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as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

Plaintiff

v.

STG LOGISTICS, INC, a California
corporation doing business as ST. GEORGE
LOGISTICS; GOTWORX STAFFING, INC.
a Delaware corporation, FRONTLINE HRO,
LLC, a Georgia limited liability company;
EMPLOYERS HR LLC, a Florida limited
liability company, and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: **26STCV05838**

REPRESENTATIVE ACTION

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

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

1 Plaintiff JOSE PEREZ (“Plaintiff”), as an Aggrieved Employee, and on behalf of all other
2 Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004, alleges as
3 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 STG LOGISTICS,
7 INC, doing business as ST. GEORGE LOGISTICS., a California corporation, and any of its
8 respective subsidiaries or affiliated companies within the State of California (“STG”); GOTWORX
9 STAFFING, INC, a Delaware corporation, and any of its respective subsidiaries or affiliated
10 companies within the State of California (“GOTWORX”); FRONTLINE HRO, LLC, a Georgia
11 limited liability company, and any of its respective subsidiaries or affiliated companies within the
12 State of California (“FRONTLINE”); EMPLOYERS HR LLC, a Florida limited liability company,
13 and any of its respective subsidiaries or affiliated companies within the State of California
14 (“EMPLOYERS HR”) hereinafter, collectively, STG, GOTWORX, FRONTLINE, and
15 EMPLOYERS HR with DOES 1 through 100, as further defined below, “Defendants”) as a proxy
16 of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf
17 of Plaintiff and all Aggrieved Employees that worked for Defendants during the PAGA Period.
18 Specifically, in connection with any alleged claims for failure to comply with Labor Code sections
19 201, 201.3, 202, 203, 204, 210, 221, 223, 226, , 226.3, 226.7, 233, 234, 245, 246, 432, 432.5, 432.7,
20 432.8, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1,
21 2800, 2802, 2810.3, 2810.5, 2699, among others, Code section 12952, as well as applicable Wage
22 Orders, Plaintiff seeks to represent all current and former employees that worked for Defendants
23 during the PAGA Period. On all other claims mentioned herein, Plaintiff seeks to represent only
24 non-exempt current and former employees that worked for Defendants during the PAGA Period.
25 Collectively, these employees are herein referred to as “Aggrieved Employees.” The “PAGA
26 Period” refers to three years preceding the date notice was submitted to the LWDA, continuing past
27 the date of notice to the LWDA into perpetuity.

PARTIES

2. Plaintiff JOSE PEREZ is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-exempt employee. Plaintiff worked as a forklift operator with duties that included, but were not limited to, forklift driving, sending emails, overseeing loading and unloading of containers. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff JOSE PEREZ worked for Defendants from approximately April of 2022 through approximately December of 2024.

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

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

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

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

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

8 **JOINT LIABILITY ALLEGATIONS**

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

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

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

aforementioned corporate employees, agents and representatives.

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

JURISDICTION

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

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

PAGA REPRESENTATIVE ALLEGATIONS

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

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

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

1 PAGA Period.

2 17. Pursuant to Labor Code section 2699.3, on or around October 27, 2025, Plaintiff
3 provided written notice of Defendants' violation of various provisions of the Labor Code to the
4 LWDA online and by certified mail, with return receipt requested, to Defendants ("Second
5 Amended PAGA Notice").

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

9 19. Plaintiff also provided Defendants, and each of them, with notice under Labor Code
10 section 2810.3, subdivision (d) that Plaintiff would seek to hold them liable for each other's wage
11 and hour violations under Labor Code section 2810.3 on August 20, 2025, by certified mail with
12 return receipt requested.

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

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

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

27 23. In the event that Defendants, or either of them is/are deemed to have adequately taken
28 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)

1 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
2 Code section 2699(h)(1)-(3).

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

14 **FACTUAL ALLEGATIONS**

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

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

24 27. Upon information and belief, Defendants failed to accurately track and/or pay for all
25 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
26 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
27 including, without limitation, by requiring Plaintiff and Aggrieved Employees to make or receive
28 phone calls off the clock; and managers often required Plaintiff to clock out for meal breaks to

1 simulate compliance, but continue working off the clock to meet quotas. In addition, Defendants
2 failed to include all forms of remuneration into the regular rate of pay during pay periods where
3 overtime was worked. Moreover, upon information and belief, Defendants detrimentally rounded,
4 edited and/or manipulated time entries so the hours recorded were less than the hours actually
5 worked.

6 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
8 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
9 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
10 damages under, without limitation, Labor Code sections, 1194, 1194.2, and 1198. Plaintiff is further
11 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
12 violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
13 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
14 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
15 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

16 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
17 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
18 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
19 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
20 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
21 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; not
22 providing timely meal periods; failing to provide second meal periods; providing short meal periods;
23 and requiring that employees carry cellular telephones during meal periods. Moreover, Plaintiff's
24 managers often required Plaintiff to clock out for meal breaks to simulate compliance but continue
25 working off the clock to meet quotas. Further, Plaintiff never received penalty pay for meal break
26 violations. Plaintiff and other Aggrieved Employees personally suffered these violations.
27 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 violated Labor Code sections 512 and 1198 each day for each Aggrieved Employee during the

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

12 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
14 including, without limitation, work over four-hour periods (or major fractions thereof) without
15 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
16 and complete ten-minute rest periods in which the employees are completely relieved of all of their
17 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
18 rest periods by, without failing to provide rest periods all together despite Employee working in
19 excess of 12 hours per shift. Further, Plaintiff never received penalty pay for rest break violations.
20 Plaintiff and other Aggrieved Employees personally suffered these violations. Consequently,
21 Plaintiff is informed and believes, and based thereon alleges, that Defendants violated the applicable
22 Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and that, thus each
23 Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day
24 worked during the PAGA Period under Labor Code section 226.7. However, Plaintiff is informed
25 and believes that those premium payments under Labor Code section 226.7 were not made, either,
26 for these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of
27 Labor Code sections 226.7 and 1198. Defendants would thus be liable for civil penalties pursuant
28 to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both

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

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

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

5 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
6 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
7 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
8 failing to pay all overtime wages owed, including for failure to pay at overtime the proper rate of
9 pay; all minimum wages; all premium pay owed; and all paid sick leave, as set forth above, among
10 other things.. Further, Defendants intentionally failed and continue to fail to furnish Plaintiff and
11 Aggrieved Employees with itemized wage statements that lists the legal name and address of the
12 employer, as EMPLOYERS HR is not even on Plaintiff's paystubs or paychecks, rather it states
13 "GOTWORX STAFFING" and it provides ST. GEORGE LOGISTICS as the location where
14 Plaintiff worked.

15 33. Consequently, Plaintiff is informed and believes, and based thereon alleges, that
16 Defendants violated Labor Code sections 201, 202 203, and 1198 each pay period for each
17 Aggrieved Employee during the PAGA Period, and thus Plaintiff and each Aggrieved Employee
18 personally suffered these violations and was owed penalties under Labor Code section 203 for each
19 pay period worked during the PAGA Period. However, Plaintiff is informed and believes that those
20 penalties under Labor Code section 203 were not made for these violations of Labor Code sections
21 201, 202, and 203. Defendants would thus be liable for civil penalties pursuant to Labor Code
22 sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Plaintiff is
23 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
24 to such violations and was malicious, fraudulent, or oppressive. As such, Defendants would further
25 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

26 34. Plaintiff is informed and believes, and based thereon alleges that Defendants also
27 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
28 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for the purchase and

1 maintenance of cellular phones and cellular phone plans to make work-related calls to call the
2 trailers, in direct consequence of the discharge of their duties, or of their obedience to the directions
3 of Defendants, as required by Labor Code sections 1198, 2800, 2802, and other statutory and
4 common law offenses. As a result, Plaintiff and other Aggrieved Employees have personally
5 suffered these violations and Defendants are liable to reimburse Plaintiff and other Aggrieved
6 Employees for these costs incurred in furtherance of work duties. Defendants would thus be liable
7 for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under
8 sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon
9 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
10 or oppressive. As such, Defendants would further be liable for civil penalties pursuant to Labor
11 Code section 2699(f)(2)(B)(ii).

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

1 36. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
2 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
3 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
4 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
5 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
6 the sick pay was not provided at the proper regular of pay as required under California law due to
7 failure to properly calculate the regular rate. Plaintiff is further informed and believes that
8 Defendants also did not permit its use upon request by Defendants and other Aggrieved Employees
9 as contemplated under California and local laws, including, without limitation, under Labor Code
10 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
11 without retaliation. Plaintiff is additionally informed and believes that the notice requirement of
12 Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace
13 injury reporting. Plaintiff is thus informed and believes that Defendants violated these Labor Code
14 sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees
15 have personally suffered violations under these sections and Defendants would be liable for civil
16 penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699,
17 as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.
18 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above
19 gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would further
20 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 37. Plaintiff is informed and believes, and based thereon alleges, as follows: Defendants
22 knew or should have known it imposed systematic quota and production demands on Plaintiff and
23 other Aggrieved Employees which violated the rights of Plaintiff and Aggrieved Employees under
24 Labor Code sections 2100, *et seq.* Specifically, Plaintiff is informed and believes, and based thereon
25 alleges, that Defendants had a duty to ensure its production demands/quotas did not prevent Plaintiff
26 and Aggrieved Employees from complying with laws pertaining to meal periods, rest periods,
27 bathroom breaks (including, without limitation, reasonable travel time to and from bathroom
28 facilities), and/or exposing them to safety or Occupational Safety and Health Administration

1 (“OSHA”) hazards. Defendants, or some of them, constitute a “covered employer” and its
2 warehouse employees are “covered employees.” Defendants, or some of them, implement quotas
3 as defined in Labor Code section 2100, subdivision (h) and subjects Plaintiff and Aggrieved
4 Employees to adverse employment actions as defined in Labor Code section 2102. Furthermore,
5 Defendants, or some of them, willfully, knowingly and intentionally established quotas that harmed
6 Plaintiff and Aggrieved Employees all to increase Defendants’ profits without concern for employee
7 safety. Defendants, in fact, tracked meals, rest, and recovery periods, that were not provided and
8 did nothing to change its policies and practices. Defendants also restricted and monitored the use
9 of bathroom facilities and charged the time Plaintiff and Aggrieved Employees used the bathroom
10 against their quota. In other words, Plaintiff and Aggrieved Employees who did not wait to use the
11 restroom during meal or rest periods or before or after their shift, were penalized for not meeting
12 the quota either through reprimands, warnings, and termination. Defendants maintained a point
13 system designed to prevent Plaintiff and Aggrieved Employees from complying with California law
14 as alleged in this Notice and systematically used to punish Plaintiff and Aggrieved Employees.
15 Furthermore, Defendants prevented compliance with California’s meal and rest break laws and
16 failed to consider meal and rest breaks as productive time when Plaintiff and Aggrieved Employees
17 were required to remain on call in violation of Labor Code section 2103, subdivision (b). Plaintiff
18 and Aggrieved Employees were not permitted to take compliant meal breaks, rest breaks, and/or
19 rest and recovery periods when requested, due to Defendants’ unlawful policy and practice to favor
20 production goals over the rights of Plaintiff and Aggrieved Employees. Consequently, Plaintiff and
21 other Aggrieved Employees were not provided with meal periods (or second meal periods); and/or
22 authorized or permitted to take rest periods (including second or third rest periods); and/or recovery
23 periods; and Defendants’ policies prevented Aggrieved Employees from taking these meal, rest
24 and/or recovery periods as required by California law. Furthermore, Defendants did not provide to
25 Plaintiff and Aggrieved Employees a written description of each quota that was applicable to
26 Plaintiff and Aggrieved Employees; maintained secret (undisclosed) quotas; and failed to provide
27 written disclosures each and every time quotas changed either seasonally, daily, hourly, weekly
28 and/or monthly. This includes the number of tasks to be performed or materials that must be

1 produced or handled within a time period, and any potential adverse employment action that could
2 result from failing to meet the quota. This information has not been given by Defendants to Plaintiff
3 and Aggrieved Employees, including when hired, commencing on January 1, 2022 to the present.
4 Additionally, Defendants changed the “quota” regularly without notice, as often as per pay period.
5 Defendants were also required to provide a new written quota disclosure each and every time the
6 quota changed and failed to do so since the Notice was provided. Defendants failed to produce
7 Plaintiff’s written quota disclosure upon written request pursuant to Labor Code sections 2100
8 through 2112, and failed to provide written disclosures to Plaintiff and Aggrieved Employees,
9 including new hires, since January 1, 2022, as well as to current employees each time the quota
10 changed. Defendants had and has a policy and practice of taking adverse employment action against
11 Plaintiff and Aggrieved Employees for failing to meet a quota that does not allow Plaintiff and
12 Aggrieved Employees to comply with meal and rest periods, or occupational health and safety laws
13 in the Labor Code or Division Standards, or for failure to meet a quota that has not been disclosed
14 to Plaintiff and Aggrieved Employees pursuant to Labor Code section 2101. Plaintiff thus violated
15 Labor Code sections 2100 through 2112. Plaintiff and the Aggrieved Employees personally suffered
16 these violations, which in turn would entitle Plaintiff and other Aggrieved Employees to penalties
17 prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for civil
18 penalties pursuant to Labor Code sections 558, 1174.5, 1695.55, 1198 and 2699. Plaintiff further
19 informed and believes, and based thereon alleges, that Defendants’ conduct above gave rise to such
20 violations and was malicious, fraudulent, or oppressive, particularly given, among other reasons,
21 Defendants have been sued for these violations in the past. Thus, Defendants would further be liable
22 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

23 38. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
24 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
25 statements and similar payroll documents under Labor Code section 226, documents signed to
26 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
27 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
28 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiff

1 and the Aggrieved Employees personally suffered these violations, which in turn would entitle
2 Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and
3 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558,
4 1174.5, and 2699. Plaintiff further informed and believes, and based thereon alleges, that
5 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
6 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
7 2699(f)(2)(B)(ii).

8 39. Plaintiff is further informed and believes, and based thereon alleges that Defendants
9 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor
10 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
11 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
12 applicable to their employment; any allowances claimed as part of the minimum wage; the regular
13 payday designated by Defendants; the name of the employer, including any "doing business as"
14 names used by the employer; the physical address of the employer's main office and the telephone
15 number of the employer; the name, address and telephone number of the workers' compensation
16 insurance carrier; information regarding paid sick leave; and other pertinent information required to
17 be disclosed by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that
18 Defendants' failure to provide such information, including rates of pay that are in effect, has
19 permitted Defendants to pay employees at rates of pay that were not agreed upon and violate
20 minimum wage and overtime wage laws in California. Plaintiff is informed and believes that
21 Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and other Aggrieved
22 Employees personally suffered these violations. Plaintiff is further informed and believes, and based
23 thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious,
24 fraudulent, or oppressive. Among other relief, employees may collect from Defendants in
25 connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and
26 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
27 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

11 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
12 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
13 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
14 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
15 limitation, terms known to be illegal in purported arbitration agreements, and other written
16 documents presented for signature and/or assent to Plaintiff and/or Aggrieved Employees by
17 Defendants. Defendants also required Plaintiff and Aggrieved Employees to inform prospective
18 employers of Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work.
19 As a result, Plaintiff is informed and believes that Defendants violated Labor Code sections 432.5
20 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and
21 other Aggrieved Employees personally suffered these violations, and that Defendants violated,
22 without limitation, Labor Code section 432.5 and Government Code section 12952, entitling
23 Plaintiff and other Aggrieved Employees to damages. Plaintiff is further informed and believes, and
24 based thereon alleges, that Defendants' conduct above gave rise to such violations and was
25 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to
26 Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and
27 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
28 2699(f)(2)(B)(ii).

1 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
2 and has a practice or policy of conducting unlawful background checks on prospective and current
3 employees, including without limitation Plaintiff, prior to making a conditional offer. Plaintiff is
4 informed and believes, and based thereon alleges, that Defendants violated applicable laws by,
5 without limitation: requiring job applicants and employees to disclose their conviction history before
6 Defendants made a conditional offer of employment; inquiring into or considering the conviction
7 history of applicants before Defendants made any conditional offers of employment; considering,
8 distributing, or disseminating information about arrests not followed by conviction, referrals to or
9 participation in a pretrial or posttrial diversion program, convictions that have been sealed,
10 dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the
11 convicted person has received a full pardon or has been issued a certificate of rehabilitation, while
12 conducting conviction history background checks in connection with any applications for
13 employment; intending to deny an applicant a position of employment solely or in part because of
14 the applicant's conviction history; and asking applicants for employment to disclose, through any
15 written form or verbally, information concerning or related to an arrest, detention, processing,
16 diversion, supervision, adjudication, or court disposition that occurred while the person was subject
17 to the process and jurisdiction of the juvenile court, to the detriment of Plaintiff and other Aggrieved
18 Employees. As such, Plaintiff is informed and believes, and based thereon alleges, that Employee
19 and other Aggrieved Employees personally suffered these violations, as well as violation of Labor
20 Code section 1198, and that Defendants violated, without limitation, Labor Code sections 432.7 and
21 1198, as well as Government Code section 12952, entitling Plaintiff and other Aggrieved Employees
22 to damages. Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
23 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendant
24 would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8, 1198, and
25 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendant would further be liable
26 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 43. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
28 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate

1 the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
2 Employees pursuant to PAGA.

3 **FIRST AND ONLY CAUSE OF ACTION**

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

5 44. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
6 preceding paragraphs as though fully set forth hereat.

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

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

13 46. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
14 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
15 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
16 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
17 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
18 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
19 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

20 47. At all relevant times herein, Defendants have had a consistent policy or practice of
21 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
22 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
23 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
24 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
25 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
26 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
27 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
28 violation in connection with each payment that was made in violation of Labor Code section 204.

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1 to recover underpaid wages;

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

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

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

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

15 Violation of Labor Code § 1174.5

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

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

26 57. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
27 every person employing labor in California to “[k]eep, at a central location in the state or at the
28 plants or establishments at which employees are employed, payroll records showing the hours

1 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
2 piece rate paid to, employees employed at the respective plants or establishments. These records
3 shall be kept in accordance with rules established for this purpose by the commission, but in any
4 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
5 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
6 earned.”

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

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

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

21 Violation of Labor Code § 1197.1

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

28 (1) For any initial violation that is intentionally committed, one hundred dollars

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

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

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

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

24 Civil Penalties Under Labor Code § 2699

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

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

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

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

12 **PRAYER**

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

15 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
16 1174.5, 1197.1, and 2699;

17 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
18 210, 226.3, 558, 1174.5, 1197.1, and 2699;

19 C. For equitable, including, without limitation, injunctive relief;

20 C. Pre-judgment and post-judgment interest;

21 D. For costs of suit incurred herein; and

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

Dated: February 23, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Calyn V. Hadlock
CALYN V. HADLOCK
SAREEN K. KHAKH
Attorneys for Plaintiff JOSE PEREZ, and on
behalf of all other Aggrieved Employees