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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

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

Plaintiff

v.

MMCI ACQUISITION, LLC, a Delaware
limited liability company doing business as
MORTECH MANUFACTURING; MP
ACQUISITION, LLC, a Delaware limited
liability company doing business as MOPEC,
INC.; MP ACQUISITION, LLC, a foreign
limited liability company operating under the
name MOPEC; MPC CONSOLIDATION,
LLC, a Delaware limited liability company
doing business as MOPEC GROUP; WAUD
CAPITAL PARTNERS, LLC, an Illinois
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: **26STCV28101**

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 VICTOR CAZARES (“Plaintiff”), as an Aggrieved Employee, and on behalf of all
2 other Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004, alleges
3 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 MMCI
7 ACQUISITION, a Delaware limited liability company doing business as MORTECH
8 MANUFACTURING; and any of its respective subsidiaries or affiliated companies within the State
9 of California (“MMCI”); MP ACQUISITION, LLC, a Delaware limited liability company doing
10 business as MOPEC, INC., and any of its respective subsidiaries or affiliated companies within the
11 State of California (“MP ACQUISITION 1”); MP ACQUISITION, LLC, a foreign limited liability
12 company allowed to operate under the name of MOPEC and any of its respective subsidiaries or
13 affiliated companies within the State of California (“MP ACQUISITION 2”); MPC
14 CONSOLIDATION, LLC, a Delaware limited liability company doing business as MOPEC
15 GROUP, and any of its respective subsidiaries or affiliated companies within the State of California
16 (“MPC CONSOLIDATION”); and WAUD CAPITAL PARTNERS, LLC; an Illinois limited
17 liability company, and any of its respective subsidiaries or affiliated companies within the State of
18 California (“WAUD CAPITAL PARTNERS”) (hereinafter, MMCI, MP ACQUISITION 1, MP
19 ACQUISITION, LLC 2, MPC CONSOLIDATION, and WAUD CAPITAL PARTNERS
20 collectively, with DOES 1 through 100, as further defined below, “Defendants”) as a proxy of the
21 Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of
22 Plaintiff and all Aggrieved Employees that worked for Defendants during the PAGA Period.
23 Specifically, in connection with any alleged claims for failure to comply with Labor Code sections
24 200, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 227.3, 245, 246, 432, 432.3, 432.5, 1198, 1198.5,
25 and applicable Wage Orders, Plaintiff seeks to represent all current and former employees that
26 worked for Defendants during the PAGA Period. On all other claims mentioned herein, Plaintiff
27 seeks to represent only non-exempt current and former employees that worked for Defendants
28 during the PAGA Period. Collectively, these employees are herein referred to as “Aggrieved

1 Employees.” The “PAGA Period” refers to one year preceding the date notice was submitted to the
2 LWDA, continuing past the date of notice to the LWDA until judgement is entered.

3 **PARTIES**

4 2. Plaintiff VICTOR CAZARES is a resident of the State of California. At all relevant
5 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 employed Plaintiff as a non-exempt employee. Plaintiff worked as a fabrication assembler and
7 installer with duties that included, but were not limited to, assembling equipment, using power tools
8 while following blueprints, soldering, performing electrical work, fabrication and using mechanical
9 and hand tools. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff VICTOR
10 CAZARES worked for Defendants from approximately December of 2021 through approximately
11 July of 2025.

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

17 4. Plaintiff is informed and believes and based thereon alleges that defendant MP
18 ACQUISITION 1 is, and at all times relevant hereto was, a limited liability company organized and
19 existing under and by virtue of the laws of the State of Delaware and doing business in the County
20 of Los Angeles, State of California. At all relevant times herein, MP ACQUISITION 1 employed
21 Plaintiff and Aggrieved Employees within the State of California.

22 5. Plaintiff is informed and believes and based thereon alleges that defendant MP
23 ACQUISITION 2 is, and at all times relevant hereto was, a foreign limited liability company doing
24 business in the County of Los Angeles, State of California. At all relevant times herein, MP
25 ACQUISITION 2 employed Plaintiff and Aggrieved Employees within the State of California.

26 6. Plaintiff is informed and believes and based thereon alleges that defendant MPC
27 CONSOLIDATION is, and at all times relevant hereto was, a limited liability company organized
28 and existing under and by virtue of the laws of the State of Delaware and doing business in the

1 County of Los Angeles, State of California. At all relevant times herein, MPC CONSOLIDATION
2 employed Plaintiff and Aggrieved Employees within the State of California.

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

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

15 **JOINT LIABILITY ALLEGATIONS**

16 9. Plaintiff is informed and believes, and based thereon alleges, that each defendant
17 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
18 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are
19 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
20 to "Defendants," it shall include MMCI, MP ACQUISITION 1, MP ACQUISITION 2, MPC
21 CONSOLIDATION, WAUD CAPITAL PARTNERS, and any of their parent, subsidiary, or
22 affiliated companies within the State of California, as well as DOES 1 through 100 identified herein.

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

28 11. All of the acts and conduct described herein of each and every corporate defendant

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

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

11 **JURISDICTION**

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

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

23 **PAGA REPRESENTATIVE ALLEGATIONS**

24 15. Plaintiff is an “Aggrieved Employee” under PAGA, as Plaintiff was employed by
25 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein.
26 Accordingly, Plaintiff seeks to recover civil penalties under PAGA, plus reasonable attorneys’ fees
27 and costs, for Plaintiff and all other Aggrieved Employees of Defendants during the PAGA Period.

28 16. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative

1 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
2 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
3 PAGA allegations described herein is not required.

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

8 18. Pursuant to Labor Code section 2699.3, on or around July 1, 2026, Plaintiff provided
9 written notice of Defendants' violation of various provisions of the Labor Code to the LWDA online
10 and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

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

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

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

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

28 23. In the event that Defendants, or either of them is/are deemed to have adequately taken

1 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
2 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
3 Code section 2699(h)(1)-(3).

4 24. In the event, the LWDA and/or a court issued a finding or determination to the
5 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
6 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
7 any of them, would be subject to heightened penalties pursuant to Labor Code sections
8 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either
9 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving
10 of the PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations
11 as detailed herein was and is malicious, fraudulent, and/or oppressive. Thus, Defendants, or any of
12 them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack
13 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 suffer under
28 Defendants control by waiting in long lines to clock in due to the fact there was only one working

1 time clock at the entrance of the premises, and Plaintiff had to wait because it was crowded; and to
2 make and receive phone calls off the clock to communicate with supervisors.

3 28. In addition, Defendant failed to include all forms of remuneration, including non-
4 discretionary bonuses, incentive pay, gift cards and other forms of remuneration into the regular rate
5 of pay during pay periods where overtime was worked. For example, Plaintiff received Christmas
6 bonuses but Plaintiff's overtime was paid at the regular rate instead of an adjusted rate. Moreover,
7 upon information and belief, Defendants detrimentally rounded time entries so the hours recorded
8 were less than the hours actually worked.

9 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
11 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
12 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
13 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiff is further
14 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
15 violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
16 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
17 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
18 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

19 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
20 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
21 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
22 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
23 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
24 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; not
25 allowing Plaintiff to leave the premises for breaks; not providing timely meal periods; failing to
26 provide second meal periods; providing short meal periods, including without limitation, meal
27 periods that may appear on the record to be 30 minutes or longer but in practice were shorter than
28 thirty minutes due to walking time to get to a designated break area and time spent having to wait

1 in line to clock back in; and requiring that Plaintiff carry cellular telephones or walkie-talkie radios
2 during meal periods. By way of example, Defendants had a bell system that indicated when Plaintiff
3 were required to take his meal period; but, on occasion the bell system would malfunction, causing
4 Plaintiff and Aggrieved Employees to take a late meal period or shortened meal period. Plaintiff and
5 other Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is
6 informed and believes, and based thereon alleges, that Defendants violated Labor Code sections 512
7 and 1198 each day for each Aggrieved Employee during the PAGA Period, and thus each Aggrieved
8 Employee was owed one hour of premium pay at their regular rate of pay for each day worked
9 during the PAGA Period under Labor Code section 226.7. However, Plaintiff is informed and
10 believes that those premium payments under Labor Code section 226.7 were not made for these
11 non-compliant meal periods, either at all or at the proper regular rate of pay. Defendants would thus
12 be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these
13 wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and
14 for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under
15 sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon
16 alleges, that Defendants' conduct that gave rise to such violations and was malicious, fraudulent, or
17 oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code section
18 2699(f)(2)(B)(ii).

19 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
21 including, without limitation, work over four-hour periods (or major fractions thereof) without
22 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
23 and complete ten-minute rest periods in which the employees are completely relieved of all of their
24 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
25 rest periods by, without limitation, interrupting rest periods; not allowing employees to leave the
26 premises during breaks; failing to provide rest periods that were at least ten minutes in length,
27 including rest periods that may have encompassed a total of ten minutes but were in practice less
28 than ten uninterrupted minutes due to, without limitation, walking time to get to a designated break

1 area; and requiring employee carry cellular telephones or walkie-talkie radios during rest periods.
2 By way of example, Plaintiff and Aggrieved Employees would forgo rest periods in order to reach
3 workload production quotas. . Plaintiff and other Aggrieved Employees personally suffered these
4 violations. Consequently, Plaintiff is informed and believes, and based thereon alleges, that
5 Defendants violated the applicable Wage Order(s) each day for each Aggrieved Employee during
6 the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at
7 their regular rate of pay for each day worked during the PAGA Period under Labor Code section
8 226.7. However, Plaintiff is informed and believes that those premium payments under Labor Code
9 section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper
10 regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Defendants would thus be
11 liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages),
12 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing
13 to provide premium pay under Labor Code section 226.7, or injunctive relief under sections
14 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that
15 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
16 oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code section
17 2699(f)(2)(B)(ii).

18 32. As a result of, among other things, Defendants' herein-described policy or practice
19 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
20 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
21 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
22 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
23 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
24 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
25 inclusive dates of the period for which the employee is paid; the name of the employee and only the
26 last four digits of their social security number or an employee identification number other than a
27 social security number; all deductions; all applicable hourly rates in effect during the pay period and
28 the corresponding number of hours worked at each hourly rate by the employee; the legal name and

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

17 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
18 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
19 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
20 failing to pay all overtime wages owed, including for failure to pay at overtime the proper rate of
21 pay; all minimum wages; and all premium pay owed; vacation pay and paid time off, as set forth
22 above, among other things. Consequently, Plaintiff is informed and believes, and based thereon
23 alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198 each pay period for
24 each Aggrieved Employee during the PAGA Period, and thus Plaintiff and each Aggrieved
25 Employee personally suffered these violations and was owed penalties under Labor Code section
26 203 for each pay period worked during the PAGA Period. However, Plaintiff is informed and
27 believes that those penalties under Labor Code section 203 were not made for these violations of
28 Labor Code sections 201, 202, and 203. Defendants would thus be liable for civil penalties pursuant

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

6 34. Plaintiff is informed and believes, and based thereon alleges that Defendants also
7 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
8 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for purchasing
9 uniforms, providing uniform and other deposits; the purchase of tools and safety equipment
10 including toolboxes, work benches, hard hats, and safety vests; and the use of personal cellular
11 phone for work purposes including communicating with supervisors and customers and using GPS
12 when making deliveries, 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, Plaintiff and other Aggrieved Employees have
15 personally suffered these violations and Defendants are liable to reimburse Plaintiff 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). Plaintiff is further informed and believes, and based thereon
19 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
20 or oppressive. As such, Defendants would further be liable for civil penalties pursuant to Labor
21 Code section 2699(f)(2)(B)(ii).

22 35. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
23 has or had a policy or practice of failing to reimburse deposits made, including uniform deposits,
24 together with all interest owed at the separation of employment in violation of Labor Code sections
25 404 and 1198. For example, Defendants deducted uniform rental costs from Plaintiff's paycheck
26 throughout his employment. Plaintiff and other Aggrieved Employees personally suffered these
27 violations, and Plaintiff and other Aggrieved Employees are entitled to damages in the amount of
28 the deposit and accrued interest. Thus, Defendants would also be liable for civil penalties under

1 Labor Code sections 558, 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
2 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct was
3 malicious, fraudulent, and/or oppressive, making Defendants subject to heightened civil penalties
4 pursuant to Labor Code section 2699(f)(2)(B)(ii).

5 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
6 and have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid
7 time off and vacation time owed upon separation of employment as wages at their final rate of pay
8 in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Plaintiff and other
9 Aggrieved Employees have personally suffered these violations and Defendants would be liable for
10 civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and
11 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and
12 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
13 was malicious, fraudulent, or oppressive. Therefore, Defendants would further be liable for civil
14 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

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

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

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

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

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

1 June 25, 2025, in violation of these Labor Code sections. Plaintiff and the Aggrieved Employees
2 personally suffered these violations, which in turn would entitle Plaintiff and other Aggrieved
3 Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants would also
4 be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699. Plaintiff further
5 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
6 violations and was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
7 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

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 43. 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 44. 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 45. 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 46. 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 52. 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 53. 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 54. 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 55. 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 56. 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 57. 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 58. 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 59. 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 60. 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 61. 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 62. 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 63. 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 64. 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 65. 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 66. 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: September 3, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Pavel Rukavishnikov

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PAVEL RUKAVISHNIKOV

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and on behalf of all other Aggrieved

Employees