to pay all overtime wages owed, including for failure to pay at overtime the proper rate of
2 pay; all minimum wages; and all premium pay owed; and all vacation pay and paid time off, as set
3 forth above, among other things. Consequently, Plaintiffs are informed and believe, and based
4 thereon alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198 each pay
5 period for each Aggrieved Employee during the PAGA Period, and thus Plaintiffs and each
6 Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code
7 section 203 for each pay period worked during the PAGA Period. However, Plaintiffs are informed
8 and believe that those penalties under Labor Code section 203 were not made for these violations
9 of Labor Code sections 201, 202, and 203. Defendants would thus be liable for civil penalties
10 pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
11 and 2699(j). Plaintiffs are further informed and believe, and based thereon allege, that Defendants'
12 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
13 Defendants would further be liable for civil penalties pursuant to Labor Code section
14 2699(f)(2)(B)(ii).

15 32. Plaintiffs are informed and believes, and based thereon alleges that Defendants also
16 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
17 limitation, Plaintiffs and other Aggrieved Employees, with their costs incurred for the purchase and
18 maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge of
19 their duties, or of their obedience to the directions of Defendants, as required by Labor Code sections
20 1198, 2800, 2802, and other statutory and common law offenses. As a result, Plaintiffs and other
21 Aggrieved Employees have personally suffered these violations and Defendants are liable to
22 reimburse Plaintiffs and other Aggrieved Employees for these costs incurred in furtherance of work
23 duties. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 558,
24 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further
25 informed and believe, and based thereon allege, that Defendants' conduct above gave rise to such
26 violations and was malicious, fraudulent, or oppressive. As such, Defendants would further be liable
27 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

27 35. Plaintiffs are further informed and believe, and based thereon allege, that Defendants
28 have or had a policy or practice of failing to provide Plaintiffs and other Aggrieved Employees with

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

16 36. Plaintiff is informed and believes, and based thereon alleges, as follows: Defendants
17 knew or should have known it imposed systematic quota and production demands on Plaintiff and
18 other Aggrieved Employees which violated the rights of Plaintiff and Aggrieved Employees under
19 Labor Code sections 2100, *et seq.* Specifically, Plaintiff is informed and believes, and based thereon
20 alleges, that Defendants had a duty to ensure its production demands/quotas did not prevent Plaintiff
21 and Aggrieved Employees from complying with laws pertaining to meal periods, rest periods,
22 bathroom breaks (including, without limitation, reasonable travel time to and from bathroom
23 facilities), and/or exposing them to safety or Occupational Safety and Health Administration
24 ("OSHA") hazards. Defendants, or some of them, constitute a "covered employer" and its
25 warehouse employees are "covered employees." Defendants, or some of them, implement quotas
26 as defined in Labor Code section 2100, subdivision (h) and subjects Plaintiff and Aggrieved
27 Employees to adverse employment actions as defined in Labor Code section 2102. Furthermore,
28 Defendants, or some of them, willfully, knowingly and intentionally established quotas that harmed

1 Plaintiff and Aggrieved Employees all to increase Defendants' profits without concern for employee
2 safety. Defendants, in fact, tracked meals, rest, and recovery periods, that were not provided and
3 did nothing to change its policies and practices. Defendants also restricted and monitored the use
4 of bathroom facilities and charged the time Plaintiff and Aggrieved Employees used the bathroom
5 against their quota. In other words, Plaintiff and Aggrieved Employees who did not wait to use the
6 restroom during meal or rest periods or before or after their shift, were penalized for not meeting
7 the quota either through reprimands, warnings, and termination. Defendants maintained a point
8 system designed to prevent Plaintiff and Aggrieved Employees from complying with California law
9 as alleged in this Notice and systematically used to punish Plaintiff and Aggrieved Employees.
10 Furthermore, Defendants prevented compliance with California's meal and rest break laws and
11 failed to consider meal and rest breaks as productive time when Plaintiff and Aggrieved Employees
12 were required to remain on call in violation of Labor Code section 2103, subdivision (b). Plaintiff
13 and Aggrieved Employees were not permitted to take compliant meal breaks, rest breaks, and/or
14 rest and recovery periods when requested, due to Defendants' unlawful policy and practice to favor
15 production goals over the rights of Plaintiff and Aggrieved Employees. Consequently, Plaintiff and
16 other Aggrieved Employees were not provided with meal periods (or second meal periods); and/or
17 authorized or permitted to take rest periods (including second or third rest periods); and/or recovery
18 periods; and Defendants' policies prevented Aggrieved Employees from taking these meal, rest
19 and/or recovery periods as required by California law. Furthermore, Defendants did not provide to
20 Plaintiff and Aggrieved Employees a written description of each quota that was applicable to
21 Plaintiff and Aggrieved Employees; maintained secret (undisclosed) quotas; and failed to provide
22 written disclosures each and every time quotas changed either seasonally, daily, hourly, weekly
23 and/or monthly. This includes the number of tasks to be performed or materials that must be
24 produced or handled within a time period, and any potential adverse employment action that could
25 result from failing to meet the quota. This information has not been given by Defendants to Plaintiff
26 and Aggrieved Employees, including when hired, commencing on January 1, 2022 to the present.
27 Additionally, Defendants changed the "quota" regularly without notice, as often as per pay period.
28 Defendants were also required to provide a new written quota disclosure each and every time the

1 quota changed and failed to do so since the Notice was provided. Defendants failed to produce
2 Plaintiff's written quota disclosure upon written request pursuant to Labor Code sections 2100
3 through 2112, and failed to provide written disclosures to Plaintiff and Aggrieved Employees,
4 including new hires, since January 1, 2022, as well as to current employees each time the quota
5 changed. Defendants had and has a policy and practice of taking adverse employment action against
6 Plaintiff and Aggrieved Employees for failing to meet a quota that does not allow Plaintiff and
7 Aggrieved Employees to comply with meal and rest periods, or occupational health and safety laws
8 in the Labor Code or Division Standards, or for failure to meet a quota that has not been disclosed
9 to Plaintiff and Aggrieved Employees pursuant to Labor Code section 2101. Plaintiff thus violated
10 Labor Code sections 2100 through 2112. Plaintiff and the Aggrieved Employees personally suffered
11 these violations, which in turn would entitle Plaintiff and other Aggrieved Employees to penalties
12 prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for civil
13 penalties pursuant to Labor Code sections 558, 1174.5, 1695.55, 1198 and 2699. Plaintiff further
14 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
15 violations and was malicious, fraudulent, or oppressive, particularly given, among other reasons,
16 Defendants have been sued for these violations in the past. Thus, Defendants would further be liable
17 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

18 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 maintain policies or practices of failing to permit Plaintiff and other Aggrieved Employees from
20 taking cooldown periods every day as required under California Code of Regulations, Title 8,
21 Section 3395; and premium pay in lieu thereof under Labor Code section 226.7. Defendants would
22 thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these
23 wages), 221, 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant rest
24 periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief
25 under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon
26 alleges, that Defendants conduct above gave rise to such violations and was malicious, fraudulent,
27 or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
28 2699(f)(2)(B)(ii).

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

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

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

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

23 41. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
24 has a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing
25 violations of state and federal law, either within to their managers or outside to private attorneys or
26 government officials, among others, in violation of Labor Code section 1102.5. Plaintiff and other
27 Aggrieved Employees personally suffered these violations. In addition, Plaintiff is informed and
28 believes that these policies and/or practices prevent Plaintiff and other Aggrieved Employees from

1 disclosing information about unsafe or discriminatory working conditions, or about wage and hour
2 violations in violation of Labor Code sections 232, 232.5 and 1198. Specifically, Defendants
3 required Plaintiffs to sign a Confidentiality Agreement that included “personnel information” in the
4 list of Confidential Information. Plaintiffs and other Aggrieved Employees personally suffered these
5 violations of the Labor Code, and as such, these violations would expose Defendants to liability for
6 civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections
7 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that
8 Defendants’ conduct above gave rise to such violations and was malicious, fraudulent, or
9 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
10 2699(f)(2)(B)(ii).

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

25 43. 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, purported confidentiality agreements and other written documents presented for
2 signature and/or assent to Plaintiff and/or Aggrieved Employees by Defendants. . Specifically,
3 Defendants required Plaintiffs to sign a Confidentiality Agreement that included “personnel
4 information” in the list of Confidential Information. Defendants also required Plaintiffs and
5 Aggrieved Employees to inform prospective employers of Defendants’ restrictions of Plaintiffs’ and
6 Aggrieved Employees’ freedom to work. Defendants also required Plaintiffs and Aggrieved
7 Employees to inform prospective employers of Defendants’ restrictions of Plaintiffs’ and Aggrieved
8 Employees’ freedom to work. As a result, Plaintiffs are informed and believe that Defendants
9 violated Labor Code sections 432.5 and 1198. As such, Plaintiffs are informed and believe, and
10 based thereon allege, that Plaintiffs and other Aggrieved Employees personally suffered these
11 violations, and that Defendants violated, without limitation, Labor Code section 432.5 and
12 Government Code section 12952, entitling Plaintiffs and other Aggrieved Employees to damages.
13 Plaintiffs are further informed and believe, and based thereon allege, that Defendants’ conduct
14 above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would
15 also be liable for civil penalties pursuant to Labor Code sections 432.5, 1198, and 2699, or injunctive
16 relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties
17 pursuant to Labor Code section 2699(f)(2)(B)(ii).

18 44. Plaintiffs, in Plaintiffs’ representative capacities, seek civil penalties under Labor
19 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
20 the California Labor Code as described above, including on behalf of Plaintiffs and other Aggrieved
21 Employees pursuant to PAGA.

22 **FIRST AND ONLY CAUSE OF ACTION**

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

24 45. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the
25 preceding paragraphs as though fully set forth herein.

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

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

1 between the 16th and 26th day of the month during which the labor was performed, and labor
2 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
3 between the 1st and 10th day of the following month.”

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

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

20 Civil Penalties Under Labor Code § 226.3

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

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

28 51. Plaintiffs are informed and believe, and based thereon allege, that Defendants had

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

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

12 Violation of Labor Code § 558

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

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

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

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

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

28 55. As a direct and proximate result of the herein-described Labor Code violations,

1 pursuant to Labor Code section 558, Plaintiffs and other Aggrieved Employees are entitled to
2 recover civil penalties for Defendants' herein-described Labor Code violations in the amount fifty
3 dollars (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred
4 dollars (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

5 Violation of Labor Code § 1174.5

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

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

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

25 59. Pursuant to Labor Code section 1174.5, "[a]ny person employing labor who willfully
26 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
27 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
28 member of the commission or employees of the division to inspect records pursuant to subdivision

1 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

2 60. Plaintiffs are informed and believe, and based thereon allege, that Defendants have
3 willfully failed to keep adequate or accurate time records including wage statements and similar
4 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
5 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
6 under Labor Code section 1174.

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

11 Violation of Labor Code § 1197.1

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

18 (1) For any initial violation that is intentionally committed, one hundred dollars
19 (\$100) for each underpaid employee for each pay period for which the
20 employee is underpaid. This amount shall be in addition to an amount
21 sufficient to recover underpaid wages, liquidated damages pursuant to Section
22 1194.2, and any applicable penalties imposed pursuant to Section 203.

23 (2) For each subsequent violation for the same specific offense, two hundred fifty
24 dollars (\$250) for each underpaid employee for each pay period for which the
25 employee is underpaid regardless of whether the initial violation is
26 intentionally committed. This amount shall be in addition to an amount
27 sufficient to recover underpaid wages, liquidated damages pursuant to Section
28 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 63. Plaintiffs are informed and believe, and based thereon allege, that Defendants caused
5 Plaintiffs 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 Plaintiffs and
7 Aggrieved Employees at the proper rates of pay, as described above.

8 64. As a direct and proximate result of the herein-described Labor Code violations,
9 pursuant to Labor Code section 1197.1, Plaintiffs 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 65. 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 66. Plaintiffs are informed and believe, and based thereon allege that Defendants, and
22 each of them, violated the Labor Code sections described in the preceding paragraphs.

23 67. As such, Plaintiffs 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 68. Moreover, Plaintiffs and other Aggrieved Employees within the State of California
28 whom Plaintiffs seek 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 Plaintiffs and Aggrieved Employees, Plaintiffs pray 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 Dated: April 29, 2026

BIBIYAN LAW GROUP, P.C.

15 BY: /s/ Jason W. Rothman

16 JASON W. ROTHMAN

17 NAIRI SHIRINIAN

18 Attorneys for Plaintiffs JOSE ROSAS,
19 MARCO ANTONIO CASILLAS, and
20 VICTOR RAMIREZ, and on behalf of all
21 other Aggrieved Employees
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