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MANCILLA, as Aggrieved Employees, and on behalf of all other
Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

CARLOS RAMIREZ and JOAQUIN
MANCILLA, as Aggrieved Employees, and
on behalf of all other Aggrieved Employees
under the Labor Code Private Attorneys'
General Act of 2004,

Plaintiffs

v.

ARDENT COMPANIES, INC.; a Louisiana
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 26CUB01794

REPRESENTATIVE ACTION

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

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

1 Plaintiffs CARLOS RAMIREZ and JOAQUIN MANCILLA, (“Plaintiffs”), as Aggrieved
2 Employees, and on behalf of all other Aggrieved Employees under the Labor Code Private
3 Attorneys’ General Act of 2004, alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against ARDENT
7 COMPANIES, INC., a Louisiana corporation, and any of its respective subsidiaries or affiliated
8 companies within the State of California (“Ardent” hereinafter, collectively, with DOES 1 through
9 100, as further defined below, “Defendants”) as a proxy of the Labor and Workforce Development
10 Agency of the State of California (“LWDA”), on behalf of Plaintiffs and all Aggrieved Employees
11 that worked for Defendants during the PAGA Period. Specifically, in connection with any alleged
12 claims for failure to comply with Labor Code sections 200, 201, 202, 203, 204, 210, 221, 223, 226,
13 226.3, 232, 232.5, 245, 246, 432, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, 1198.5, including
14 restraints on competition, whistleblowing and freedom of speech and applicable Wage Orders.
15 Plaintiffs seek to represent all current and former employees that worked for Defendants during the
16 PAGA Period. On all other claims mentioned herein, Plaintiffs seek to represent only non-exempt
17 current and former employees that worked for Defendants during the PAGA Period. Collectively,
18 these employees are herein referred to as “Aggrieved Employees.” The “PAGA Period” refers to
19 one year preceding the date notice was submitted to the LWDA, continuing past the date of notice
20 to the LWDA into perpetuity.

21 **PARTIES**

22 2. Plaintiffs are residents of the State of California. At all relevant times herein,
23 Plaintiffs are informed and believe, and based thereon allege, that Defendants employed Plaintiffs
24 as non-exempt employees with duties that included, but were not limited to, electrical work. Plaintiff
25 CARLOS RAMIREZ (“RAMIREZ”) is informed and believes, and based thereon alleges, that
26 Plaintiff RAMIREZ worked for Defendants from approximately August of 2022 through
27 approximately May of 2025. Plaintiff JOAQUIN MANCILLA (“MANCILLA”) is informed and
28 believes, and based thereon alleges, that Plaintiff MANCILLA worked for Defendants from

1 approximately May of 2024 through approximately May of 2025.

2 3. Plaintiffs are informed and believe and based thereon allege that defendant Ardent
3 is, and at all times relevant hereto was, a corporation existing under and by virtue of the laws of the
4 State of Louisiana and doing business in the County of Kern, State of California. At all relevant
5 times herein, Ardent employed Plaintiffs and Aggrieved Employees within the State of California.

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

13 **JOINT LIABILITY ALLEGATIONS**

14 5. Plaintiffs are informed and believe, and based thereon allege, that each defendant
15 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
16 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant are
17 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
18 to "Defendants," it shall include Ardent, and any of their parent, subsidiary, or affiliated companies
19 within the State of California, as well as DOES 1 through 100 identified herein.

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

25 7. All of the acts and conduct described herein of each and every corporate defendant
26 was duly authorized, ordered, and directed by the respective and collective defendant corporate
27 employers, and the officers and management-level employees of said corporate employers. In
28 addition thereto, said corporate employers participated in the aforementioned acts and conduct of

1 their said employees, agents, and representatives, and each of them; and upon completion of the
2 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
3 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
4 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
5 aforementioned corporate employees, agents and representatives.

6 8. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based
7 thereon allege that Defendants, and each of them, are joint employers.

8 **JURISDICTION**

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

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

20 **PAGA REPRESENTATIVE ALLEGATIONS**

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

26 12. Specifically, Plaintiffs seek to recover PAGA civil penalties through a representative
27 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
28 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the

1 PAGA allegations described herein is not required.

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

6 14. Pursuant to Labor Code section 2699.3, on or around August 29, 2025, Plaintiffs
7 provided written notice of Defendants' violation of various provisions of the Labor Code to the
8 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

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

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

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

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

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

1 Code section 2699(h)(1)-(3).

2 20. In the event, the LWDA and/or a court issued a finding or determination to the
3 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
4 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
5 any of them, would be subject to heightened penalties pursuant to Labor Code sections
6 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either
7 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving
8 of the PAGA Notice. Regardless, Plaintiffs allege Defendants' conduct giving rise to the violations
9 as detailed herein was and is malicious, fraudulent. Thus, Defendants, or any of them, are further
10 subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack eligibility for
11 reduced penalties under either Labor Code sections 2699(g) or 2699(h).

12 **FACTUAL ALLEGATIONS**

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

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

22 23. Upon information and belief, Defendants failed to accurately track and/or pay for all
23 minutes actually worked by Plaintiffs and Aggrieved Employees at the proper rates of pay.
24 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
25 including, without limitation, by requiring Plaintiffs and Aggrieved Employees to come early to
26 work and leave late work without being able to clock in for all that time, to complete pre-shift tasks
27 before clocking in and post-shift tasks after clocking out, to make phone calls off the clock, to drive
28 off the clock and/or go through security screenings off the clock. By way of example, RAMIREZ

1 was required to drive to the shop and pick up materials for jobs, take the company truck in for repairs
2 and go through security checks all while off the clock. In addition, Plaintiffs and Aggrieved
3 Employees were required to report to work (either telephonically or in person), and did report in
4 such a fashion, but were not put to work and/or were furnished less than half their usual or scheduled
5 day's work without being paid for half the usual or scheduled work at their regular rate of pay.

6 24. Moreover, from the information provided by Employer, it appears that, at least for a
7 portion of time, Employer failed to pay for all time clocked in by Employees and Aggrieved
8 Employees because of, although unclear from the time and pay records shown, either the detrimental
9 rounding, editing and/or manipulation of time entries to show less hours than actually worked. By
10 way of example, and upon information and belief, Employer would transfer overtime hours to days
11 where less hours were worked in order to avoid paying overtime.

12 25. In addition, Defendants failed to pay all overtime owed by attempting but failing to
13 properly implement an alternative workweek schedule ("AWS"), including, without limitation, by
14 failing to implement a written agreement designating the regularly scheduled alternative workweek
15 in which the specified number of work days and work hours are regularly recurring; failing to adopt
16 the AWS in a secret ballot election, before the performance of work, by at least a two-thirds (2/3)
17 vote of the affected employees in the work unit; failing to follow the notice/disclosures procedures
18 prior to any AWS election; and/or failing to register an AWS election with the State of California, as
19 required by Labor Code section 511 and applicable Wage Orders.

20 26. Plaintiffs are informed and believe, and based thereon allege, that Defendants
21 violated, without limitation, Labor Code sections 223, 510, 511, 551, 552, 1197, 1182.12, and
22 applicable Wage Orders based on their continued failure to pay minimum and overtime wages for
23 all hours worked. Thus, Plaintiffs and other Aggrieved Employees are entitled to actual and
24 liquidated damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198.
25 Plaintiffs are further informed and believe, and based thereon allege, that Defendants' conduct
26 above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would
27 also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these
28 wages), 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).

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

3 27. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
4 each of them, had and have a policy or practice of compelling Plaintiffs and other Aggrieved
5 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
6 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
7 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiffs and
8 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; not
9 providing timely meal periods; failing to provide a suitable break area; failing to provide first and/or
10 second meal periods; providing short meal periods; requiring that employees carry cellular
11 telephones or walkie-talkies during meal periods; not permitting employees to leave the premises
12 during meal periods; otherwise requiring on-duty/on-call meal periods; and manually deducting
13 meal periods during which Aggrieved Employees worked or were not relieved of all duties.
14 Plaintiffs and other Aggrieved Employees personally suffered these violations. Consequently,
15 Plaintiffs are informed and believe, and based thereon allege, that Defendants violated Labor Code
16 sections 512 and 1198 each day for each Aggrieved Employee during the PAGA Period, and thus
17 each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each
18 day worked during the PAGA Period under Labor Code section 226.7. However, Plaintiffs are
19 informed and believe that those premium payments under Labor Code section 226.7 were not made
20 for these non-compliant meal periods, either at all or at the proper regular rate of pay. Defendants
21 would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely
22 pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant meal
23 periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief
24 under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based
25 thereon allege, that Defendants' conduct that gave rise to such violations and was malicious,
26 fraudulent, or oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor
27 Code section 2699(f)(2)(B)(ii).

1 28. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 maintain policies or practices of compelling Plaintiffs and other Aggrieved Employees every day
3 to, including, without limitation, work over four-hour periods (or major fractions thereof) without
4 authorizing and permitting Plaintiffs and other Aggrieved Employees to take uninterrupted, timely,
5 and complete ten-minute rest periods in which the employees are completely relieved of all of their
6 duties. By way of example, Defendants regularly denied Plaintiffs and Aggrieved Employees lawful
7 rest periods by, without limitation, failing to provide rest periods all together; failing to provide a
8 suitable break area; failing to provide rest periods that were at least ten minutes in length;
9 interrupting rest periods; requiring that Aggrieved Employees carry cellular telephones or walkie-
10 talkies during rest periods; not providing rest periods in a timely fashion; not permitting Aggrieved
11 Employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. Plaintiffs
12 and other Aggrieved Employees personally suffered these violations. Consequently, Plaintiffs are
13 informed and believe, and based thereon alleges, that Defendants violated the applicable Wage
14 Order(s) each day for each Aggrieved Employee during the PAGA Period, and that, thus each
15 Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day
16 worked during the PAGA Period under Labor Code section 226.7. However, Plaintiffs are informed
17 and believe that those premium payments under Labor Code section 226.7 were not made, either,
18 for these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of
19 Labor Code sections 226.7 and 1198. Defendants would thus be liable for civil penalties pursuant
20 to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both
21 failing to authorize the taking of compliant rest periods and for failing to provide premium pay under
22 Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are
23 further informed and believe, and based thereon alleges, that Defendants' conduct above gave rise
24 to such violations and was malicious, fraudulent, or oppressive. As such, Defendants are further
25 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

26 29. As a result of, among other things, Defendants' herein-described policy or practice
27 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
28 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or

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

25 30. Plaintiffs are informed and believe, and based thereon allege, that Defendants also
26 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
27 compensation to Plaintiffs and other terminated or resigned employees, including but not limited to,
28 failing to pay all overtime wages owed; all minimum wages; and all premium pay owed, as set forth

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

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

28

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

17 33. Plaintiffs are further informed and believe, and based thereon allege, that Defendants
18 have or had a policy or practice of failing to provide Plaintiffs and other Aggrieved Employees with
19 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
20 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
21 to be provided pursuant to California and local laws. Plaintiffs are further informed and believe that
22 the sick pay was not provided at the proper regular of pay as required under California law due to
23 failure to properly calculate the regular rate. Plaintiffs are additionally informed and believe that
24 the notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory
25 payroll or workplace injury reporting. Plaintiffs are thus informed and believe that Defendants
26 violated these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiffs and
27 other Aggrieved Employees have personally suffered violations under these sections and
28 Defendants would be liable for civil penalties for violation of the paid sick leave regulations under

1 Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and
2 reasonable attorneys' fees and costs. Plaintiffs are further informed and believe, and based thereon
3 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
4 or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
5 2699(f)(2)(B)(ii).

6 34. In addition to the above, Plaintiffs are informed and believe, and based thereon
7 alleges that Defendants failed and continue to fail to keep adequate or accurate time records
8 including wage statements and similar payroll documents under Labor Code section 226, documents
9 signed to obtain or hold employment under Labor Code section 432, personnel records under Labor
10 Code section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiffs
11 and other Aggrieved Employees to calculate their unpaid wages and/or premium payments.
12 Plaintiffs and the Aggrieved Employees personally suffered these violations, which in turn would
13 entitle Plaintiffs and other Aggrieved Employees to penalties prescribed by Labor Code sections
14 226 and 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections
15 558, 1174.5, and 2699. Plaintiffs are further informed and believe, and based thereon alleges, that
16 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
17 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
18 2699(f)(2)(B)(ii).

19 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 required or require the execution of a release of claim or right on account of wages due, or to become
21 due, or made as an advance on wages to be earned, including, without limitation, as a condition of
22 being paid, to execute a statement of the hours worked during a pay period in which Defendants
23 knew to be false. As such, Plaintiffs are informed and believe, and based thereon allege that
24 Defendants violated Labor Code sections 206.5 and 1198, and that Plaintiffs and other Aggrieved
25 Employees have personally suffered these violations. Plaintiffs are further informed and believe,
26 and based thereon allege, that Defendants' conduct above gave rise to such violations and was
27 malicious, fraudulent, or oppressive. Defendants would be liable for civil penalties pursuant to
28 Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).

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

3 36. Plaintiffs are further informed and believe, and based thereon allege that Defendants
4 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor
5 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
6 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
7 applicable to their employment; any allowances claimed as part of the minimum wage; the regular
8 payday designated by Defendants; the name of the employer, including any “doing business as”
9 names used by the employer; the physical address of the employer’s main office and the telephone
10 number of the employer; the name, address and telephone number of the workers’ compensation
11 insurance carrier; information regarding paid sick leave; and other pertinent information required to
12 be disclosed by Defendants under Labor Code section 2810.5. Plaintiffs are informed and believe
13 that Defendants’ failure to provide such information, including rates of pay that are in effect, has
14 permitted Defendants to pay employees at rates of pay that were not agreed upon and violate
15 minimum wage and overtime wage laws in California. Plaintiffs are informed and believe that
16 Defendants violated Labor Code sections 1198 and 2810.5. Plaintiffs and other Aggrieved
17 Employees personally suffered these violations. Plaintiffs are further informed and believe, and
18 based thereon allege, that Defendants’ conduct above gave rise to such violations and was malicious,
19 fraudulent, or oppressive. Among other relief, employees may collect from Defendants in
20 connection with these violations’ civil penalties pursuant to Labor Code sections 558, 1198 and
21 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
22 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

23 37. Plaintiffs are informed and believe, and based thereon allege, that Defendants,
24 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
25 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
26 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
27 limitation, in purported arbitration agreements, purported confidentiality agreements, purported
28 severance agreements, or purported release agreements, and other written documents presented for

1 signature and/or assent to Plaintiffs and/or Aggrieved Employees by Defendants. Defendants also
2 required Plaintiffs and Aggrieved Employees to inform prospective employers of Defendants'
3 restrictions of Plaintiffs' and Aggrieved Employees' freedom to work. As a result, Plaintiffs are
4 informed and believe that Defendants violated Labor Code sections 432.5 and 1198. As such,
5 Plaintiffs are informed and believe, and based thereon allege, that Plaintiff and other Aggrieved
6 Employees personally suffered these violations, and that Defendants violated, without limitation,
7 Labor Code section 432.5 and Government Code section 12952, entitling Plaintiffs and other
8 Aggrieved Employees to damages. Plaintiffs are further informed and believe, and based thereon
9 allege, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
10 or oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections
11 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
12 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
14 and has a practice or policy of conducting unlawful background checks on prospective and current
15 employees, including without limitation Plaintiffs, prior to making a conditional offer. Plaintiffs are
16 informed and believe, and based thereon allege, that Defendants violated applicable laws by, without
17 limitation: requiring job applicants and employees to disclose their conviction history before
18 Defendants made a conditional offer of employment; inquiring into or considering the conviction
19 history of applicants before Defendants made any conditional offers of employment; considering,
20 distributing, or disseminating information about arrests not followed by conviction, referrals to or
21 participation in a pretrial or posttrial diversion program, convictions that have been sealed,
22 dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the
23 convicted person has received a full pardon or has been issued a certificate of rehabilitation, while
24 conducting conviction history background checks in connection with any applications for
25 employment; intending to deny an applicant a position of employment solely or in part because of
26 the applicant's conviction history; and asking applicants for employment to disclose, through any
27 written form or verbally, information concerning or related to an arrest, detention, processing,
28 diversion, supervision, adjudication, or court disposition that occurred while the person was subject

1 to the process and jurisdiction of the juvenile court, to the detriment of Plaintiffs and other
2 Aggrieved Employees. As such, Plaintiffs are informed and believe, and based thereon allege, that
3 Plaintiffs and other Aggrieved Employees personally suffered these violations, as well as violation
4 of Labor Code section 1198, and that Employer violated, without limitation, Labor Code sections
5 432.7 and 1198, as well as Government Code section 12952, entitling Plaintiffs and other Aggrieved
6 Employees to damages. Plaintiffs are further informed and believe, and based thereon allege, that
7 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
8 Defendant would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8,
9 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further
10 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

11 39. Plaintiffs, in Plaintiffs' representative capacities, seek civil penalties under Labor
12 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
13 the California Labor Code as described above, including on behalf of Plaintiffs and other Aggrieved
14 Employees pursuant to PAGA.

15 **FIRST AND ONLY CAUSE OF ACTION**

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

17 40. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the
18 preceding paragraphs as though fully set forth herein.

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

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

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

1 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
2 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
3 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

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

13 Civil Penalties Under Labor Code § 226.3

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

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

21 46. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
22 and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
23 intentionally failing to furnish Plaintiffs and Aggrieved Employees with itemized wage statements
24 that accurately reflect gross wages earned; total hours worked; net wages earned; the name and
25 address of each employer with whom they have been placed to work; all applicable hourly rates in
26 effect during the pay period and the corresponding number of hours worked at each hourly rate; the
27 legal name of the employer; and other such information as required by Labor Code section 226,
28 subdivision (a).

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

Violation of Labor Code § 558

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

- (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
- (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
- (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

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

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

Violation of Labor Code § 1174.5

51. At all times mentioned herein, Labor Code section 1174, subdivision (b) has

1 required every person employing labor in California to “[a]llow any member of the commission or
2 the employees of the Division of Labor Standards Enforcement free access to the place of business
3 or employment of the person to secure any information or make any investigation that they are
4 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
5 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
6 or papers of the person.”

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

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

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

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

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

5 Violation of Labor Code § 1197.1

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

- 12 (1) For any initial violation that is intentionally committed, one hundred dollars
13 (\$100) for each underpaid employee for each pay period for which the
14 employee is underpaid. This amount shall be in addition to an amount
15 sufficient to recover underpaid wages, liquidated damages pursuant to Section
16 1194.2, and any applicable penalties imposed pursuant to Section 203.
- 17 (2) For each subsequent violation for the same specific offense, two hundred fifty
18 dollars (\$250) for each underpaid employee for each pay period for which the
19 employee is underpaid regardless of whether the initial violation is
20 intentionally committed. This amount shall be in addition to an amount
21 sufficient to recover underpaid wages, liquidated damages pursuant to Section
22 1194.2, and any applicable penalties imposed pursuant to Section 203.
- 23 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
24 Section 203, recovered pursuant to this section shall be paid to the affected
25 employee."

26 58. Plaintiffs are informed and believe, and based thereon allege, that Defendants caused
27 Plaintiffs and Aggrieved Employees not to be paid minimum wages as a result of Defendants
28 routinely failing to accurately track and/or pay for all minutes actually worked by Plaintiffs and

1 Aggrieved Employees at the proper rates of pay, as described above.

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

8 Civil Penalties Under Labor Code § 2699

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

15 61. Plaintiffs are informed and believe, and based thereon allege that Defendants, and
16 each of them, violated the Labor Code sections described in the preceding paragraphs.

17 62. As such, Plaintiffs and Aggrieved Employees are entitled to injunctive relief, one
18 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
19 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
20 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

21 63. Moreover, Plaintiffs and other Aggrieved Employees within the State of California
22 whom Plaintiffs seek to represent are entitled to an award of reasonable attorneys' fees and costs in
23 connection with their herein-described claims for civil penalties.

24 **PRAYER**

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

27 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
28 1174.5, 1197.1, and 2699;

- 1 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
2 210, 226.3, 558, 1174.5, 1197.1, and 2699;
3 C. For equitable, including, without limitation, injunctive relief;
4 C. Pre-judgment and post-judgment interest;
5 D. For costs of suit incurred herein; and;
6 E. Such other and further relief as the Court deems just and proper.

7 Dated: May 7, 2026

BIBIYAN LAW GROUP, P.C.

8
9 BY: /s/ Molly DeSario

10 Molly DeSario

11 Calyn V. Hadlock

12 Attorneys for Plaintiffs CARLOS

13 RAMIREZ and JOAQUIN

14 MANCILLA, and on behalf of all other

15 Aggrieved Employees
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