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David W. Slayton, Executive Officer / Clerk of Court

By: F. Sims Deputy

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Brandon M. Chang (SBN 316197)

brandon@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, CARLOS RUANO,
as an aggrieved employee, and on behalf of all other
aggrieved employees

Additional Counsel on Following Page

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CARLOS RUANO and NICOLE MARTINEZ
LAREZ, as an aggrieved employee, and on
behalf of all other aggrieved employees under
the Labor Code Private Attorneys' General
Act of 2004,

Plaintiffs,

v.

AVENUE5 RESIDENTIAL LLC, a Delaware
Limited Liability Company; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 23STCV07665

REPRESENTATIVE ACTION

**FIRST AMENDED 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**

DEMAND FOR JURY TRIAL

[Amount in Controversy Greater Than
\$25,000.00]

1 **AEGIS LAW FIRM, PC**
2 SAMUEL A. WONG, State Bar No. 217104
3 KASHIF HAQUE, State Bar No. 218672
4 JESSICA L. CAMPBELL, State Bar No. 280626
5 9811 Irvine Center Drive, Suite 100
6 Irvine, California 92618
7 Telephone: (949) 379-6250
8 Facsimile: (949) 379-6251
9 Email: jcampbell@aegislawfirm.com
10
11 Attorneys for Plaintiffs Nicole Martinez Larez, individually,
12 and on behalf of all others similarly situated
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1 Plaintiffs CARLOS RUANO and NICOLE MARTINEZ LAREZ, as an aggrieved
2 employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys'
3 General Act of 2004, allege as follows:

4 **JURISDICTION AND VENUE**

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 AVENUE5
7 RESIDENTIAL LLC, a Delaware Limited Liability Company, and any of its respective subsidiaries
8 or affiliated companies within the State of California (collectively, and with DOES 1 through 100,
9 as further defined below, "Defendants"), as proxies of the Labor and Workforce Development
10 Agency of the State of California ("LWDA"), on behalf of Plaintiffs and all other current and former
11 non-exempt employees of Defendants working within the Civil Penalty Period, as further defined
12 herein, and, as it pertains to the alleged claims for failure to comply with Labor Code section 2810.5,
13 Labor Code section 203, Labor Code section 226, Labor Code section 227.3, Labor Code section
14 245, *et seq.*, Labor Code section 2802, restraints on competition, whistleblowing and freedom of
15 speech on behalf of all employees of Defendants working within the Civil Penalty Period
16 (collectively, "Aggrieved Employees").

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

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

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1 4. Plaintiffs are an “aggrieved employee” under PAGA, as Plaintiffs were employed by
2 Defendants during the applicable statutory period and suffered one or more of the Labor Code
3 violations set forth herein. Accordingly, Plaintiffs seek to recover civil penalties, as the term “civil
4 penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code
5 Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”) plus
6 reasonable attorneys’ fees and costs, for Plaintiffs and all other aggrieved current and former
7 employees of Defendants during the Civil Penalty Period.

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

12 6. During the period beginning one (1) year preceding the provision of notice to the
13 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
14 Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 212,
15 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 233, 245, *et seq.*, 404, 432, 432.3, 432.5,
16 432.6, 432.7, 432.8, 510, 512, 558, 1102.5, 1527, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,
17 1197.1, 1197.5, 1198, 1198.5, 2699 *et seq.*, 2802, 2810.5, 3366, 3457, 8397.4, 6401, 6402,
18 6403, and 6409.6, among others.

19 7. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
20 such as Plaintiffs, on behalf of Plaintiffs and all other aggrieved current and former employees
21 within the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
22 specified in Labor Code section 2699.3.

23 8. On or around December 20, 2022, Plaintiffs provided written notice pursuant to
24 Labor Code section 2699.3 online and by certified mail, with return receipt requested, of
25 Defendants’ violation of various, including the herein-described, provisions of the Labor Code, to
26 the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of
27 them.

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9. Plaintiffs also provided Defendants, and each of them, with notice under Labor Code section 2810.3, subdivision (d) that Plaintiffs would seek to hold them liable for each other's wage and hour violations under Labor Code section 2810.3 on December 20, 2022, by certified mail with return receipt requested.

10. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar days of the December 20, 2022 postmarked date of the herein-described notice sent by Plaintiffs to the LWDA and Defendants.

PAGA REPRESENTATIVE ALLEGATIONS

11. At all relevant times mentioned herein, Defendants had and have a policy or practice of failing to pay overtime wages to Plaintiffs and other Aggrieved Employees in the State of California in violation of California state wage and hour laws as a result of, without limitation, Plaintiffs and other Aggrieved Employees working over eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to remain on-call, to suffer under Defendants' control to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to don and doff uniforms off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, and for paying straight pay instead of overtime pay to the detriment of Plaintiffs and other Aggrieved Employees.

12. At all relevant times mentioned herein, Defendants had and have a practice or policy of failing to compensate Plaintiffs and other Aggrieved Employees with minimum wages for all

1 hours worked or otherwise under Defendants' control as a result of, without limitation, failing to
2 accurately track and/or pay for all minutes actually worked; by requiring employees: to remain on-
3 call; to suffer under Defendants' control to complete pre-shift tasks before clocking in and post-shift
4 tasks after clocking out, to clock out for meal periods and continue working, to don and doff
5 uniforms off the clock, to attend company meetings off the clock, to make phone calls or drive off
6 the clock; detrimental rounding of employee time entries, editing and/or manipulation of time entries
7 to show less hours than actually worked; failing to pay reporting time pay; paid time off and vacation
8 time owed; and failing to pay split shift premiums to the detriment of Plaintiffs and other Aggrieved
9 Employees.

10 13. At all relevant times mentioned herein, Defendants had and have a policy or practice
11 of failing to provide Plaintiffs and other Aggrieved Employees a thirty (30) minute uninterrupted,
12 timely, and complete meal period for days on which the employee worked in excess of five (5) and
13 ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal
14 periods or compensation in lieu thereof including, without limitation, by interrupting meal periods;
15 not providing timely meal periods; failing to provide first and second meal periods; providing short
16 meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal
17 periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal
18 periods; and/or auto-deducting meal periods that could not be auto-deducted by law or during which
19 employees worked as required by California wage and hour laws.

20 14. At all relevant times mentioned herein, Defendants had and have a policy or practice
21 of failing to provide Plaintiffs and other Aggrieved Employees paid, uninterrupted, timely, and
22 complete rest periods of at least ten (10) minutes per four (4) hours worked or major fractions
23 thereof, or compensation in lieu thereof, including, without limitation, by failing to provide rest
24 periods all together; requiring that they be bundled together and/or with meal periods; interrupting
25 them; requiring that employees carry cellular telephones or walkie-talkies during rest periods not
26 providing them in a timely fashion; and not permitting employees to leave the premises; otherwise
27 requiring on-duty/on-call rest periods as required by California wage and hour laws.

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1 15. At all relevant times mentioned herein, Defendants had and have a policy or practice
2 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
3 Plaintiffs and other Aggrieved Employees with itemized wage statements that accurately reflect
4 gross wages earned; total hours worked by the employee; net wages earned; all deductions; all
5 applicable hourly rates in effect during the pay period and the corresponding number of hours
6 worked at each hourly rate by the employee; the legal name of the employer and/or the name and
7 address of the legal entity securing the employer's services if the employer is a farm labor contractor;
8 and other such information as required by Labor Code section 226, subdivision (a).

9 16. At all relevant times mentioned herein, Defendants had and have a policy or practice
10 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
11 Plaintiffs and other Aggrieved Employees with documents signed to obtain or hold employment
12 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
13 under Labor Code section 1174, making it difficult for Plaintiffs and other Aggrieved Employees to
14 calculate their unpaid wages and/or premium payments, to the detriment of Plaintiffs and other
15 Aggrieved Employees.

16 17. At all relevant times mentioned herein, Defendants had and have a policy or practice
17 of failing to timely pay Plaintiffs and other Aggrieved Employees, among other wages, all wages
18 owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime
19 wages, minimum wages, premium wages, paid time off and vacation time owed as required by Labor
20 Code sections 201, 202, and 203.

21 18. At all relevant times herein, Defendants had and have a policy or practice of failing
22 to pay Plaintiffs and Aggrieved Employees their paid time off and vacation time owed upon
23 separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3
24 and applicable Wage Orders.

25 19. At all relevant times mentioned herein, Defendants have had a policy or practice of
26 failing and refusing, and continue to fail and refuse, to reimburse employees, including, without
27 limitation, Plaintiffs and other Aggrieved Employees, with their costs incurred for driving personal
28 vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits,

1 separately laundering mandatory uniforms, for the purchase of tools, for the purchase and
2 maintenance of cellular phones and cellular phone plans in direct consequence of the discharge of
3 their duties, or of their obedience to the directions of Defendants, as required by Labor Code 2802.

4 20. At all relevant times mentioned herein, Defendants have had a policy or practice of
5 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
6 Protection Act of 2011) by, among other things, failing to provide Plaintiffs and other Aggrieved
7 Employees with the rates of pay and overtime rates of pay applicable to their employment;
8 allowances claimed as part of the minimum wage; the regular payday designated by Defendants; the
9 name, address, and telephone number of the workers' compensation insurance carrier; information
10 regarding paid sick leave; and other pertinent information required to be disclosed by Defendants
11 under Labor Code section 2810.5.

12 21. At all relevant times mentioned herein, Defendants failed to provide Plaintiffs and
13 other Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to
14 California law (including, without limitation Labor Code section 245, *et seq.*). Defendant also did
15 not permit its use upon request as contemplated under California laws including Labor Code sections
16 233 and 245, *et seq.*, to the detriment of Plaintiffs and all other Aggrieved Employees. Defendant
17 further failed to pay paid sick leave at the proper regular rate of pay.

18 22. At all relevant times mentioned herein, Defendants have had a policy or practice of
19 failing to pay Plaintiffs and Aggrieved Employees their wages in accordance with Labor Code
20 Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of
21 any calendar month shall be paid for between the 16th and 26th day of the month during which the
22 labor was performed, and labor performed between the 16th and the last day, inclusive of any
23 calendar month, shall be paid for between the 1st and 10th day of the following month."

24 23. At all relevant times mentioned herein, Defendants had and have a policy or practice
25 of preventing Plaintiffs and/or Aggrieved Employees from using or disclosing the skills, knowledge
26 and experience they obtained at Defendants for purposes of competing with Defendants, including,
27 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
28 a prospective employer, and from disclosing who else works at Defendants and under what

1 circumstances that they might be receptive to an offer from a rival employer. Plaintiffs are informed
2 and believes that this policy and/or practice violates Business and Professions Code sections 17200,
3 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor
4 Code sections 232, 232.5, and 1197.5, subdivision (k).

5 24. Defendants had and have a policy or practice of preventing Plaintiffs and/or other
6 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants
7 to their managers or outside to private attorneys or government officials, among others, in violation
8 of Business and Professions Code section 17200, and, thus, in violation of Labor Code section
9 1102.5. In addition, Plaintiffs are informed and believes that Defendants' herein-described policies
10 and/or practices prevent Plaintiffs and/or other Aggrieved Employees from disclosing information
11 about unsafe or discriminatory working conditions, or about wage and hour violations in violation
12 of Labor Code section 232 and 232.5.

13 25. Defendants had and have a policy or practice of preventing Plaintiffs and/or other
14 Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state
15 statutes entitling employees to disclose wages, working conditions, and illegal conduct, including,
16 without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5,
17 subdivision (k). Plaintiffs are informed and believes that this lawful conduct includes the exercise
18 of Plaintiffs' and/or other Aggrieved Employee's constitutional rights of freedom of speech and
19 economic liberty.

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

24 **PARTIES**

25 **A. Plaintiff**

26 27. Plaintiffs are each a resident of the State of California. At all relevant times herein,
27 Plaintiffs are informed and believe, and based thereon allege, that Defendants employed each of the
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1 Plaintiffs as a non-exempt employee, with duties that included, but were not limited to, reviewing
2 work schedules and supervising employees.

3 28. Plaintiffs are informed and believe that Plaintiff Carlos Ruano worked for
4 Defendants from approximately 2017 through at least August of 2022 and Plaintiff Nicole Martinez
5 Larez worked for Defendants from approximately December 2021 through August 2022.

6 **B. Defendants**

7 29. Plaintiffs are informed and believe and based thereon allege that defendant
8 AVENUE5 RESIDENTIAL LLC, is, and at all times relevant hereto was, a Limited Liability
9 Company organized and existing under and by virtue of the laws of the State of Delaware and doing
10 business in the County of Los Angeles, State of California.

11 30. The true names and capacities, whether individual, corporate, associate, or otherwise,
12 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
13 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
14 Plaintiffs are informed and believes and based thereon alleges that each of the defendants designated
15 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
16 Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities
17 of the defendants designated hereinafter as DOES when such identities become known. Plaintiffs
18 are informed and believes, and based thereon alleges, that each defendant acted in all respects
19 pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme, business
20 plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable
21 to the other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it
22 shall include AVENUE5 RESIDENTIAL LLC, and any of their parent, subsidiary, or affiliated
23 companies within the State of California, as well as DOES 1 through 100 identified herein.

24 **JOINT LIABILITY ALLEGATIONS**

25 31. Plaintiffs are informed and believe, and based thereon allege, that at all times
26 mentioned herein, each of the defendants was the agent, principal, employee, employer,
27 representative, joint venture or co-conspirator of each of the other defendants, either actually or
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1 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
2 employment, joint venture, and conspiracy.

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

12 33. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based
13 thereon allege that Defendants, and each of them, are joint employers.

14 **FIRST CAUSE OF ACTION**

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

16 34. Plaintiffs re-alleges and incorporates by reference all of the allegations set forth in
17 the preceding paragraphs as though fully set forth hereat.

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

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

24 36. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
25 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
26 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
27 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
28 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For

1 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
2 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

3 37. At all relevant times herein, Defendants have had a consistent policy or practice of
4 failing to pay Plaintiffs and/or Aggrieved Employees during their employment on a timely basis as
5 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiffs and other
6 Aggrieved Employees are entitled to recover civil penalties for Defendants’ violations of Labor
7 Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for
8 each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee
9 for each subsequent violation in connection with each payment that was made in violation of Labor
10 Code section 204.

11 Civil Penalties Under Labor Code § 226.3

12 38. Defendants had and have a policy or practice of failing to comply with Labor Code
13 section 226, subdivision (a) by intentionally failing to furnish Plaintiffs and Aggrieved Employees
14 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
15 wages earned; the name and address of each employer with whom they have been placed to work;
16 all applicable hourly rates in effect during the pay period and the corresponding number of hours
17 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
18 entity securing the employer’s services if the employer is a farm labor contractor; and other such
19 information as required by Labor Code section 226, subdivision (a).

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

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

27 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
28 and have a policy or practice of failing to furnish non-exempt employees, including, without

1 limitation, Plaintiff, with itemized wage statements that accurately reflect gross wages earned; total
2 hours worked; net wages earned; all deductions; all applicable hourly rates in effect and the
3 corresponding number of hours worked at each hourly rate in effect during the pay period; the legal
4 name of the employer and/or the name and address of the legal entity securing the employer's
5 services if the employer is a farm labor contractor; and other such information as required by Labor
6 Code section 226, subdivision (a).

7 42. Pursuant to Labor Code section 226.3, Plaintiffs 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 43. 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 44. Plaintiffs are informed and believes, and based thereon allege, that Defendants, and
25 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
26 causing Plaintiffs and other Aggrieved Employees not to: be paid with the rates of pay and overtime
27 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
28 regular payday designated by employer, the name of the employer, including any "doing business

1 as” names used, the name, address, and telephone number of the workers’ compensation insurance
2 carrier, information regarding paid sick leave, and other pertinent information.

3 45. As a direct and proximate result of the herein-described Labor Code violations,
4 pursuant to Labor Code section 558, Plaintiffs and other Aggrieved Employees are entitled to
5 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty
6 dollars (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred
7 dollars (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

8 Violation of Labor Code § 1174.5

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

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

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

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

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

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

Violation of Labor Code § 1197.1

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

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

1 employee is underpaid regardless of whether the initial violation is
2 intentionally committed. This amount shall be in addition to an amount
3 sufficient to recover underpaid wages, liquidated damages pursuant to Section
4 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

8 53. Plaintiffs are informed and believe, and based thereon allege, that Defendants caused
9 Plaintiffs and Aggrieved Employees not to be paid minimum wages as a result of Defendants,
10 without limitation, routinely failing to pay Plaintiffs or other Aggrieved Employees’ minimum
11 wages for all hours worked or otherwise under Defendants’ control due to, without limitation,
12 routinely failing to accurately track and/or pay for all hours actually worked; detrimental rounding
13 or manipulation of time entries; paying straight pay instead of overtime or otherwise failing to pay
14 overtime hours at the proper overtime rate of pay; engaging, suffering, or permitting employees to
15 work off the clock, entitling Plaintiffs and other aggrieved Employees to actual and liquidated
16 damages.

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

23 Civil Penalties Under Labor Code § 2699

24 55. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
25 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
26 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
27 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
28

1 action brought by an aggrieved employee on behalf of himself or herself and other current or former
2 employees pursuant to the procedures specified in Labor Code section 2699.3.

3 56. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
4 Code except those for which a civil penalty is specifically provided, the established civil penalty for
5 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
6 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
7 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
8 employee per pay period for each subsequent violation.

9 57. Plaintiffs are informed and believe, and based thereon allege that Defendants, and
10 each of them, violated the Labor Code sections described herein, including, without limitation, for
11 the failure to: pay minimum wages, pay for travel time, pay straight time compensation, pay the
12 rates of pay and overtime and double time rates of pay applicable to their employment, including
13 based on employee's regular rate of pay, pay reporting time compensation, provide complaint meal
14 and/or rest periods, including any claim for any alleged failure to provide meal or rest periods or
15 pay premiums for missed, late, short or interrupted meal or rest periods, or to pay such premiums at
16 the regular rate of compensation; pay and provide paid sick leave, including any claim for alleged
17 failure to pay paid sick leave at the regular rate of pay, reimburse for any business expenses, pay
18 accrued vacation or paid time off, provide complete and accurate wage statements, keep and/or
19 maintain accurate records, furnish employment records (personnel, earnings, time, signed, etc.)
20 upon request, provide information at the time of hire under the Wage Theft Prevention Act under
21 Labor Code section 2810.5, timely pay wages during employment, timely pay wages at the time of
22 separation, allow disclosure of: (a) wages, (b) use of skills, knowledge, and experience obtained for
23 Defendant for purposes of competition, (c) violations of state and federal law, (d) working
24 conditions, including unsafe work environment/conditions, and (e) discrimination, and allow
25 employees from exercising rights under the Labor Commissioner and exercising free speech, pay
26 employees equally, and unlawfully make deductions to employee's pay.

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

4 **REQUEST FOR JURY TRIAL**

5 59. Plaintiffs hereby request a trial by jury.

6 **PRAYER**

7 **WHEREFORE**, on behalf of Plaintiffs and Aggrieved Employees, Plaintiffs pray for
8 judgment against Defendants as follows:

- 9 A. An award of civil penalties pursuant to the Labor Code 96, 98.6, 201-203, 201.3,
10 204, 210, 212, 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 233, 245
11 *et seq.*, 404, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 510, 512, 558, 1102.5,
12 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5,
13 1527, 2699 *et seq.*, 2802, 2810.5, 3366, 3457, 8397.4, 6401, 6402, 6403, and
14 6409.6;
- 15 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
16 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 17 C. Pre-judgment and post-judgment interest;
- 18 D. For costs of suit incurred herein; and
- 19 E. Such other and further relief as the Court deems just and proper.

20 Dated: September 30, 2025

BIBIYAN LAW GROUP, P.C.

21
22 BY: /s/ Brandon M. Chang

23 DAVID D. BIBIYAN

24 VEDANG J. PATEL

BRANDON M. CHANG

25 Attorneys for Plaintiffs, CARLOS RUANO

26 and NICOLE MARTINEZ LAREZ,

27 as an aggrieved employee, and on behalf of all
28 other aggrieved employees

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 1460 Westwood Boulevard, Los Angeles, California 90024.

On October 6, 2025, I caused a true and correct copy of the foregoing document(s) described as **FIRST AMENDED COMPLAINT** to be served by electronic transmission to the below referenced electronic e-mail address as follows:

SHEPPARD, MULLIN, RICHTER HAMPTON LLP

Jennifer G. Redmond

Gal Gressel

Nina Montazeri

Four Embarcadero Center, 17th Floor

San Francisco, CA 94111

jredmond@sheppardmullin.com

ggressel@sheppardmullin.com

nmontazeri@sheppardmullin.com

Counsel for Defendant AVENUE5 RESIDENTIAL LLC

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 6, 2025, at Los Angeles, California.

/s/ Jennifer Echeverria
Jennifer Echeverria