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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 SANTA CLARA**

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

Plaintiff

v.

TBC – TIRE AND BATTERY  
CORPORATION, a Delaware corporation;  
TBC BRANDS, LLC, a Delaware limited  
liability company; CARROLL'S, LLC, a  
Georgia limited liability company; TBC  
CORPORATION, a Delaware corporation;  
and DOES 1 through 100, inclusive,

Defendants.

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Clerk of Court

Superior Court of CA,

County of Santa Clara

26CV486270

Reviewed By: M. Arechiga

CASE NO.: 26CV486270

**REPRESENTATIVE ACTION**

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

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

1 Plaintiff Victor Blanco, Jr. ("Plaintiff"), as an Aggrieved Employee, and on behalf of all  
2 other Aggrieved Employees under the Labor Code Private Attorneys' General Act of 2004, alleges  
3 as follows:

#### 4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General  
6 Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against TBC – Tire and Battery  
7 Corporation, a Delaware corporation, and any of its respective subsidiaries or affiliated companies  
8 within the State of California ("TBC"), TBC Brands, LLC, a Delaware limited liability company,  
9 and any of its respective subsidiaries or affiliated companies within the State of California ("TBC  
10 Brands"), Carroll's, LLC, a Georgia limited liability company, and any of its respective subsidiaries  
11 or affiliated companies within the State of California ("Carroll's"), TBC Corporation, a Delaware  
12 corporation, and any of its respective subsidiaries or affiliated companies within the State of  
13 California ("TBC Corp."), (hereinafter, TBC, TBC Brands, Carroll's, TBC Corp., collectively, with  
14 DOES 1 through 100, as further defined below, "Defendants") as a proxy of the Labor and  
15 Workforce Development Agency of the State of California ("LWDA"), on behalf of Plaintiff and  
16 all Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically, in  
17 connection with any alleged claims for failure to comply with Labor Code sections 201, 202, 203,  
18 204, 210, 221, 223, 226, 226.3, 226.7, 432.5, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194,  
19 1194.2, 1198, 1198.5, 1695.55, 1197, 1197.1, 2800, 2802, 2810.5, 2699, Government Code section  
20 12952, as well as applicable Wage Orders, Plaintiff seeks to represent all current and former  
21 employees that worked for Defendants during the PAGA Period. On all other claims mentioned  
22 herein, Plaintiff seeks to represent only non-exempt current and former employees that worked for  
23 Defendants during the PAGA Period. Collectively, these employees are herein referred to as  
24 "Aggrieved Employees." The "PAGA Period" refers to three years preceding the date notice was  
25 submitted to the LWDA, continuing past the date of notice to the LWDA into perpetuity.

#### 26 **PARTIES**

27 2. Plaintiff VICTOR BLANCO, JR. is a resident of the State of California. At all  
28 relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants

1 employed Plaintiff as a non-exempt employee. Plaintiff worked as a driver and warehouse worker,  
2 with duties that included, but were not limited to, loading and unloading tires as well as operating  
3 the trucks. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff VICTOR  
4 BLANCO, JR. worked for Defendants from approximately April of 2025 through approximately  
5 September of 2025.

6 3. Plaintiff is informed and believes and based thereon alleges that defendant TBC is,  
7 and at all times relevant hereto was, a corporation organized and existing under and by virtue of the  
8 laws of the State of Delaware and doing business in the County of Santa Clara, State of California.  
9 At all relevant times herein, TBC employed Plaintiff and Aggrieved Employees within the State of  
10 California.

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

16 5. Plaintiff is informed and believes and based thereon alleges that defendant Carroll's  
17 is, and at all times relevant hereto was, a limited liability company organized and existing under and  
18 by virtue of the laws of the State of Georgia and doing business in the County of Santa Clara, State  
19 of California. At all relevant times herein, Carroll's employed Plaintiff and Aggrieved Employees  
20 within the State of California.

21 6. Plaintiff is informed and believes and based thereon alleges that defendant TBC  
22 Corp. is, and at all times relevant hereto was, a corporation organized and existing under and by  
23 virtue of the laws of the State of Delaware and doing business in the County of Santa Clara, State  
24 of California. At all relevant times herein, TBC Corp. employed Plaintiff and Aggrieved Employees  
25 within the State of California.

26 7. The true names and capacities, whether individual, corporate, associate, or otherwise,  
27 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,  
28 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.

1 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated  
2 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.  
3 Plaintiff will seek leave of court to amend this complaint to reflect the true names and capacities of  
4 the defendants designated hereinafter as DOES when such identities become known.

### 5 **JOINT LIABILITY ALLEGATIONS**

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

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

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

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

1 **JURISDICTION**

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

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

13 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

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

27 17. Pursuant to Labor Code section 2699.3, on or around November 13, 2025, Plaintiff  
28 provided written notice of Defendants’ violation of various provisions of the Labor Code to the

1 LWDA online and by certified mail, with return receipt requested, to Defendants (“PAGA Notice”).

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

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

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

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

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

23 23. In the event, the LWDA and/or a court issued a finding or determination to the  
24 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the  
25 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or  
26 any of them, would be subject to heightened penalties pursuant to Labor Code sections  
27 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either  
28 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving

1 of the PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations  
2 as detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among  
3 other reasons, Defendants have been sued for these violations in the past. Thus, Defendants, or any  
4 of them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and  
5 lack eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

6 **FACTUAL ALLEGATIONS**

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

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

16 26. Upon information and belief, Defendants failed to accurately track and/or pay for all  
17 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.  
18 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,  
19 including, without limitation, by requiring Plaintiff and Aggrieved Employees to complete pre-shift  
20 tasks before clocking in and post-shift tasks after clocking out; suffer under Defendants' control by  
21 waiting in long lines to clock in; clock out for meal periods and continue working; and to clock out  
22 for rest periods. By way of example, Plaintiff and, upon information and belief, Aggrieved  
23 Employees, had to wait in line for approximately three to five minutes when clocking in, as many  
24 Aggrieved Employees arrived at the same time. Additionally, Plaintiff, and upon information and  
25 belief, Aggrieved Employees, were asked to assist drivers with offloading after clocking out for  
26 their shift.

27 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
28 violated, without limitation, Labor Code sections 223, 551, 552, 1197, 1182.12, and applicable

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

9       28. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and  
10 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved  
11 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per  
12 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or  
13 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and  
14 Aggrieved Employees lawful meal periods by, without limitation, failing to provide meal periods  
15 all together; interrupting meal periods; not providing timely meal periods; failing to provide second  
16 meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during  
17 which employees worked. Plaintiff and other Aggrieved Employees personally suffered these  
18 violations. Consequently, Plaintiff is informed and believes, and based thereon alleges, that  
19 Defendants violated Labor Code sections 512 and 1198 each day for each Aggrieved Employee  
20 during the PAGA Period, and thus each Aggrieved Employee was owed one hour of premium pay  
21 at their regular rate of pay for each day worked during the PAGA Period under Labor Code section  
22 226.7. However, Plaintiff is informed and believes that those premium payments under Labor Code  
23 section 226.7 were not made for these non-compliant meal periods, either at all or at the proper  
24 regular rate of pay. Defendants would thus be liable for civil penalties pursuant to Labor Code  
25 sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize  
26 the taking of compliant meal periods and for failing to provide premium pay under Labor Code  
27 section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further  
28 informed and believes, and based thereon alleges, that Defendants' conduct that gave rise to such

1 violations and was malicious, fraudulent, or oppressive. As such, Defendants are further liable for  
2 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

3       29. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
4 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,  
5 including, without limitation, work over four-hour periods (or major fractions thereof) without  
6 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,  
7 and complete ten-minute rest periods in which the employees are completely relieved of all of their  
8 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful  
9 rest periods by, without limitation, failing to provide rest periods all together; not providing rest  
10 periods in a timely fashion; not permitting Aggrieved Employees to leave the premises during rest  
11 periods; and otherwise requiring on-duty/on-call rest periods. Plaintiff and other Aggrieved  
12 Employees personally suffered these violations. Consequently, Plaintiff is informed and believes,  
13 and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each  
14 Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed  
15 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period  
16 under Labor Code section 226.7. However, Plaintiff is informed and believes that those premium  
17 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest  
18 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7  
19 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210  
20 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking  
21 of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7,  
22 or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,  
23 and based thereon alleges, that Defendants' conduct above gave rise to such violations and was  
24 malicious, fraudulent, or oppressive. As such, Defendants are further liable for civil penalties  
25 pursuant to Labor Code section 2699(f)(2)(B)(ii).

26       30. As a result of, among other things, Defendants' herein-described policy or practice  
27 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide  
28 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or

1 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff  
2 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and  
3 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that  
4 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the  
5 inclusive dates of the period for which the employee is paid; the name of the employee and only the  
6 last four digits of their social security number or an employee identification number other than a  
7 social security number; all deductions; all applicable hourly rates in effect during the pay period and  
8 the corresponding number of hours worked at each hourly rate by the employee; the legal name and  
9 address of the employer, and other such information as required by Labor Code section 226,  
10 subdivision (a). Consequently, Plaintiff is informed and believes, and based thereon alleges, that  
11 Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved Employee  
12 during the PAGA Period, and that, thus Plaintiff and each Aggrieved Employee personally suffered  
13 these violations and was owed penalties under Labor Code section 226 for each pay period worked  
14 during the PAGA Period. Plaintiff is informed and believes that those penalties under Labor Code  
15 section 226 were not paid for these violations of Labor Code section 226. Defendants would thus  
16 be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699, or  
17 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,  
18 and based thereon alleges, that Defendants' conduct above gave rise to such violations and was  
19 malicious, fraudulent, or oppressive. Thus, Defendants would further be liable for civil penalties  
20 pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants also  
22 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay  
23 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,  
24 failing to pay all overtime wages owed, all minimum wages; and all premium pay owed, as set forth  
25 above, among other things. Consequently, Plaintiff is informed and believes, and based thereon  
26 alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198 each pay period for  
27 each Aggrieved Employee during the PAGA Period, and thus Plaintiff and each Aggrieved  
28 Employee personally suffered these violations and was owed penalties under Labor Code section

1 203 for each pay period worked during the PAGA Period. However, Plaintiff is informed and  
2 believes that those penalties under Labor Code section 203 were not made for these violations of  
3 Labor Code sections 201, 202, and 203. Defendants would thus be liable for civil penalties pursuant  
4 to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and  
5 2699(j). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'  
6 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,  
7 Defendants would further be liable for civil penalties pursuant to Labor Code section  
8 2699(f)(2)(B)(ii).

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

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

1 and other Aggrieved Employees all wages owed every day and every workweek in accordance with  
2 Labor Code sections 204 and 1198. Plaintiff is informed and believes, and based thereon alleges,  
3 that Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees  
4 have personally suffered these violations. As such, Defendants would be liable for civil penalties  
5 pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections  
6 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that  
7 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or  
8 oppressive. Therefore, Defendants would further be liable for civil penalties pursuant to Labor Code  
9 section 2699(f)(2)(B)(ii).

10 34. Plaintiff is informed and believes, and based thereon alleges, as follows: Defendants  
11 knew or should have known it imposed systematic quota and production demands on Plaintiff and  
12 other Aggrieved Employees which violated the rights of Plaintiff and Aggrieved Employees under  
13 Labor Code sections 2100, *et seq.* Specifically, Plaintiff is informed and believes, and based thereon  
14 alleges, that Defendants had a duty to ensure its production demands/quotas did not prevent Plaintiff  
15 and Aggrieved Employees from complying with laws pertaining to meal periods, rest periods,  
16 bathroom breaks (including, without limitation, reasonable travel time to and from bathroom  
17 facilities), and/or exposing them to safety or Occupational Safety and Health Administration  
18 ("OSHA") hazards. Defendants, or some of them, constitute a "covered employer" and its  
19 warehouse employees are "covered employees." Defendants, or some of them, implement quotas  
20 as defined in Labor Code section 2100, subdivision (h) and subjects Plaintiff and Aggrieved  
21 Employees to adverse employment actions as defined in Labor Code section 2102. Furthermore,  
22 Defendants, or some of them, willfully, knowingly and intentionally established quotas that harmed  
23 Plaintiff and Aggrieved Employees all to increase Defendants' profits without concern for employee  
24 safety. Defendants, in fact, tracked meals, rest, and recovery periods, that were not provided and  
25 did nothing to change its policies and practices. Defendants also restricted and monitored the use  
26 of bathroom facilities and charged the time Plaintiff and Aggrieved Employees used the bathroom  
27 against their quota. In other words, Plaintiff and Aggrieved Employees who did not wait to use the  
28 restroom during meal or rest periods or before or after their shift, were penalized for not meeting

1 the quota either through reprimands, warnings, and termination. Defendants maintained a point  
2 system designed to prevent Plaintiff and Aggrieved Employees from complying with California law  
3 as alleged in this Notice and systematically used to punish Plaintiff and Aggrieved Employees.  
4 Furthermore, Defendants prevented compliance with California's meal and rest break laws and  
5 failed to consider meal and rest breaks as productive time when Plaintiff and Aggrieved Employees  
6 were required to remain on call in violation of Labor Code section 2103, subdivision (b). Plaintiff  
7 and Aggrieved Employees were not permitted to take compliant meal breaks, rest breaks, and/or  
8 rest and recovery periods when requested, due to Defendants' unlawful policy and practice to favor  
9 production goals over the rights of Plaintiff and Aggrieved Employees. Consequently, Plaintiff and  
10 other Aggrieved Employees were not provided with meal periods (or second meal periods); and/or  
11 authorized or permitted to take rest periods (including second or third rest periods); and/or recovery  
12 periods; and Defendants' policies prevented Aggrieved Employees from taking these meal, rest  
13 and/or recovery periods as required by California law. Furthermore, Defendants did not provide to  
14 Plaintiff and Aggrieved Employees a written description of each quota that was applicable to  
15 Plaintiff and Aggrieved Employees; maintained secret (undisclosed) quotas; and failed to provide  
16 written disclosures each and every time quotas changed either seasonally, daily, hourly, weekly  
17 and/or monthly. This includes the number of tasks to be performed or materials that must be  
18 produced or handled within a time period, and any potential adverse employment action that could  
19 result from failing to meet the quota. This information has not been given by Defendants to Plaintiff  
20 and Aggrieved Employees, including when hired, commencing on January 1, 2022 to the present.  
21 Additionally, Defendants changed the "quota" regularly without notice, as often as per pay period.  
22 Defendants were also required to provide a new written quota disclosure each and every time the  
23 quota changed and failed to do so since the Notice was provided. Defendants failed to produce  
24 Plaintiff's written quota disclosure upon written request pursuant to Labor Code sections 2100  
25 through 2112, and failed to provide written disclosures to Plaintiff and Aggrieved Employees,  
26 including new hires, since January 1, 2022, as well as to current employees each time the quota  
27 changed. Defendants had and has a policy and practice of taking adverse employment action against  
28 Plaintiff and Aggrieved Employees for failing to meet a quota that does not allow Plaintiff and

1 Aggrieved Employees to comply with meal and rest periods, or occupational health and safety laws  
2 in the Labor Code or Division Standards, or for failure to meet a quota that has not been disclosed  
3 to Plaintiff and Aggrieved Employees pursuant to Labor Code section 2101. Plaintiff thus violated  
4 Labor Code sections 2100 through 2112. Plaintiff and the Aggrieved Employees personally suffered  
5 these violations, which in turn would entitle Plaintiff and other Aggrieved Employees to penalties  
6 prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for civil  
7 penalties pursuant to Labor Code sections 558, 1174.5, 1695.55, 1198 and 2699. Plaintiff further  
8 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such  
9 violations and was malicious, fraudulent, or oppressive, particularly given, among other reasons,  
10 Defendants have been sued for these violations in the past. Thus, Defendants would further be liable  
11 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

12 35. In addition to the above, Plaintiff is informed and believes, and based thereon alleges  
13 that Defendants failed and continue to fail to keep adequate or accurate time records including wage  
14 statements and similar payroll documents under Labor Code section 226, documents signed to  
15 obtain or hold employment under Labor Code section 432, personnel records under Labor Code  
16 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and  
17 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiff  
18 and the Aggrieved Employees personally suffered these violations, which in turn would entitle  
19 Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and  
20 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558,  
21 1174.5, and 2699. Plaintiff further informed and believes, and based thereon alleges, that  
22 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or  
23 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section  
24 2699(f)(2)(B)(ii).

25 36. Plaintiff is further informed and believes, and based thereon alleges that Defendants  
26 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor  
27 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing  
28 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay

1 applicable to their employment; any allowances claimed as part of the minimum wage; the regular  
2 payday designated by Defendants; the name of the employer, including any “doing business as”  
3 names used by the employer; the physical address of the employer’s main office and the telephone  
4 number of the employer; the name, address and telephone number of the workers’ compensation  
5 insurance carrier; information regarding paid sick leave; and other pertinent information required to  
6 be disclosed by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that  
7 Defendants’ failure to provide such information, including rates of pay that are in effect, has  
8 permitted Defendants to pay employees at rates of pay that were not agreed upon and violate  
9 minimum wage and overtime wage laws in California. Plaintiff is informed and believes that  
10 Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and other Aggrieved  
11 Employees personally suffered these violations. Plaintiff is further informed and believes, and based  
12 thereon alleges, that Defendants’ conduct above gave rise to such violations and was malicious,  
13 fraudulent, or oppressive. Among other relief, employees may collect from Defendants in  
14 connection with these violations’ civil penalties pursuant to Labor Code sections 558, 1198 and  
15 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable  
16 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

17 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants,  
18 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or  
19 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its  
20 agents, managers, superintendents and/or officers) to be prohibited by law, including, without  
21 limitation, terms known to be illegal in purported arbitration agreements, purported confidentiality  
22 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or  
23 Aggrieved Employees by Defendants. Defendants also required Plaintiff and Aggrieved Employees  
24 to inform prospective employers of Defendants’ restrictions of Plaintiff’s and Aggrieved  
25 Employees’ freedom to work. As a result, Plaintiff is informed and believes that Defendants violated  
26 Labor Code sections 432.5 and 1198. As such, Plaintiff is informed and believes, and based thereon  
27 alleges, that Plaintiff and other Aggrieved Employees personally suffered these violations, and that  
28 Defendants violated, without limitation, Labor Code section 432.5 and Government Code section

1 12952, entitling Plaintiff and other Aggrieved Employees to damages. Plaintiff is further informed  
2 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations  
3 and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties  
4 pursuant to Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections  
5 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor  
6 Code section 2699(f)(2)(B)(ii).

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

11 **FIRST AND ONLY CAUSE OF ACTION**

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

13 39. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the  
14 preceding paragraphs as though fully set forth hereat.

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

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

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

28 42. At all relevant times herein, Defendants have had a consistent policy or practice of

1 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as  
2 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth  
3 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other  
4 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil  
5 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial  
6 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus  
7 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent  
8 violation in connection with each payment that was made in violation of Labor Code section 204.

9 Civil Penalties Under Labor Code § 226.3

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

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

17 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants had  
18 and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by  
19 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements  
20 that accurately reflect gross wages earned; total hours worked; net wages earned; the name and  
21 address of each employer with whom they have been placed to work; all applicable hourly rates in  
22 effect during the pay period and the corresponding number of hours worked at each hourly rate; and  
23 other such information as required by Labor Code section 226, subdivision (a).

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

1 Violation of Labor Code § 558

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

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

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

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

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

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

22 Violation of Labor Code § 1174.5

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

1 or papers of the person.”

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

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

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

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

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

28 Violation of Labor Code § 1197.1

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

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

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

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

25       58.       As a direct and proximate result of the herein-described Labor Code violations,  
26 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to  
27 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one  
28 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and

1 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each  
2 subsequent violation.

3 Civil Penalties Under Labor Code § 2699

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

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

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

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

19 **PRAYER**

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

- 22 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,  
23 1174.5, 1197.1, and 2699;
- 24 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections  
25 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 26 C. For equitable, including, without limitation, injunctive relief;
- 27 C. Pre-judgment and post-judgment interest;
- 28 D. For costs of suit incurred herein; and

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

Dated: February 5, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Sarah H. Cohen

SARAH H. COHEN

Attorneys for Plaintiff VICTOR BLANCO,  
JR. and on behalf of all other Aggrieved  
Employees