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*Attorneys for Hernandez, on behalf of the State of California and Aggrieved Employees*

Judge William Claster

Judge William Claster

CX-101

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF ORANGE**

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| VALERIE HERNANDEZ, individually and on behalf of the State of California and Aggrieved Employees,<br><br>Plaintiff,<br><br>vs.<br><br>CIRCLE CITY LIQUIDATORS LLC, a California Limited Liability Company; and DOES 1 through 10, Inclusive,<br><br>Defendants. | Case No. 30-2026-01551367-CU-OE-CXC<br><br>**PRIVATE ATTORNEYS GENERAL ACT OF 2004 COMPLAINT FOR:**<br><br>1. Civil Penalties Pursuant to Labor Code § 2699(a); and<br><br>2. Civil Penalties Pursuant to Labor Code § 2699(f).<br><br>[UNLIMITED JURISDICTION] |

**COMES NOW** Plaintiff VALERIE HERNANDEZ ("Hernandez" or "Plaintiff") on behalf of herself, the State of California, and all other Aggrieved Employees, hereby brings this Representative Action Complaint against Defendant CIRCLE CITY LIQUIDATORS LLC, and DOES 1 through 10 ("CCL" or "Defendants"), inclusive, and alleges as follows:

## SUMMARY

1. Hernandez and the Aggrieved Employees, on behalf of the State of California, bring this representative enforcement action pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Lab. Code §§ 2698–2699.5, against Circle City Liquidators, LLC ("CCL"), based on CCL's systemic and ongoing violations of the California Labor Code and applicable Industrial Welfare Commission ("IWC") Wage Orders, including IWC Wage Order No. 7-2001 (Mercantile Industry). Throughout the relevant statutory period—defined as one year and 65 days before the filing of this Complaint and continuing until the resolution of this Action—CCL has subjected Hernandez and the Aggrieved Employees to uniform, unlawful wage-and-hour practices that deny them rights guaranteed under California law.

2. CCL employed Hernandez and the Aggrieved Employees as hourly, non-exempt livestream sellers and retail workers responsible for conducting multi-hour online sales shows, performing pre-show preparation work, and completing post-show cleanup and administrative duties. CCL's scheduling model required Hernandez and the Aggrieved Employees to remain continuously on-camera during livestreams lasting approximately three and a half hours, and CCL enforced strict productivity expectations requiring uninterrupted on-screen time. As a result of these policies, Hernandez and the Aggrieved Employees were routinely denied compliant meal periods in violation of Lab. Code § 512 and rest periods in violation of Lab. Code § 226.7.

3. CCL further required Hernandez and the Aggrieved Employees to perform post-show duties—moving merchandise, preparing shipping labels, cleaning designated studio areas, and resetting the filming space—during periods that should have been duty-free meal periods, thereby depriving them of full, uninterrupted breaks required by California law. CCL also assigned pre-show setup tasks that frequently exceeded the allocated time and, in practice, required Hernandez and the Aggrieved Employees to accelerate or truncate their breaks to meet required

livestream start times.

4. Additionally, CCL unlawfully diverted or withheld gratuities earned by Hernandez and the Aggrieved Employees during livestream sales in violation of Lab. Code § 351. Although customers regularly tipped performers through the platform, CCL knowingly retained these gratuities for its own benefit or redistributed them through non-transparent means. CCL misrepresented to Hernandez and the Aggrieved Employees that tips were pooled and paid out indirectly; in reality, CCL issued only a single $40 gift card for two months of gratuity earnings and provided no accounting of tip amounts thereafter.

5. CCL also failed to timely pay all earned wages to Hernandez and the Aggrieved Employees in violation of Lab. Code § 204 and failed to provide all wages due at the time of separation in violation of Lab. Code §§ 201–204. Because gratuities constitute the sole property of the employee under California law, CCL's withholding of tips further resulted in unpaid wages owed during employment and at termination.

6. CCL knowingly failed to provide Hernandez and the Aggrieved Employees with accurate itemized wage statements as required by Lab. Code § 226(a). For the first several months of employment, CCL issued no wage statements, and the wage statements eventually provided were inconsistent and incomplete. CCL also failed to maintain accurate payroll records as required by Lab. Code §§ 1174 and 1174.5 and failed to furnish wage-statement records upon request in violation of Lab. Code § 226(b)–(c). These recordkeeping failures impaired the ability of Hernandez and the Aggrieved Employees to verify their hours worked, wages earned, and gratuities withheld.

7. Hernandez and the Aggrieved Employees were further harmed when CCL terminated Hernandez's employment under pretextual circumstances while continuing to enforce policies that violated the Labor Code and applicable Wage Orders. By failing to pay all earned wages at separation and continuing its unlawful pay practices, CCL denied former employees full and prompt payment of wages owed under Lab. Code §§ 201–204.

8. Accordingly, Hernandez and the Aggrieved Employees bring this PAGA enforcement action to challenge CCL's policies and practices of: (1) failing to provide compliant

meal periods in violation of Lab. Code § 512; (2) failing to authorize and permit compliant rest periods in violation of Lab. Code § 226.7; (3) unlawfully diverting or withholding gratuities in violation of Lab. Code § 351; (4) failing to timely pay all wages earned in violation of Lab. Code § 204; (5) failing to timely pay all wages due upon separation from employment in violation of Lab. Code §§ 201–204; (6) failing to maintain accurate payroll records in violation of Lab. Code §§ 1174 and 1174.5; (7) failing to provide accurate itemized wage statements in violation of Lab. Code § 226(a); and (8) failing to provide wage-statement records upon request in violation of Lab. Code § 226(b)–(c).

9. Hernandez and the Aggrieved Employees seek all recoverable civil penalties on behalf of the State of California and the Aggrieved Employees pursuant to PAGA, together with all attorneys' fees, costs, and any further relief permitted by law, in order to remedy CCL's widespread, uniform, and unlawful employment practices that have deprived workers of their lawfully earned wages, statutorily required breaks, and mandated labor protections.

## THE PARTIES

10. Hernandez and the Aggrieved Employees were employed by CCL as hourly, non-exempt livestream sales employees from approximately October 2024 through April 2025. Throughout their employment, CCL classified Hernandez and the Aggrieved Employees as non-exempt employees within the meaning of the Labor Code and IWC Wage Order No. 7-2001, and CCL paid them by the hour.

11. Hernandez and the Aggrieved Employees bring this representative enforcement action on behalf of the State of California and on behalf of all of CCL's current and former non-exempt employees employed in California who suffered one or more of the Labor Code violations alleged herein, including violations of Lab. Code §§ 351, 204, 226(a), 226(b)–(c), 512, 226.7, 1174, and 1174.5, and who worked for CCL at any time since one year and 65 days before the filing of this Complaint until final resolution of this Action. These employees are referred to collectively as the "Aggrieved Employees."

12. Hernandez and the Aggrieved Employees are "Aggrieved Employees" within the meaning of Lab. Code § 2699(c) because CCL employed them in California during the statutory

period and because they suffered one or more of the alleged violations of the Labor Code and/or the applicable Wage Order committed by CCL within the relevant limitations period.

13. At all relevant times, Hernandez and the Aggrieved Employees were employees of CCL as defined by the Labor Code and IWC Wage Order No. 7-2001. CCL suffered, permitted, directed, and controlled the work performed by Hernandez and the Aggrieved Employees. CCL was responsible for complying with all applicable wage-and-hour requirements under California law.

14. CCL is a California limited liability company that operates retail and livestream-based merchandise sales facilities in Orange County, California. CCL's principal place of business and primary worksite for Hernandez and the Aggrieved Employees was located at 1137 W. Katella Avenue, Orange, California 92867. CCL may be served through its registered agent, Ryan C. Maresch, at 1759 N. 3rd Avenue, Upland, California 91784.

15. At all times relevant, CCL was the employer of Hernandez and the Aggrieved Employees, or was a person acting on behalf of their employer, within the meaning of Lab. Code § 1197.1 and Lab. Code § 558. CCL, through its owners, officers, agents, and managing personnel, paid or caused to be paid wages to Hernandez and the Aggrieved Employees and implemented, maintained, and enforced the unlawful wage-and-hour policies and practices described herein. As such, CCL is subject to civil penalties under PAGA for each violation of the Labor Code and applicable Wage Orders committed against Hernandez and the Aggrieved Employees.

## JURISDICTION & VENUE

16. This Court has jurisdiction over the State of California's claims for civil penalties, by and through Hernandez and the Aggrieved Employees as the deputized PAGA representatives, pursuant to California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes except those given by statute to other tribunals. The statutes under which this Action is brought—Lab. Code §§ 2698–2699.5—do not confer jurisdiction elsewhere.

17. Hernandez and the Aggrieved Employees, through counsel, submitted a written notice of the alleged Labor Code violations to the California Labor and Workforce Development Agency ("LWDA") in compliance with Lab. Code § 2699.3(a). The LWDA notice was submitted

on October 8, 2025. More than 65 days have elapsed without the LWDA electing to investigate the alleged violations, thereby conferring standing upon Hernandez and the Aggrieved Employees to pursue civil penalties under PAGA.

18. This Court has personal jurisdiction over CCL because CCL is a California limited liability company organized under the laws of the State of California, operates facilities in California, and employs Hernandez and the Aggrieved Employees in California during the relevant statutory period. CCL has purposefully availed itself of the benefits and protections of California law and has caused harm to workers within California, giving rise to personal jurisdiction.

19. Venue is proper in this judicial district pursuant to Code of Civil Procedure §§ 393 and 395.5 because the Labor Code violations alleged herein occurred in Orange County, California. CCL employed Hernandez and the Aggrieved Employees at its primary worksite located at 1137 W. Katella Avenue, Orange, California 92867. CCL conducted business in this County, maintained operations in this County, and implemented and enforced the unlawful policies and practices giving rise to PAGA liability in this County. Accordingly, liability under PAGA arises in Orange County, making this Court the proper venue for this Action.

## Factual Allegations

20. CCL operates a retail and livestream-based merchandise sales business in Orange County, California. To meet its business objectives, CCL employs hourly, non-exempt workers—including Hernandez and the Aggrieved Employees—to conduct multi-hour livestream shows, prepare merchandise, interact with customers on the streaming platform, and perform related sales and operational duties at CCL's Orange, California facility.

21. CCL classifies Hernandez and the Aggrieved Employees as non-exempt, hourly employees within the meaning of IWC Wage Order No. 7-2001. While specific job titles may differ, Hernandez and the Aggrieved Employees are subjected to the same unlawful, uniform policies and practices that violate the California Labor Code and applicable Wage Order provisions.

22. CCL employed Hernandez and the Aggrieved Employees during the relevant statutory period. Hernandez and the Aggrieved Employees performed livestream sales shows lasting approximately three and a half hours each, typically scheduled twice per day. Their primary

job duties included hosting online sales sessions, preparing merchandise and sales displays, performing pre-show setup tasks, managing live customer interactions, and completing post-show cleanup and administrative duties.

23. Throughout their employment, CCL required Hernandez and the Aggrieved Employees to remain on camera during livestreams, enforcing a strict policy prohibiting them from leaving the screen except in rare circumstances. CCL held mandatory meetings during which management emphasized that employees must remain "100% on-screen" during livestreams, making clear that time away from the camera was unacceptable and would negatively affect productivity expectations. As a direct result of these policies, Hernandez and the Aggrieved Employees were not relieved of all duties for required rest periods, in violation of Lab. Code § 226.7 and IWC Wage Order No. 7-2001.

24. Further, Hernandez and the Aggrieved Employees were routinely denied compliant meal periods as required by Lab. Code § 512. CCL scheduled meal periods between livestreams but simultaneously imposed mandatory post-show duties—such as moving merchandise, preparing shipping materials, resetting the livestream area, and cleaning shared spaces—that consumed substantial portions of their unpaid meal periods. Hernandez and the Aggrieved Employees were required to rush through or truncate their meal breaks to ensure that their second livestream show started on time, as CCL expressly instructed that delayed start times were unacceptable. Such practices prevented Hernandez and the Aggrieved Employees from receiving full, uninterrupted 30-minute meal periods.

25. In addition, CCL unlawfully diverted or withheld gratuities earned by Hernandez and the Aggrieved Employees during livestream sales, in violation of Lab. Code § 351. Although customers regularly tipped performers through the livestreaming platform, CCL retained the gratuities for its own benefit, provided no accounting of the amounts received, and misrepresented to employees that tips would be distributed. CCL issued a single $40 gift card purportedly representing two months of gratuities, but thereafter paid no tips despite continued customer tipping. CCL further instructed employees to tell customers that they "received their tips," even though CCL withheld the funds.

26. During the early months of employment, CCL failed to provide wage statements to Hernandez and the Aggrieved Employees as required by Lab. Code § 226(a). When wage statements were eventually provided, they were inconsistent. They lacked the required information, impairing Hernandez and the Aggrieved Employees' ability to verify their hours worked and wages earned, including gratuities unlawfully withheld. CCL also failed to maintain accurate payroll records as required by Lab. Code §§ 1174 and 1174.5.

27. CCL failed to timely pay all earned wages to Hernandez and the Aggrieved Employees, in violation of Lab. Code § 204. Because gratuities belong solely to the employee under Lab. Code § 351, CCL's ongoing withholding of tips resulted in unpaid wages due during the course of employment. When CCL terminated Hernandez and the Aggrieved Employees, it failed to pay all wages owed at the time of separation, including unpaid gratuities, in violation of Lab. Code §§ 201–204.

28. CCL terminated Hernandez and the Aggrieved Employees for pretextual reasons while enforcing and benefitting from the unlawful wage-and-hour policies alleged herein. Management informed Hernandez and the Aggrieved Employees that they had "too much going on at home," despite prior positive performance reviews and despite the fact that CCL's own unlawful scheduling and workload demands contributed to the alleged attendance issues.

29. The unlawful policies and practices described above were uniformly applied to Hernandez and the Aggrieved Employees. CCL maintained centralized control over scheduling, timekeeping, meal and rest break practices, payroll processes, and the retention of gratuities. As such, all Aggrieved Employees were subjected to the same or similar violations of the Labor Code and Wage Order No. 7-2001.

30. CCL knew or should have known that its policies and practices violated California law. CCL exercised control over all hours worked by Hernandez and the Aggrieved Employees, suffered or permitted them to work without providing legally required meal and rest periods, withheld gratuities belonging to the employees, issued non-compliant wage statements, failed to maintain required payroll records, and failed to pay all wages owed during employment and at separation.

31. CCL's conduct was willful, knowing, and carried out in bad faith. As a result, Hernandez and the Aggrieved Employees have suffered significant harm, including nonpayment of wages and gratuities, denial of required breaks, deprivation of accurate wage information, and denial of wages owed upon separation. CCL continues to benefit from the unlawful policies and practices alleged herein, necessitating the imposition of civil penalties and other remedies available under the Labor Code and PAGA.

## PAGA Notice Requirement

32. Hernandez exhausted the notice requirement by filing a notice with the LWDA, as required under the PAGA, as stated in their letter dated October 8, 2025. A true and correct copy of Hernandez's letter is attached hereto as **Exhibit A** and is incorporated herein by reference.

33. As of the filing of this complaint, the LWDA has not provided notice of its intent to investigate the alleged violations, nor has it assumed jurisdiction over the applicable penalty claims alleged. Therefore, Hernandez has exhausted the procedural requirement under PAGA to pursue all civil penalty claims as provided under PAGA.

34. Throughout the relevant time period, CCL employed numerous other non-exempt employees in California, who, on information and belief, were subjected to the same unlawful policies and practices described herein. As a direct result of CCL's unlawful policies and practices, Hernandez and Aggrieved Employees have suffered harm. They are entitled to recover civil penalties pursuant to Labor Code §§ 2698, *et seq.*

## Count I

## Penalties Pursuant to Labor Code § 2699(a)

35. Hernandez incorporates all other paragraphs by reference.

36. Labor Code § 2699(a) provides:

> Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies or employees, for a violation of this 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.

37. Labor Code § 203 provides, in relevant part:

> If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.

38. Labor Code § 226(a) provides:

> Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

39. Labor Code § 226(e)(1) provides:

> An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees.

40. Labor Code § 226.3 provides:

> Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation

> and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law. In enforcing this section, the Labor Commissioner shall take into consideration whether the violation was inadvertent, and in his or her discretion, may decide not to penalize an employer for a first violation when that violation was due to a clerical error or inadvertent mistake.

41. Labor Code § 558(a) and (c) provide:

> (a) Any employer [] who violates, or causes to be violated, a section of this chapter or any provisions regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages…. (c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

42. Labor Code § 1174(d) requires every person employing labor in California to, among other things:

> Keep at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.

43. Labor Code § 1174.5 subjects any person who willfully fails to maintain records required by Labor Code § 1174 to a civil penalty of $500.

44. Hernandez and the Aggrieved Employees seek civil penalties pursuant to Lab. Code § 2699(a) for each failure by CCL, as alleged in this Complaint, to provide compliant meal periods to Hernandez and the Aggrieved Employees in violation of Lab. Code § 512, in the amounts established by Lab. Code § 558. Hernandez and the Aggrieved Employees seek such penalties as an alternative to any individual recovery of premium wages, where applicable, as prayed for herein.

45. Hernandez and the Aggrieved Employees also seek civil penalties pursuant to Lab. Code § 2699(a) for each failure by CCL, alleged in this Complaint, to authorize and permit compliant rest periods in violation of Lab. Code § 226.7, in the amounts established by Lab. Code § 558.

46. Hernandez and the Aggrieved Employees also seek civil penalties pursuant to Lab. Code § 2699(a) for each failure by CCL, alleged in this Complaint, to refrain from unlawfully diverting or withholding gratuities belonging to Hernandez and the Aggrieved Employees in violation of Lab. Code § 351, in the amounts available under the default penalty schedule set forth in Lab. Code § 2699(f).

47. Hernandez and the Aggrieved Employees also seek civil penalties pursuant to Lab. Code § 2699(a) for each pay period in which CCL failed to timely pay all wages earned by Hernandez and the Aggrieved Employees in violation of Lab. Code § 204, in the amounts established by Lab. Code § 210.

48. Hernandez and the Aggrieved Employees also seek civil penalties pursuant to Lab. Code § 2699(a) for each failure by CCL to pay all wages owed at separation of employment to Hernandez and the Aggrieved Employees in accordance with Lab. Code §§ 201–204, recoverable under the default penalty framework of Lab. Code § 2699(f).

49. Hernandez and the Aggrieved Employees also seek civil penalties pursuant to Lab. Code § 2699(a) for each failure by CCL to maintain accurate payroll records in violation of Lab. Code §§ 1174 and 1174.5, in the amounts made recoverable through PAGA.

50. Hernandez and the Aggrieved Employees also seek civil penalties pursuant to Lab. Code § 2699(a) for each failure by CCL to furnish accurate, itemized wage statements as required by Lab. Code § 226(a), in the amounts established by Lab. Code § 226.3.

51. Hernandez and the Aggrieved Employees also seek civil penalties pursuant to Lab. Code § 2699(a) for each failure by CCL to provide wage-statement records upon request as required by Lab. Code § 226(b)–(c), in the amounts established by Lab. Code § 226(f).

52. Pursuant to Lab. Code § 2699.3(a)(1) and (2), Hernandez and the Aggrieved Employees provided the LWDA with written notice of their intention to file this claim on October

8, 2025. More than sixty-five (65) calendar days have passed without notice from the LWDA.

53. As such, Hernandez and the Aggrieved Employees have satisfied all administrative prerequisites to commence this civil action in compliance with Lab. Code § 2699.3(a).

54. Hernandez and the Aggrieved Employees seek the aforementioned penalties on behalf of the State of California and the other Aggrieved Employees as set forth in Lab. Code § 2699(g) and (i).

55. CCL is liable to the Aggrieved Employees and the State of California for the civil penalties set forth in this Complaint, with interest thereon.

56. Hernandez and the Aggrieved Employees are also entitled to an award of attorneys' fees and costs as set forth below.

**57.** Wherefore, Hernandez and the Aggrieved Employees request relief as hereinafter provided.

## COUNT II

## PENALTIES PURSUANT TO LABOR CODE § 2699(f)

58. Hernandez incorporates all other paragraphs by reference.

59. Labor Code § 2699(f) provides:

> For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: … (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation.

60. Labor Code § 200 defines wages as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation." All such wages are subject to California's overtime and double time requirements, including those set forth above.

61. Labor Code § 204(a) provides that "[a]ll wages . . . earned by any person in any employment are due and payable twice during each calendar month[.]"

62. Labor Code § 510(a) provides as follows:

> Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee.

63. IWC Wage Order 7-2001(3)(A)(1) states that employees:

> …shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than … [o]ne and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek….

64. Labor Code § 1194(a) provides as follows:

> Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

65. Labor Code § 1198 makes it unlawful for employers to employ employees under conditions that violate relevant Wage Order(s).

66. To the extent that any violation alleged herein does not carry penalties under Lab. Code § 2699(a), Hernandez and the Aggrieved Employees seek civil penalties pursuant to Lab. Code § 2699(f) for each pay period in which such employee was aggrieved, in the amounts established by Lab. Code § 2699(f).

67. Hernandez and the Aggrieved Employees seek civil penalties under Lab. Code § 2699(f) for CCL's violations of Lab. Code § 351 (unlawful diversion or withholding of gratuities), Lab. Code §§ 201–204 (failure to timely pay all wages owed at separation, where no specific civil penalty is provided), Lab. Code §§ 1174–1174.5 (to the extent any violation falls outside the penalty structure incorporated through Lab. Code § 2699(a)), and Lab. Code § 226(b)–(c) (to the extent applicable violations fall outside Lab. Code § 226(f)).

68. Pursuant to Lab. Code § 2699.3(a)(1) and (2), Hernandez and the Aggrieved Employees have provided the LWDA with PAGA notice of their intention to file this claim. More than sixty-five (65) calendar days have passed without notice from the LWDA. Thus, Hernandez and the Aggrieved Employees have satisfied all administrative prerequisites to commence this civil action.

69. Hernandez and the Aggrieved Employees seek the aforementioned penalties on behalf of the Aggrieved Employees and the State of California as set forth in Lab. Code § 2699(g) and (i).

70. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation of a Labor Code provision that does not provide for a civil penalty if, at the time of the violation, the employer employs one or more employees. Lab. Code § 2699(f)(2) provides for a civil penalty of two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation of a Labor Code provision that does not provide a civil penalty if, at the time of the violation, the employer employs one or more employees.

71. CCL is liable to the State of California and the Aggrieved Employees for the civil penalties set forth in this Complaint. Hernandez and the Aggrieved Employees are also entitled to an award of attorneys' fees and costs.

**72.** Wherefore, Hernandez and the Aggrieved Employees request relief as hereinafter provided.

## RELIEF REQUESTED

WHEREFORE, Hernandez, on behalf of the State of California and the Aggrieved

Employees, requests the following relief:

a. A declaratory judgment that Defendants' conduct violated the Labor Code as alleged herein;

b. An order awarding civil penalties against Defendants to the fullest extent provided for by PAGA;

c. An award of attorneys' fees, costs, and expenses as provided by the California Labor Code, including Labor Code § 2699(g)(1); California Code of Civil Procedure §1021.5; and/or any other applicable law;

d. Pre- and post-judgment interest on any amounts awarded at the highest applicable rate allowed by law; and

e. Such other and further relief as this Court deems just and proper.

Dated: March 2, 2026

**LAUREL EMPLOYMENT LAW APC**

Anna Coughlin

Joshua I. White, Esq.
Anna Coughlin, Esq.

*Attorneys for Hernandez, on Behalf of the State of California and Aggrieved Employees*

# EXHIBIT A

Anna Coughlin, Esq.
anna@laurelemploymentlaw.com

LAUREL
EMPLOYMENT LAW

October 8, 2025

**NOTICE VIA ONLINE SUBMISSION**

**California Labor and Workforce Development Agency**
Private Attorney General Act (PAGA) – Filing
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

**VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)**

**Circle City Liquidators, LLC**
1137 W Katella Avenue
Orange, CA, 92867
(c/o Agent of Service Ryan C. Maresch)

**Circle City Liquidators, LLC**
1136 South Allec St.
Anaheim, CA, 92805

**Ryan C. Maresch**
1759 N 3rd Avenue
Upland, CA, 91784

**Re: Notice by Valerie Hernandez on Behalf of Herself, the State of California, and all other Aggrieved California Employees of Circle City Liquidators, LLC and Does 1-10, as an individual and a Representative of the State of California**

Dear PAGA Administrator:

Pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698, *et seq*., Valerie Hernandez ("Ms. Valerie Hernandez" or "Claimant") intends to bring a civil action against Circle City Liquidators, LLC ("Circle City Liquidators" or "the Employer") and Does 1-10, individually and on behalf of the State of California and all other Aggrieved Employees. This letter serves as Claimant's written notice pursuant to Labor Code § 2699.3(a)(1), providing the Labor and Workforce Development Agency ("LWDA") the opportunity to investigate the alleged claims contained herein of the specific provisions of the Labor Code allegedly violated by the Employer and the facts and theories in support of said allegations. The information contained herein is based on the currently available information and belief.

If the LWDA does not intend to investigate the alleged violations, Claimant intends to file a representative civil action for PAGA penalties on behalf of himself and all other Aggrieved Employees of the Employer and shall seek civil penalties under the PAGA. A copy of this Notice is being sent to the Employer by certified mail at the address above.

**Identity of "Employees"**

Claimant intends to pursue PAGA civil penalties on their own behalf, on behalf of the State of California, and on behalf of other current and former employees of the entities/individuals referenced below who performed non-exempt work for said entities/individuals and were either: 1) classified as a non-exempt employee or 2) should have been classified as a non-exempt employee. Said employees are limited to employees performing work for said entities/individuals at any time during the relevant period. The said employees are collectively referred to hereinafter as "Aggrieved Employees." The names of Aggrieved Employees (other than Claimant) are contained within the personnel records of the Employer.

**Identity and Capacity of Employers/Joint Employers**

Claimant intends to pursue a PAGA action against the Employer and its parent companies, subsidiaries, successors, owners, officers, directors, and managing agents (collectively referred to as "Employer" as well). Claimant will seek to hold all owners, directors, officers, and managing agents of the Employer, personally liable for said violations to the extent permitted under Labor Code § 558 and/or Labor Code § 558.1.

All business entities referenced herein were the alter-egos of each and every other entity and individual referenced herein. There exists, and at all times herein mentioned has existed, a unity of interest and ownership between said entities and individuals such that any separateness between them ceased to exist in that said individuals and other entities have completely controlled, dominated, managed, and operated the business entities and have intermingled the assets of each to suit convenience. Furthermore, each of the business entities was, and at all times mentioned herein, a mere shell, an instrumentality, and a conduit through which the other above-referenced entities/individuals carried out their business, exercising complete control and dominance over the business such that individuality or separateness did not truly exist. Therefore, in the PAGA action, Claimant will seek to hold each said individual and/or entity jointly and severally liable for any and/or all violations committed by the other above-referenced individuals and/or entities.

It should further be noted that the Employer and its parent companies, subsidiaries, successors, owners, officers, directors, and/or managing agents have been engaged in a joint enterprise. Moreover, said persons/individuals are joint employers of Aggrieved Employees for the following reasons: 1) Said entities/individuals directly and/or indirectly exercised control over the wages, hours or working conditions of Aggrieved Employees; 2) Said entities/individuals had knowledge (either personally or through officers, directors and/or managing agents) of the work Aggrieved Employees were doing for them while supposedly being employed by another entity/individual and failed to prevent the work from occurring; and 3) Said entities retained or assumed a general right of control over hiring, direction, supervision, discipline, discharge, and relevant day-to-day aspects of the workplace behavior of Aggrieved Employees.

**Violations/Supporting Facts and Theories**

The Employer is based in Orange, Orange County, California.

At all times herein, the Employer operates a merchandise liquidation and retail business in Orange County, California. The Employer provides live-stream sales of merchandise to customers. The Employer operates within the State of California and has employed/jointly employed Employees (including Claimant) to perform work and services in furtherance of its business and joint enterprise interests.

Claimant has worked for the Employer from October 2024 to April 2025 as a Live Streamer. During Claimant's employment, Claimant was frequently unable to take uninterrupted rest breaks, take full meal periods, and receive earned tips and consistent itemized wage statements.

At all relevant times, at least one year prior to the date of this Notice, the Employer subjected Claimant and other Aggrieved Employees to policies and practices that caused violations of the Labor Code as described herein. Claimant now seeks civil penalties on behalf of all Aggrieved Employees and the State of California, based on alleged violations of the Labor Code and applicable IWC Wage Order(s), including civil penalties pursuant to Labor Code § 558(a). Claimant's claims are set forth in further detail below.

For reasons set forth herein, Claimant alleges the following violations of the Labor Code and applicable IWC Wage Order on behalf of himself and all other non-exempt Aggrieved Employees of Employer:

1. Failure to Provide Meal Periods (Lab. Code § 512)
2. Failure to Provide Rest Periods (Lab. Code § 226.7)
3. Unlawful Diversion or Withholding of Gratuities (Lab. Code § 351)
4. Failure to Pay All Wages Owed (Lab. Code § 204)
5. Failure to Timely Pay All Wages Upon Separation of Employment (Lab. Code §§ 201–204)
6. Failure to Maintain Payroll Records (Lab. Code §§ 1174, 1174.5)
7. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226(a))
8. Failure to Provide Wage-Statement Records Upon Request (Lab. Code § 226(b)(c))
9. Failure to Provide Safe and Healthful Working Conditions (Lab. Code § 6400)

The violations of the Employer, thus, include the following:

**Failure to Provide Meal Periods (Lab. Code § 512)**

Labor Code § 512 and the applicable IWC Wage Order impose a non-waivable duty on the Employer to provide timely, uninterrupted meal periods of at least thirty minutes for qualifying shifts and to ensure that employees are relieved of all duty during such periods. This obligation prohibits policies or practices that deny, delay, interrupt, or discourage meal breaks in violation of statutory or IWC requirements. Claimant asserts this Cause of Action solely for civil penalties under PAGA, as provided by Labor Code § 2699(a), on a representative basis and subject to all prefiling steps outlined in Labor Code § 2699.3.

Claimant and Aggrieved Employees routinely worked shifts requiring meal periods. Still, the Employer required them to perform post-show duties that cut into their meal breaks and pressured them to return to work before completing a full, uninterrupted meal period. The Employer knowingly implemented schedules that placed meal periods between live shows but then assigned additional tasks during these breaks, denying Claimant and Aggrieved Employees the opportunity to be relieved of all duty for the full time required. These policies and practices resulted in missed or shortened meal periods on a regular basis.

This Cause of Action seeks civil penalties on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

**Failure to Provide Rest Periods (Lab. Code § 226.7)**

Labor Code § 226.7 and the applicable IWC Wage Order impose a non-waivable duty on the Employer to authorize and permit all employees to take compliant rest periods, free of work obligations, as required by law for every four hours or significant fraction thereof worked. The Employer must not require, encourage, or allow employees to skip or shorten rest periods, and is prohibited from adopting or maintaining any policy, practice, or system that fails to ensure the provision of legally compliant rest breaks. Claimant brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to the prefiling requirements set forth in Labor Code § 2699.3.

Claimant and Aggrieved Employees were required to remain on camera or otherwise engaged in work activities throughout multi-hour shifts, and the Employer never authorized or permitted uninterrupted rest breaks. Management explicitly directed that employees remain on-screen for the duration of their shows and discouraged any departure from this rule, knowingly denying Claimant and Aggrieved Employees the rest periods to which they were entitled.

This Cause of Action seeks civil penalties on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

**Unlawful Diversion or Withholding of Gratuities (Lab. Code § 351)**

Labor Code § 351 and the applicable IWC Wage Order impose a non-waivable duty on the Employer to permit employees to retain the full amount of any gratuity left for them by a patron and to prohibit the Employer or any agent from collecting, taking, or diverting any portion of those gratuities, except as permitted under a lawful tip pool arrangement. The Employer must not maintain, enforce, or permit any policy or practice that results in the unlawful withholding, diversion, or crediting of gratuities against wages, as regulated by Labor Code § 351 and any relevant provisions of the IWC Wage Order. Claimant brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to the prefiling requirements set forth in Labor Code § 2699.3.

Claimant and Aggrieved Employees regularly received tips from customers during live-streamed sales, but the Employer intentionally withheld these gratuities and instead retained or misdirected the funds for company use. The Employer instructed employees to inform customers that they had received all tips, while only sporadically issuing small gift cards instead of paying out the full amount earned, thereby diverting gratuities in violation of their rights.

This Cause of Action seeks civil penalties on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

**Failure to Pay All Wages Owed (Lab. Code § 204)**

Labor Code § 204 imposes a non-waivable duty on the Employer to pay all earned wages, including commissions and incentive compensation, no less frequently than semimonthly or on other lawfully designated paydays, as established by the statute and any applicable IWC Wage Order. This requirement ensures employees receive timely payment for all hours worked in compliance with statutory deadlines and wage orders. Claimant brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to the prefiling steps outlined in Labor Code § 2699.3.

Claimant and Aggrieved Employees did not receive all wages due to them on a regular and timely basis, as the Employer failed to remit earned tips and, during several pay periods, provided inaccurate compensation information. The Employer’s inconsistent wage payments and lack of transparency regarding tip distribution resulted in ongoing wage shortages for Claimant and Aggrieved Employees.

This Cause of Action seeks civil penalties on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

**Failure to Timely Pay All Wages Upon Separation of Employment (Lab. Code §§ 201–204)**

Labor Code §§ 201 through 204, along with the applicable IWC Wage Order, impose a non-waivable duty on the Employer to pay all earned final wages, including accrued but unpaid compensation, immediately upon discharge or within seventy-two hours after voluntary separation without notice. This requirement prohibits any policy or practice that causes delay, underpayment, or nonpayment of final wages at separation. Claimant brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to all prefiling steps outlined in Labor Code § 2699.3.

Claimant and Aggrieved Employees did not receive all final wages promptly upon separation from employment, as the Employer failed to pay out all earned compensation, including unpaid tips, at the time of discharge. The Employer's actions resulted in delayed and incomplete payment of wages owed at the end of the employment relationship.

This Cause of Action seeks civil penalties on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

**Failure to Maintain Payroll Records (Lab. Code §§ 1174, 1174.5)**

Labor Code § 1174 and Labor Code § 1174.5, as well as the applicable IWC Wage Order, impose a non-waivable duty on the Employer to accurately keep, maintain, and preserve complete payroll records showing hours worked, wages paid, and other required data for each employee for a period of at least three years. This duty includes ensuring that such records are available for inspection and copying by employees and state officials upon request. Any policy or practice that causes records to be missing, incomplete, inaccurate, or not produced as required constitutes a violation of this policy. Claimant brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to the prefiling steps set forth in Labor Code § 2699.3.

Claimant and Aggrieved Employees did not receive pay stubs for several initial pay periods and experienced inconsistent wage statements thereafter, demonstrating that the Employer failed to create and preserve accurate payroll records for each pay period. The Employer did not reliably maintain or provide complete records of hours worked and wages paid, impeding the ability of Claimant and Aggrieved Employees to verify their compensation.

This Cause of Action seeks civil penalties on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

**Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226(a))**

Labor Code § 226(a) and the applicable IWC Wage Order impose a non-waivable duty on the Employer to furnish each employee with accurate, itemized wage statements that set forth all required information, including hours worked, wages earned, pay periods, deductions, and employer identification details. The Employer must not adopt any policy or practice that results in missing, incomplete, or inaccurate wage statements, or otherwise frustrates employees' ability to verify and understand their compensation. Claimant asserts this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to all prefiling steps outlined in Labor Code § 2699.3.

Claimant and Aggrieved Employees did not receive accurate, itemized wage statements for a number of pay periods, particularly at the start of their employment, and the statements that were provided often lacked necessary information. The Employer's failure to provide complete wage statements prevented Claimant and Aggrieved Employees from confirming the accuracy of hours worked, tips earned, and wages paid.

This Cause of Action seeks civil penalties on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

**Failure to Provide Wage-Statement Records Upon Request (Lab. Code § 226(b)(c))**

Labor Code § 226(b) and Labor Code § 226(c), as well as the applicable IWC Wage Order, impose a non-waivable duty on the Employer to permit employees to inspect or copy their wage statements upon request within the statutory timeframes. This obligation requires the Employer to maintain a process for responding to such requests promptly. It prohibits any policy or practice that results in the delay or denial of access to these records, as regulated by Labor Code § 226(b) and Labor Code § 226(c). Claimant brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to the prefiling requirements outlined in Labor Code § 2699.3.

Claimant and Aggrieved Employees requested access to their wage statements but were not promptly provided with copies or given the opportunity for inspection by the Employer. The Employer failed to maintain and deliver wage-statement records upon request, denying Claimant and Aggrieved Employees timely information about their pay and deductions.

This Cause of Action seeks civil penalties only on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

**Failure to Provide Safe and Healthful Working Conditions (Lab. Code § 6400)**

Labor Code § 6400 and the applicable IWC Wage Order impose a non-waivable duty on the Employer to furnish and maintain a safe and healthful workplace for all employees. This obligation requires the Employer to provide adequate safety measures, proper environmental controls, and reasonable working conditions that do not pose unreasonable risks to employee health and safety. The Employer must not maintain, enforce, or permit any policy or practice that subjects employees to unsafe or unhealthful working conditions. Claimant brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to all prefiling steps outlined in Labor Code § 2699.3.

Claimant and Aggrieved Employees were subjected to inadequate and unsafe working conditions during their employment. The workplace facility lacked proper climate control systems, with no air conditioning installed. When temperatures became excessive during work shifts, management's only solution was to open large warehouse doors, which provided insufficient relief from uncomfortable and potentially harmful working conditions that employees were forced to endure. Despite Claimant's complaints about these inadequate working conditions, management ignored the issues and the unsafe conditions persisted throughout her employment.

Furthermore, Claimant was required to work night shifts without confirmed safety measures in place. At times, Claimant was informed that a homeless person might be sleeping at the front door, potentially blocking her ability to leave the premises safely in case of emergency. Despite working alone during these night shifts, management instructed Claimant to falsely tell viewers that other workers were present, creating additional safety concerns by misrepresenting the actual staffing situation and emergency response capabilities.

This Cause of Action seeks civil penalties on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

**Attorneys' Fees, Costs, Interest, and Penalties**

Labor Code §§ 218.6, 226(e), 1194, 1194.2, and 2699, *et seq*., give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, damages, liquidated damages, and penalties, including interest thereon, reasonable attorney's fees, and costs of suit.

Pursuant to Labor Code § 2699(m), Aggrieved Employees are entitled to collect 35% of the civil penalty assessment. Accordingly, Employers are liable for these items in addition to the unpaid wages. Claimant has already incurred actual damages, costs, and attorney's fees and will continue to incur costs because of the Employer's unlawful actions.

**Conclusion**

If the State of California intends to investigate the matters set forth herein, please notify our offices as soon as possible, as prompt administrative action will enable the unlawful identified practices to be rectified in a timely manner. If the State of California does not send notification of its intent to investigate the alleged violations set forth herein, then pursuant to Labor Code §§ 2698, *et seq*. (PAGA), Claimant reserves the right to file a PAGA cause of action seeking all available damages, penalties, and remedies as well as attorneys' fees, interest, and costs against Employer, as permitted under the PAGA. Should the State of California require any additional information, please do not hesitate to contact the undersigned.

Sincerely,

Laurel Employment Law APC

Anna Coughlin

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