

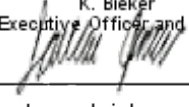
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ELECTRONICALLY FILED
Superior Court of California
County of Ventura

04/03/2026

K. Bieker
Executive Officer and Clerk

By:  Deputy Clerk
Lauralei Jensen

Attorneys for Plaintiffs, JOSE SANCHEZ BANUELOS and MARTIN GOMEZ
as Aggrieved Employees, and on behalf of all other
Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

JOSE SANCHEZ BANUELOS and MARTIN GOMEZ, as Aggrieved Employees, and on behalf of all other Aggrieved Employees under the Labor Code Private Attorneys' General Act of 2004,

Plaintiff,

v.

WICKS SOLAR INC., a California corporation; WICKS ROOFING, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 2026CUOE064322

REPRESENTATIVE ACTION

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

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

1 Plaintiffs JOSE SANCHEZ BANUELOS and MARTIN GOMEZ (“Plaintiffs”), as
2 Aggrieved Employees, and on behalf of all other Aggrieved Employees under the Labor Code
3 Private Attorneys’ General Act of 2004, allege 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 WICKS SOLAR INC.,
7 a California corporation, and any of its respective subsidiaries or affiliated companies within the
8 State of California (“Wicks Solar”), and WICKS ROOFING, INC., a California corporation, and
9 any of its respective subsidiaries or affiliated companies within the State of California (“Wicks
10 Roofing”) (hereinafter, collectively, “Defendants”) as a proxy of the Labor and Workforce
11 Development Agency of the State of California (“LWDA”), on behalf of Plaintiffs and all Aggrieved
12 Employees that worked for Defendants during the PAGA Period. Specifically, in connection with
13 any alleged claims for failure to comply with Labor Code sections 201, 202, 203, 204, 210, 221,
14 223, 226, 226.2, 226.3, 226.7, 227.3, 233, 234, 245, 246, 432, 432.5, 512, 551, 552, 558, 1174,
15 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1771, 1774, 1197, 1197.1, 2800, 2802, 2810.5, 2699,
16 among others, Government Code section 12952, as well as applicable Wage Orders, Plaintiffs seek
17 to represent all current and former employees that worked for Defendants during the PAGA Period.
18 On all other claims mentioned herein, Plaintiffs seek to represent only non-exempt current and
19 former employees that worked for Defendants during the PAGA Period. Collectively, these
20 employees are herein referred to as “Aggrieved Employees.” The “PAGA Period” refers to three
21 years preceding the date notice was submitted to the LWDA, continuing past the date of notice to
22 the LWDA into perpetuity.

23 **PARTIES**

24 2. Plaintiff JOSE SANCHEZ BANUELOS is a resident of the State of California. At
25 all relevant times herein, Plaintiff JOSE SANCHEZ BANUELOS is informed and believes, and
26 based thereon alleges, that Defendants employed Plaintiff JOSE SANCHEZ BANUELOS as a non-
27 exempt employee. Plaintiff JOSE SANCHEZ BANUELOS worked as a roofing installer and truck
28 driver with duties that included, but were not limited to roofing installation and picking up and

1 delivering materials to various job sites. Plaintiff JOSE SANCHEZ BANUELOS is informed and
2 believes, and based thereon alleges, that Plaintiff JOSE SANCHEZ BANUELOS worked for
3 Defendants from approximately February of 2022 through approximately April of 2025.

4 3. Plaintiff MARTIN GOMEZ is a resident of the State of California. At all relevant
5 times herein, Plaintiff MARTIN GOMEZ is informed and believes, and based thereon alleges, that
6 Defendants employed Plaintiff MARTIN GOMEZ as a non-exempt employee. Plaintiff MARTIN
7 GOMEZ worked as a roofing installer with duties that included, but were not limited to, demolition
8 and installation of roofing tiles. Plaintiff MARTIN GOMEZ is informed and believes, and based
9 thereon alleges, that Plaintiff MARTIN GOMEZ worked for Defendants from approximately
10 November of 2023 through approximately April of 2025.

11 4. Plaintiffs are informed and believe and based thereon allege that defendant WICKS
12 SOLAR INC. is, and at all times relevant hereto was, a corporation organized and existing under
13 and by virtue of the laws of the State of California and doing business in the County of Ventura,
14 State of California. At all relevant times herein, WICKS SOLAR INC., employed Plaintiffs and
15 Aggrieved Employees within the State of California.

16 5. Plaintiffs are informed and believe and based thereon allege that defendant WICKS
17 ROOFING, INC. is, and at all times relevant hereto was, a corporation organized and existing under
18 and by virtue of the laws of the State of California and doing business in the County of Ventura,
19 State of California. At all relevant times herein, WICKS ROOFING, INC., employed Plaintiffs and
20 Aggrieved Employees within the State of California.

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

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

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

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

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

5

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

12. Venue is proper in Ventura County, California pursuant to Code of Civil Procedure

1 sections 392, *et seq.* because, among other things, Ventura County is where the causes of action
2 complained of herein arose; the county in which the employment relationship began; the county in
3 which performance of the employment contract, or part of it, between Plaintiffs and Defendants was
4 due to be performed; the county in which the employment contract, or part of it, between Plaintiffs
5 and Defendants was actually performed; and the county in which Defendants, or some of them,
6 reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiffs and Aggrieved
7 Employees in Ventura County, and Defendants employ Aggrieved Employees in Ventura County.

8 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

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

22 16. Pursuant to Labor Code section 2699.3, on or around September 26, 2025, Plaintiffs
23 provided written notice of Defendants’ violation of various provisions of the Labor Code to the
24 LWDA online and by certified mail, with return receipt requested, to Defendants (“PAGA Notice”).

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

28 18. To the extent Defendants, or either of them, previously used the notice and cure

1 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
2 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
3 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
4 conference process pursuant to section 2699.3(f).

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

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

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

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

1 **FACTUAL ALLEGATIONS**

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

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

11 25. Upon information and belief, Defendants failed to accurately track and/or pay for all
12 minutes actually worked by Plaintiffs and Aggrieved Employees at the proper rates of pay.
13 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
14 including, without limitation, by requiring Plaintiffs and Aggrieved Employees to clock out for meal
15 periods and continue working; and to continue working during rest periods.

16 26. In addition, Defendants failed to include all forms of remuneration, including non-
17 discretionary bonuses and other forms of remuneration into the regular rate of pay during pay
18 periods where overtime was worked. Moreover, upon information and belief, Defendants
19 detrimentally rounded, edited and/or manipulated time entries so the hours recorded were less than
20 the hours actually worked.

21 27. Plaintiffs are informed and believe, and based thereon allege, that Defendants
22 violated, without limitation, Labor Code sections 223, 551, 552, 1197, 1182.12, and applicable
23 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
24 worked. Thus, Plaintiffs and other Aggrieved Employees are entitled to actual and liquidated
25 damages under, without limitation, Labor Code sections 1771, 1774 1194, 1194.2, and 1198.
26 Plaintiffs are further informed and believe, and based thereon allege, that Defendants' conduct above
27 gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would also be
28 liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages),

1 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
2 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

3 28. 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 or
9 requiring Aggrieved Employees to work through meal periods. Plaintiffs and other Aggrieved
10 Employees personally suffered these violations. Consequently, Plaintiffs are informed and believe,
11 and based thereon allege, that Defendants violated Labor Code sections 512 and 1198 each day for
12 each Aggrieved Employee during the PAGA Period, and thus each Aggrieved Employee was owed
13 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period
14 under Labor Code section 226.7. However, Plaintiffs are informed and believe that those premium
15 payments under Labor Code section 226.7 were not made for these non-compliant meal periods,
16 either at all or at the proper regular rate of pay. Defendants would thus be liable for civil penalties
17 pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for
18 both failing to authorize the taking of compliant meal periods and for failing to provide premium
19 pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k).
20 Plaintiffs are further informed and believe, and based thereon allege, that Defendants' conduct that
21 gave rise to such violations and was malicious, fraudulent, or oppressive. As such, Defendants are
22 further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

23 29. Plaintiffs are informed and believe, and based thereon allege, that Defendants
24 maintain policies or practices of compelling Plaintiffs and other Aggrieved Employees every day
25 to, including, without limitation, work over four-hour periods (or major fractions thereof) without
26 authorizing and permitting Plaintiffs and other Aggrieved Employees to take uninterrupted, timely,
27 and complete ten-minute rest periods in which the employees are completely relieved of all of their
28 duties. By way of example, Defendants regularly denied Plaintiffs and Aggrieved Employees lawful

1 rest periods by, without limitation, by failing to provide rest periods all together, failing to provide
2 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
3 minutes in length, including rest periods that were shorter than ten minutes, or rest periods that may
4 have encompassed a total of ten minutes but were in practice less than ten uninterrupted minutes
5 due to, without limitation, work demands and interruptions. Plaintiffs and other Aggrieved
6 Employees personally suffered these violations. Consequently, Plaintiffs are informed and believe,
7 and based thereon allege, that Defendants violated the applicable Wage Order(s) each day for each
8 Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed
9 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period
10 under Labor Code section 226.7. However, Plaintiffs are informed and believe that those premium
11 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
12 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
13 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
14 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking
15 of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7,
16 or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and
17 believe, and based thereon allege, that Defendants' conduct above gave rise to such violations and
18 was malicious, fraudulent, or oppressive. As such, Defendants are further liable for civil penalties
19 pursuant to Labor Code section 2699(f)(2)(B)(ii).

20 30. As a result of, among other things, Defendants' herein-described policy or practice
21 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
22 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
23 rest periods, as described above, and due to independent failures in connection therewith, Plaintiffs
24 are informed and believe, and based thereon allege, that Defendants also intentionally failed and
25 continue to fail to furnish Plaintiffs and Aggrieved Employees with itemized wage statements that
26 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
27 inclusive dates of the period for which the employee is paid; the name of the employee and only the
28 last four digits of their social security number or an employee identification number other than a

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

19 31. Plaintiffs are informed and believe, and based thereon allege, that Defendants also
20 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
21 compensation to Plaintiffs and other terminated or resigned employees, including but not limited to,
22 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
23 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at
24 the proper regular rate of pay, among other things. Consequently, Plaintiffs are informed and
25 believe, and based thereon allege, that Defendants violated Labor Code sections 201, 202 203, and
26 1198 each pay period for each Aggrieved Employee during the PAGA Period, and thus Plaintiffs
27 and each Aggrieved Employee personally suffered these violations and was owed penalties under
28 Labor Code section 203 for each pay period worked during the PAGA Period. However, Plaintiffs

1 are informed and believe that those penalties under Labor Code section 203 were not made for these
2 violations of Labor Code sections 201, 202, and 203. Defendants would thus be liable for civil
3 penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections
4 2699(e)(1) and 2699(j). Plaintiffs are further informed and believe, and based thereon allege, that
5 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
6 oppressive. As such, Defendants would further be liable for civil penalties pursuant to Labor Code
7 section 2699(f)(2)(B)(ii).

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

22 33. Plaintiffs are is informed and believe, and based thereon allege, that Defendants had
23 and have a policy or practice of failing to pay Plaintiffs and other Aggrieved Employees their paid
24 time off and vacation time owed upon separation of employment as wages at their final rate of pay
25 in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Plaintiffs and other
26 Aggrieved Employees have personally suffered these violations and Defendants would be liable for
27 civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and
28 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and

1 believe, and based thereon allege, that Defendants' conduct above gave rise to such violations and
2 was malicious, fraudulent, or oppressive. Therefore, Defendants would further be liable for civil
3 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

20 35. Plaintiff are informed and believe, and based thereon allege, that Defendants,
21 including their agents, managers, superintendents, and/or officers, required Plaintiffs and/or
22 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and their
23 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
24 limitation, terms known to be illegal in purported arbitration agreements, and other written
25 documents presented for signature and/or assent to Plaintiff and/or Aggrieved Employees by
26 Defendants. As such, Plaintiffs are informed and believe, and based thereon allege, that Plaintiffs
27 and other Aggrieved Employees personally suffered these violations, and that Defendants violated,
28 without limitation, Labor Code section 432.5 and Government Code section 12952, entitling

1 Plaintiffs and other Aggrieved Employees to damages. Plaintiffs are further informed and believe,
2 and based thereon allege, that Defendants' conduct above gave rise to such violations and was
3 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to
4 Labor Code sections 432.5, 1198, 1700.31 and 2699, or injunctive relief under sections 2699(e)(1)
5 and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
6 2699(f)(2)(B)(ii).

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

27 37. In addition to the above, Plaintiffs are informed and believe, and based thereon allege
28 that Defendants failed and continue to fail to keep adequate or accurate time records including wage

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

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

1 in connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and
2 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
3 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

8 **FIRST AND ONLY CAUSE OF ACTION**

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

10 40. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the
11 preceding paragraphs as though fully set forth hereat.

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

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

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

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

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

6 Civil Penalties Under Labor Code § 226.3

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

14 45. 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 46. 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 47. Plaintiffs are informed and believe, and based thereon alleges, that Defendants had
22 and have a policy or practice of failing to furnish Aggrieved Employees with itemized wage
23 statements as set forth in the preceding paragraphs.

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

1 Violation of Labor Code § 558

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

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

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

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

13 50. Plaintiffs are informed and believe, and based thereon alleges, that Defendants, and
14 each of them, violated, or caused to be violated, the Labor Code sections regulating minimum wages
15 or hours and days of work described herein, including but not limited to Labor Code sections 203,
16 226, 226.7, 1194 and 2802.

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

22 Violation of Labor Code § 1174.5

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

1 or papers of the person.”

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

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

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

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

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

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1 Violation of Labor Code § 1197.1

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

8 (1) For any initial violation that is intentionally committed, one hundred dollars
9 (\$100) for each underpaid employee for each pay period for which the
10 employee is underpaid. This amount shall be in addition to an amount
11 sufficient to recover underpaid wages, liquidated damages pursuant to Section
12 1194.2, and any applicable penalties imposed pursuant to Section 203.

13 (2) For each subsequent violation for the same specific offense, two hundred fifty
14 dollars (\$250) for each underpaid employee for each pay period for which the
15 employee is underpaid regardless of whether the initial violation is
16 intentionally committed. This amount shall be in addition to an amount
17 sufficient to recover underpaid wages, liquidated damages pursuant to Section
18 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

22 59. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
23 caused Plaintiffs and Aggrieved Employees not to be paid minimum wages as a result of Defendants
24 routinely failing to accurately track and/or pay for all minutes actually worked by Plaintiffs and
25 Aggrieved Employees at the proper rates of pay. Defendants also engaged, suffered, or permitted
26 Aggrieved Employees to work off the clock, including, without limitation, by requiring Plaintiffs
27 and Aggrieved Employees to clock out for meal periods and continue working and to continue
28 working during rest periods.

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

Civil Penalties Under Labor Code § 2699

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

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

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

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

PRAYER

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

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

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210, 226.3, 558, 1174.5, 1197.1, and 2699;

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

C. Pre-judgment and post-judgment interest;

D. For costs of suit incurred herein; and

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

Dated: March 17, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Sarah H. Cohen

SARAH H. COHEN

Attorneys for Plaintiffs, JOSE SANCHEZ

BANUELOS and MARTIN GOMEZ

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