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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 ALAMEDA**

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

Plaintiff,

v.

HAJOCA CORPORATION, a Maine
corporation doing business as WHCI
Plumbing Supply; and DOES 1 through 100,
inclusive,

Defendants.

ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

08/11/2026 at 01:02:42 PM

By: Andrel Gospel,
Deputy Clerk

CASE NO.: **26CV204005**

REPRESENTATIVE ACTION

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

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

1 Plaintiff Jose Luis Segura and Alejandro Rodriguez (collectively “Plaintiffs”), as Aggrieved
2 Employees, and on behalf of all other Aggrieved Employees under the Labor Code Private
3 Attorneys’ General Act of 2004, alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Hajoca Corporation,
7 a California stock corporation doing business as WHCI Plumbing Supply, and any of its respective
8 subsidiaries or affiliated companies within the State of California (“Hajoca” or “Defendant”) as a
9 proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on
10 behalf of Plaintiff and all Aggrieved Employees that worked for Defendants during the PAGA
11 Period. Specifically, in connection with any alleged claims for failure to comply with Labor Code
12 sections 200, 201, 202, 203, 204, 210, 226, 226.3, 1198, as well as applicable Wage Orders, Plaintiff
13 seeks to represent all current and former employees that worked for Defendants during the PAGA
14 Period. On all other claims mentioned herein, Plaintiffs seek to represent only non-exempt current
15 and former employees that worked for Defendants during the PAGA Period. Collectively, these
16 employees are herein referred to as “Aggrieved Employees.” The “PAGA Period” refers to three
17 years preceding the date notice was submitted to the LWDA, continuing past the date of notice to
18 the LWDA into perpetuity.

19 **PARTIES**

20 2. Plaintiff JOSE LUIS SEGURA (“Plaintiff Segura”) is a resident of the State of
21 California. At all relevant times herein, Plaintiff Segura is informed and believes, and based thereon
22 alleges, that Defendants employed Plaintiff Segura as a non-exempt employee. Plaintiff Segura’s
23 duties included, but were not limited to, delivering plumbing materials to construction sites,
24 workshops, and other client locations. Plaintiff Segura is informed and believes, and based thereon
25 alleges, that Plaintiff Segura worked for Defendants from approximately December of 2019 through
26 March 31, 2026.

27 3. Plaintiff ALEJANDRO RODRIGUEZ (“Plaintiff Rodriguez”) is a resident of the
28 State of California. At all relevant times herein, Plaintiff Rodriguez is informed and believes, and

1 based thereon alleges, that Defendants employed Plaintiff Rodriguez as a non-exempt employee.
2 Plaintiff's duties included, but were not limited to, customer service, answering phones, assisting
3 clients with daily needs. Plaintiff Rodriguez is informed and believes, and based thereon alleges,
4 that Plaintiff Rodriguez worked for Defendants from approximately June of 2022 through October
5 2025.

6 4. Plaintiffs are informed and believe and based thereon allege that defendant Hajoca
7 is, and at all times relevant hereto was, a corporation existing under and by virtue of the laws of the
8 State of Maine and doing business in the County of Alameda, State of California. At all relevant
9 times herein, Hajoca employed Plaintiffs and Aggrieved Employees within the State of California.

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

17 **JOINT LIABILITY ALLEGATIONS**

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

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

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

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

11 **JURISDICTION**

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

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

22 **PAGA REPRESENTATIVE ALLEGATIONS**

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

28 12. Specifically, Plaintiffs seek 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 13. 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 14. Pursuant to Labor Code section 2699.3, on or around October 3, 2025, Plaintiff
9 Segura provided written notice of Defendants' violation of various provisions of the Labor Code to
10 the LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA
11 Notice").

12 15. On or around April 10, 2026, Plaintiff Segura amended his LWDA notice adding
13 Plaintiff Rodriguez as an employee.

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

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

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

26 19. In the event that Defendants, or either of them, is/are determined to have, prior to
27 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
28 and/or Plaintiff's counsel, adequately taken all reasonable steps to be in compliance with all

1 provisions identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to
2 section 2699(g)(1)-(3).

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

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

18 **FACTUAL ALLEGATIONS**

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

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

1 24. Upon information and belief, Defendants failed to accurately track and/or pay for all
2 minutes actually worked by Plaintiffs and Aggrieved Employees at the proper rates of pay.
3 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
4 including, without limitation, by requiring Plaintiff and Aggrieved Employees to complete post-
5 shift duties after clocking out, to clock out for meal periods and continue working, and to continue
6 working through rest breaks. By way of example, Plaintiffs and, upon information and belief,
7 Aggrieved Employees had to continue working during meal periods and rest breaks in order to meet
8 Defendants' strict timing requirements for deliveries. Further, Plaintiff Rodriguez was required to
9 assist customers after clocking out, was required to respond to calls, emails and text messages
10 regarding specific orders while off the lock, and was required to drop off orders at UPS, customer
11 locations, or one of Defendants other locations.

12 25. In addition, Defendants failed to include all forms of remuneration, including non-
13 discretionary bonuses, incentive pay, and other forms of remuneration into the regular rate of pay
14 during pay periods where overtime was worked. For example, Plaintiff Segura's paystub dated
15 October 11, 2024, shows a bonus (pay code "BONUS_DISCFETIONARY") in the amount of
16 \$250.00, but his overtime was paid at his regular rate instead of an adjusted rate.

17 26. Plaintiffs are informed and believe, and based thereon allege, that Defendants
18 violated, without limitation, Labor Code sections 223, 551, 552, 1197, 1182.12, and applicable
19 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
20 worked. Thus, Plaintiffs and other Aggrieved Employees are entitled to actual and liquidated
21 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiffs are
22 further informed and believe, and based thereon allege, that Defendants' conduct above gave rise to
23 such violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for
24 civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558,
25 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
26 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 27. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
28 each of them, had and have a policy or practice of compelling Plaintiffs and other Aggrieved

1 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
2 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
3 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiffs and
4 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; not
5 providing timely meal periods; failing to provide first and second meal periods; providing short
6 meal periods, including without, limitation meal periods that were recorded for less than thirty
7 minutes that may appear on the record to be thirty minutes or longer but in practice were shorter
8 than thirty minutes due to the volume of deliveries and Defendants' strict timing requirements. For
9 example, Plaintiff Rodriguez's meal periods were frequently interrupted and/or late because he was
10 required to assist customers. Plaintiffs and other Aggrieved Employees personally suffered these
11 violations. Consequently, Plaintiffs are informed and believe, and based thereon allege, that
12 Defendants violated Labor Code sections 512 and 1198 each day for each Aggrieved Employee
13 during the PAGA Period, and thus each Aggrieved Employee was owed one hour of premium pay
14 at their regular rate of pay for each day worked during the PAGA Period under Labor Code section
15 226.7. However, Plaintiffs are informed and believe that those premium payments under Labor Code
16 section 226.7 were not made for these non-compliant meal periods, either at all or at the proper
17 regular rate of pay. Defendants would thus be liable for civil penalties pursuant to Labor Code
18 sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize
19 the taking of compliant meal periods and for failing to provide premium pay under Labor Code
20 section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
21 informed and believes, and based thereon alleges, that Defendants' conduct that gave rise to such
22 violations and was malicious, fraudulent, or oppressive. As such, Defendants are further liable for
23 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

22 29. As a result of, among other things, Defendants' herein-described policy or practice
23 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
24 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
25 rest periods, as described above, and due to independent failures in connection therewith, Plaintiffs
26 are informed and believe, and based thereon allege, that Defendants also intentionally failed and
27 continues to fail to furnish Plaintiffs and Aggrieved Employees with itemized wage statements that
28 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all

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

17 30. Plaintiffs are informed and believe, and based thereon allege, that Defendants also
18 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
19 compensation to Plaintiffs and other terminated or resigned employees, including but not limited to,
20 all overtime wages owed; all minimum wages owed; and all premium pay owed as set out above,
21 including, without limitation, for failure to pay at the proper regular rate of pay, among other things.
22 Consequently, Plaintiffs are informed and believe, and based thereon allege, that Defendants
23 violated Labor Code sections 201, 202 203, and 1198 each pay period for each Aggrieved Employee
24 during the PAGA Period, and thus Plaintiffs and each Aggrieved Employee personally suffered
25 these violations and was owed penalties under Labor Code section 203 for each pay period worked
26 during the PAGA Period. However, Plaintiffs are informed and believe that those penalties under
27 Labor Code section 203 were not made for these violations of Labor Code sections 201, 202, and
28 203. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 558, 1198

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

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

19 32. Plaintiffs are informed and believe, and based thereon allege that Defendants had and
20 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
21 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
22 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
23 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
24 any calendar month, shall be paid for between the 1st and 10th day of the following month."
25 Plaintiffs are informed and believe and based thereon alleges that Defendants did not and do not pay
26 Plaintiffs and other Aggrieved Employees every day and every workweek in accordance with Labor
27 Code sections 204 and 1198. Plaintiffs are informed and believe, and based thereon allege, that
28 Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees have

1 personally suffered these violations. As such, Defendants would be liable for civil penalties pursuant
2 to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
3 2699(k). Plaintiffs further informed and believe, and based thereon allege, that Defendants' conduct
4 above gave rise to such violations and was malicious, fraudulent, or oppressive. Therefore,
5 Defendants would further be liable for civil penalties pursuant to Labor Code section
6 2699(f)(2)(B)(ii).

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

24 34. In addition to the above, Plaintiffs are informed and believe, and based thereon allege
25 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
26 statements and similar payroll documents under Labor Code section 226, documents signed to
27 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
28 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiffs and

1 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiffs
2 and the Aggrieved Employees personally suffered these violations, which in turn would entitle
3 Plaintiffs and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and
4 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558,
5 1174.5, and 2699. Plaintiffs further informed and believe, and based thereon allege, that
6 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
7 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
8 2699(f)(2)(B)(ii).

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

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

FIRST AND ONLY CAUSE OF ACTION

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

37. Plaintiffs re-alleges and incorporates by reference all of the allegations set forth in the preceding paragraphs as though fully set forth hereat.

Civil Penalties Under Labor Code § 210

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

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

40. At all relevant times herein, Defendants have had a consistent policy or practice of failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus

1 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
2 violation in connection with each payment that was made in violation of Labor Code section 204.

3 Civil Penalties Under Labor Code § 226.3

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

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

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

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

23 Violation of Labor Code § 558

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

28 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each

1 pay period for which the employee was underpaid in addition to an amount sufficient
2 to recover underpaid wages;

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

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

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

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

16 Violation of Labor Code § 1174.5

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

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

27 50. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
28 every person employing labor in California to “[k]eep, at a central location in the state or at the

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

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

13 52. Plaintiffs are informed and believe, and based thereon allege, that Defendants have
14 willfully failed to keep adequate or accurate time records including wage statements and similar
15 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
16 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
17 under Labor Code section 1174.

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

22 Violation of Labor Code § 1197.1

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

- 1 (1) For any initial violation that is intentionally committed, one hundred dollars
2 (\$100) for each underpaid employee for each pay period for which the
3 employee is underpaid. This amount shall be in addition to an amount
4 sufficient to recover underpaid wages, liquidated damages pursuant to Section
5 1194.2, and any applicable penalties imposed pursuant to Section 203.
- 6 (2) For each subsequent violation for the same specific offense, two hundred fifty
7 dollars (\$250) for each underpaid employee for each pay period for which the
8 employee is underpaid regardless of whether the initial violation is
9 intentionally committed. This amount shall be in addition to an amount
10 sufficient to recover underpaid wages, liquidated damages pursuant to Section
11 1194.2, and any applicable penalties imposed pursuant to Section 203.
- 12 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
13 Section 203, recovered pursuant to this section shall be paid to the affected
14 employee.”

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

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

24 Civil Penalties Under Labor Code § 2699

25 56. 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 57. Plaintiffs are informed and believe, and based thereon allege that Defendants, and
4 each of them, violated the Labor Code sections described in the preceding paragraphs.

5 58. 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 59. 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: August 11, 2026

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Employees