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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

Attorneys for Plaintiff MARLENNE VARGAS AGUILAR,
as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

Plaintiff

v.

JOBSOURCE SANTA ANA, INC., a
California corporation; HANJIN
INTERMODAL AMERICA, INC., an Illinois
corporation; HANJIN TRANSPORTATION
COMPANY LIMITED, a Republic of Korea
corporation; HANJIN INTERNATIONAL
CORP., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: **26STCV06764**

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 MARLENNE VARGAS AGUILAR (“Plaintiff”), as an Aggrieved Employee, and
2 on behalf of all other Aggrieved Employees under the Labor Code Private Attorneys’ General Act
3 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 JOBSOURCE SANTA
7 ANA, INC., a California corporation and any of its respective subsidiaries or affiliated companies
8 within the state of California (“JOBSOURCE”); HANJIN INTERMODAL AMERICA, INC., an
9 Illinois corporation and any of its respective subsidiaries or affiliated companies within the State of
10 California (“HANJIN INTERMODAL”); HANJIN TRANSPORTATION COMPANY LIMITED,
11 a Republic of Korea corporation and any of its respective subsidiaries or affiliated companies within
12 the State of California (“HANJIN TRANSPORTATION”); HANJIN INTERNATIONAL CORP.,
13 a California corporation and any of its respective subsidiaries or affiliated companies within the
14 State of California (“HANJIN INTERNATIONAL”); (hereinafter, JOBSOURCE, HANJIN
15 INTERMODAL, HANJIN TRANSPORTATION, and HANJIN INTERNATIONAL, collectively,
16 with DOES 1 through 100, as further defined below, “Defendants”) as a proxy of the Labor and
17 Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and
18 all Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically, in
19 connection with any alleged claims for failure to comply with Labor Code sections, 201, 201.3, 202,
20 203, 204, 210, 221, 223, 226, 226.3, 226.7, 233, 234, 245, 246, 432.5, 510, 512, 551, 552, 558,
21 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1197, 1197.1, 2800, 2802, 2699, as well as applicable
22 Wage Orders, Plaintiff seeks to represent all current and former employees that worked for
23 Defendants during the PAGA Period. On all other claims mentioned herein, Plaintiff seeks to
24 represent only non-exempt current and former employees that worked for Defendants during the
25 PAGA Period. Collectively, these employees are herein referred to as “Aggrieved Employees.” The
26 “PAGA Period” refers to three years preceding the date notice was submitted to the LWDA,
27 continuing past the date of notice to the LWDA into perpetuity.

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2 **PARTIES**

3 2. Plaintiff MARLENNE VARGAS AGUILAR is a resident of the State of California.
4 At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that
5 Defendants employed Plaintiff as a non-exempt employee with duties that included, but were not
6 limited to, placing orders, sweeping, and lifting and packing boxes. Plaintiff is informed and
7 believes, and based thereon alleges, that Plaintiff MARLENNE VARGAS AGUILAR worked for
8 Defendants from approximately November of 2024 through approximately January of 2025.

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

14 4. Plaintiff is informed and believes and based thereon alleges that defendant HANJIN
15 INTERMODAL is, and at all times relevant hereto was, a corporation organized and existing under
16 and by virtue of the laws of the State of Illinois and doing business in the County of Los Angeles,
17 State of California. At all relevant times herein, HANJIN INTERMODAL employed Plaintiff and
18 Aggrieved Employees within the State of California.

19 5. Plaintiff is informed and believes and based thereon alleges that defendant HANJIN
20 TRANSPORTATION is, and at all times relevant hereto was, a corporation organized and existing
21 under and by virtue of the laws of the Republic of Korea and doing business in the County of Los
22 Angeles, State of California.

23 6. Plaintiff is informed and believes and based thereon alleges that defendant HANJIN
24 INTERNATIONAL is, and at all times relevant hereto was, a corporation organized and existing
25 under and by virtue of the laws of the State of California and doing business in the County of Los
26 Angeles, State of California. At all relevant times herein, HANJIN INTERNATIONAL employed
27 Plaintiff and Aggrieved Employees within the State of California.

28 7. The true names and capacities, whether individual, corporate, associate, or otherwise,

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

7 **JOINT LIABILITY ALLEGATIONS**

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

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

20 10. All of the acts and conduct described herein of each and every corporate defendant
21 was duly authorized, ordered, and directed by the respective and collective defendant corporate
22 employers, and the officers and management-level employees of said corporate employers. In
23 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
24 their said employees, agents, and representatives, and each of them; and upon completion of the
25 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
26 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
27 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
28 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 Los Angeles County, California pursuant to Code of Civil Procedure sections 392, *et seq.* because, among other things, Los Angeles 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 Los Angeles County, and Defendants employ Aggrieved Employees in Los Angeles 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. To the extent Defendants, or either of them, previously used the notice and cure
8 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
9 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
10 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
11 conference process pursuant to section 2699.3(f).

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

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

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

25 23. In the event, the LWDA and/or a court issued a finding or determination to the
26 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
27 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
28 any of them, would be subject to heightened penalties pursuant to Labor Code sections

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

8 **FACTUAL ALLEGATIONS**

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

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

18 26. Upon information and belief, Defendants failed to accurately track and/or pay for all
19 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
20 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
21 including, without limitation, by requiring Plaintiff and Aggrieved Employees to e don and doff
22 uniforms off the clock.

23 27. In addition, Defendants failed to include all forms of remuneration, into the regular
24 rate of pay during pay periods where overtime was worked and the additional compensation was
25 earned for the purpose of calculating the overtime rate of pay.

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

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

8 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
9 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
10 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
11 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
12 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
13 Aggrieved Employees lawful meal periods by, without limitation, by interrupting meal periods; not
14 providing timely meal periods; failing to provide first and second meal periods; and providing short
15 meal periods, including without, limitation meal periods that were recorded for less than thirty
16 minutes, and meal periods that may appear on the record to be thirty minutes or longer but in practice
17 were shorter than thirty minutes due to walking time; time spent having to wait in line to clock back
18 in; having to don and doff uniforms; during the meal period, having to undergo security or bag
19 checks during the meal period, and /or having to retrieve and store personal belongings during the
20 meal period.

21 to don and doff uniforms. Plaintiff and other Aggrieved Employees personally suffered these
22 violations. Consequently, Plaintiff is informed and believes, and based thereon alleges, that
23 Defendants violated Labor Code sections 512 and 1198 each day for each Aggrieved
24 Employee during the PAGA Period, and thus each Aggrieved Employee was owed one hour
25 of premium pay at their regular rate of pay for each day worked during the PAGA Period
26 under Labor Code section 226.7. However, Plaintiff is informed and believes that those
27 premium payments under Labor Code section 226.7 were not made for these non-compliant
28 meal periods, either at all or at the proper regular rate of pay. Defendants would thus be

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

8 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
10 including, without limitation, work over four-hour periods (or major fractions thereof) without
11 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
12 and complete ten-minute rest periods in which the employees are completely relieved of all of their
13 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
14 rest periods by, without limitation, by failing to provide rest periods all together; failing to provide
15 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
16 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
17 than ten uninterrupted minutes due to, without limitation, due to walking time; time spent having to
18 don and doff uniforms during the rest period; and having to retrieve and store personal belongings
19 during the rest period; interrupting them; and not providing rest periods in a timely fashion. Plaintiff
20 and other Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is
21 informed and believes, and based thereon alleges, that Defendants violated the applicable Wage
22 Order(s) each day for each Aggrieved Employee during the PAGA Period, and that, thus each
23 Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day
24 worked during the PAGA Period under Labor Code section 226.7. However, Plaintiff is informed
25 and believes that those premium payments under Labor Code section 226.7 were not made, either,
26 for these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of
27 Labor Code sections 226.7 and 1198. Defendants would thus be liable for civil penalties pursuant
28 to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both

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

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

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

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

22 33. Plaintiff is informed and believes, and based thereon alleges that Defendants also
23 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
24 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for purchasing
25 uniforms, in direct consequence of the discharge of their duties, or of their obedience to the
26 directions of Defendants, as required by Labor Code sections 1198, 2800, 2802, and other statutory
27 and common law offenses. As a result, Plaintiff and other Aggrieved Employees have personally
28 suffered these violations and Defendants are liable to reimburse Plaintiff and other Aggrieved

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

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

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

1 failure to properly calculate the regular rate. Plaintiff is further informed and believes that
2 Defendants also did not permit its use upon request by Defendants and other Aggrieved Employees
3 as contemplated under California and local laws, including, without limitation, under Labor Code
4 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
5 without retaliation. Plaintiff is additionally informed and believes that the notice requirement of
6 Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace
7 injury reporting. Plaintiff is thus informed and believes that Defendants violated these Labor Code
8 sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees
9 have personally suffered violations under these sections and Defendants would be liable for civil
10 penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699,
11 as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.
12 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above
13 gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would further
14 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

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

17 37. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
18 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
19 statements and similar payroll documents under Labor Code section 226, documents signed to
20 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
21 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
22 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiff
23 and the Aggrieved Employees personally suffered these violations, which in turn would entitle
24 Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and
25 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558,
26 1174.5, and 2699. Plaintiff further informed and believes, and based thereon alleges, that
27 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
28

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

3 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
4 and have a policy of failing to provide all temporary workers, including without limitation, Plaintiff,
5 with owed wages weekly by not later than the regular payday of the following week. Plaintiff is
6 informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198.
7 As a result, pursuant to Labor Code section 201.3, Plaintiff and other Aggrieved Employees have
8 personally suffered violations thereto and Defendants would be liable for civil penalties pursuant to
9 Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
10 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
11 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants
12 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
14 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
15 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
16 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
17 limitation, terms known to be illegal in purported arbitration agreements and other written
18 documents presented for signature and/or assent to Plaintiff and/or Aggrieved Employees by
19 Defendants. Defendants also required Plaintiff and Aggrieved Employees to inform prospective
20 employers of Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work.
21 As a result, Plaintiff is informed and believes that Defendants violated Labor Code sections 432.5
22 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and
23 other Aggrieved Employees personally suffered these violations, and that Defendants violated,
24 without limitation, Labor Code section 432.5 and Government Code section 12952, entitling
25 Plaintiff and other Aggrieved Employees to damages. Plaintiff is further informed and believes, and
26 based thereon alleges, that Defendants' conduct above gave rise to such violations and was
27 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to
28 Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and

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

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

7 **FIRST AND ONLY CAUSE OF ACTION**

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

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

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

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

17 43. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
18 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
19 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
20 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
21 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
22 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
23 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

24 44. At all relevant times herein, Defendants have had a consistent policy or practice of
25 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
26 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
27 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
28 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil

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

5 Civil Penalties Under Labor Code § 226.3

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

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

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

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

26 Violation of Labor Code § 558

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

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

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

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

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

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

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

19 Violation of Labor Code § 1174.5

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

27 53. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
28 every person employing labor in California to “[k]eep a record showing the names and addresses of

1 all employees employed and the ages of all minors.”

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

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

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

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

25 Violation of Labor Code § 1197.1

26 58. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
27 person acting either individually or as an officer, agent, or employee of another person, who pays
28 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or

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

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

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

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

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

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

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2 Civil Penalties Under Labor Code § 2699

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

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

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

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

18 **PRAYER**

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

- 21 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
22 1174.5, 1197.1, and 2699;
- 23 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
24 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 25 C. For equitable, including, without limitation, injunctive relief;
- 26 C. Pre-judgment and post-judgment interest;
- 27 D. For costs of suit incurred herein; and

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E. Such other and further relief as the Court deems just and proper.

Dated: March 2, 2026

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BY: /s/ Molly Desario
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