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7 on behalf of all others similarly situated

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

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

Plaintiff

v.

WAYFAIR, LLC, a Delaware limited liability
company; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: **26STCV01582**

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 ED JOSEPH KORPIE (“Plaintiff”), as an Aggrieved Employee, and on behalf of
2 all other Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004,
3 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 Wayfair, LLC, a
7 Delaware limited liability company and any of its respective subsidiaries or affiliated companies
8 within the State of California (“Wayfair”), and (hereinafter, collectively, with DOES 1 through 100,
9 as further defined below, “Defendants”) as a proxy of the Labor and Workforce Development
10 Agency of the State of California (“LWDA”), on behalf of Plaintiff and all Aggrieved Employees
11 that worked for Defendants during the PAGA Period. Specifically, in connection with any alleged
12 claims for failure to comply with Labor Code sections, 201, 202, 203, 204, 210, 221, 223, 226,
13 226.3, 226.7, 233, 234, 432, 432.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2,
14 1198, 1197, 1197.1, 2800, 2802, 2699, as well as applicable Wage Orders, Plaintiff seeks to
15 represent all current and former employees that worked for Defendants during the PAGA Period.
16 On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt current and
17 former employees that worked for Defendants during the PAGA Period. Collectively, these
18 employees are herein referred to as “Aggrieved Employees.” The “PAGA Period” refers to three
19 years preceding the date notice was submitted to the LWDA, continuing past the date of notice to
20 the LWDA into perpetuity.

21 **PARTIES**

22 2. Plaintiff ED JOSEPH KORPIE is a resident of the State of California. At all relevant
23 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 employed Plaintiff as a non-exempt employee. Plaintiff worked as a warehouse associate with duties
25 that included, but were not limited to, unloading various furniture items and storing them in the
26 warehouse. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff ED JOSEPH
27 KORPIE worked for Defendants from approximately March of 2025 through approximately June
28 of 2025.

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

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

JOINT LIABILITY ALLEGATIONS

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

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

7. All of the acts and conduct described herein of each and every corporate defendant was duly authorized, ordered, and directed by the respective and collective defendant corporate employers, and the officers and management-level employees of said corporate employers. In addition thereto, said corporate employers participated in the aforementioned acts and conduct of

1 their said employees, agents, and representatives, and each of them; and upon completion of the
2 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
3 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
4 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
5 aforementioned corporate employees, agents and representatives.

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

8 **JURISDICTION**

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

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

20 **PAGA REPRESENTATIVE ALLEGATIONS**

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

26 12. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
27 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
28 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the

1 PAGA allegations described herein is not required.

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

6 14. Pursuant to Labor Code section 2699.3, on or around November 5, 2025, Plaintiff
7 provided written notice of Defendants' violation of various provisions of the Labor Code to the
8 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

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

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

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

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

26 19. In the event that Defendants, or either of them is/are deemed to have adequately taken
27 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
28 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor

1 Code section 2699(h)(1)-(3).

2 20. In the event, the LWDA and/or a court issued a finding or determination to the
3 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
4 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
5 any of them, would be subject to heightened penalties pursuant to Labor Code sections
6 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either
7 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving
8 of the PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations
9 as detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among
10 other reasons, Defendants have been sued for these violations in the past. Thus, Defendants, or any
11 of them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and
12 lack eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

13 **FACTUAL ALLEGATIONS**

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

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

23 23. Upon information and belief, Defendants failed to accurately track and/or pay for all
24 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
25 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
26 including, without limitation by failing to accurately record all time worked.

27 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 violated, without limitation, Labor Code sections 223, 510, 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 25. 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. Plaintiff and other Aggrieved Employees personally suffered these
14 violations. Consequently, Plaintiff is informed and believes, and based thereon alleges, that
15 Defendants violated Labor Code sections 512 and 1198 each day for each Aggrieved Employee
16 during the PAGA Period, and thus each Aggrieved Employee was owed one hour of premium pay
17 at their regular rate of pay for each day worked during the PAGA Period under Labor Code section
18 226.7. However, Plaintiff is informed and believes that those premium payments under Labor Code
19 section 226.7 were not made for these non-compliant meal periods, either at all or at the proper
20 regular rate of pay. Defendants would thus be liable for civil penalties pursuant to Labor Code
21 sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize
22 the taking of compliant meal periods and for failing to provide premium pay under Labor Code
23 section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
24 informed and believes, and based thereon alleges, that Defendants' conduct that gave rise to such
25 violations and was malicious, fraudulent, or oppressive. As such, Defendants are further liable for
26 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,

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

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

1 social security number; all deductions; all applicable hourly rates in effect during the pay period and
2 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
3 address of the employer, and other such information as required by Labor Code section 226,
4 subdivision (a). Consequently, Plaintiff is informed and believes, and based thereon alleges, that
5 Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved Employee
6 during the PAGA Period, and that, thus Plaintiff and each Aggrieved Employee personally suffered
7 these violations and was owed penalties under Labor Code section 226 for each pay period worked
8 during the PAGA Period. Plaintiff is informed and believes that those penalties under Labor Code
9 section 226 were not paid for these violations of Labor Code section 226. Defendants would thus
10 be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699, or
11 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
12 and based thereon alleges, that Defendants' conduct above gave rise to such violations and was
13 malicious, fraudulent, or oppressive. Thus, Defendants would further be liable for civil penalties
14 pursuant to Labor Code section 2699(f)(2)(B)(ii).

15 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
16 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
17 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
18 all overtime wages owed; all minimum wages owed; and all premium pay owed as set out above,
19 among other things. Consequently, Plaintiff is informed and believes, and based thereon alleges,
20 that Defendants violated Labor Code sections 201, 202 203, and 1198 each pay period for each
21 Aggrieved Employee during the PAGA Period, and thus Plaintiff and each Aggrieved Employee
22 personally suffered these violations and was owed penalties under Labor Code section 203 for each
23 pay period worked during the PAGA Period. However, Plaintiff is informed and believes that those
24 penalties under Labor Code section 203 were not made for these violations of Labor Code sections
25 201, 202, and 203. Defendants would thus be liable for civil penalties pursuant to Labor Code
26 sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Plaintiff is
27 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
28

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

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

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

4 31. Plaintiff is informed and believes, and based thereon alleges, as follows: Defendants
5 knew or should have known it imposed systematic quota and production demands on Plaintiff and
6 other Aggrieved Employees which violated the rights of Plaintiff and Aggrieved Employees under
7 Labor Code sections 2100, *et seq.* Specifically, Plaintiff is informed and believes, and based thereon
8 alleges, that Defendants had a duty to ensure its production demands/quotas did not prevent Plaintiff
9 and Aggrieved Employees from complying with laws pertaining to meal periods, rest periods,
10 bathroom breaks (including, without limitation, reasonable travel time to and from bathroom
11 facilities), and/or exposing them to safety or Occupational Safety and Health Administration
12 (“OSHA”) hazards. Defendants, or some of them, constitute a “covered employer” and its
13 warehouse employees are “covered employees.” Defendants, or some of them, implement quotas
14 as defined in Labor Code section 2100, subdivision (h) and subjects Plaintiff and Aggrieved
15 Employees to adverse employment actions as defined in Labor Code section 2102. Furthermore,
16 Defendants, or some of them, willfully, knowingly and intentionally established quotas that harmed
17 Plaintiff and Aggrieved Employees all to increase Defendants’ profits without concern for employee
18 safety. Defendants, in fact, tracked meals, rest, and recovery periods, that were not provided and
19 did nothing to change its policies and practices. Defendants also restricted and monitored the use
20 of bathroom facilities and charged the time Plaintiff and Aggrieved Employees used the bathroom
21 against their quota. In other words, Plaintiff and Aggrieved Employees who did not wait to use the
22 restroom during meal or rest periods or before or after their shift, were penalized for not meeting
23 the quota either through reprimands, warnings, and termination. Defendants maintained a point
24 system designed to prevent Plaintiff and Aggrieved Employees from complying with California law
25 as alleged in this Notice and systematically used to punish Plaintiff and Aggrieved Employees.
26 Furthermore, Defendants prevented compliance with California’s meal and rest break laws and
27 failed to consider meal and rest breaks as productive time when Plaintiff and Aggrieved Employees
28 were required to remain on call in violation of Labor Code section 2103, subdivision (b). Plaintiff

1 and Aggrieved Employees were not permitted to take compliant meal breaks, rest breaks, and/or
2 rest and recovery periods when requested, due to Defendants' unlawful policy and practice to favor
3 production goals over the rights of Plaintiff and Aggrieved Employees. Consequently, Plaintiff and
4 other Aggrieved Employees were not provided with meal periods (or second meal periods); and/or
5 authorized or permitted to take rest periods (including second or third rest periods); and/or recovery
6 periods; and Defendants' policies prevented Aggrieved Employees from taking these meal, rest
7 and/or recovery periods as required by California law. Furthermore, Defendants did not provide to
8 Plaintiff and Aggrieved Employees a written description of each quota that was applicable to
9 Plaintiff and Aggrieved Employees; maintained secret (undisclosed) quotas; and failed to provide
10 written disclosures each and every time quotas changed either seasonally, daily, hourly, weekly
11 and/or monthly. This includes the number of tasks to be performed or materials that must be
12 produced or handled within a time period, and any potential adverse employment action that could
13 result from failing to meet the quota. This information has not been given by Defendants to Plaintiff
14 and Aggrieved Employees, including when hired, commencing on January 1, 2022 to the present.
15 Additionally, Defendants changed the "quota" regularly without notice, as often as per pay period.
16 Defendants were also required to provide a new written quota disclosure each and every time the
17 quota changed and failed to do so since the Notice was provided. Defendants failed to produce
18 Plaintiff's written quota disclosure upon written request pursuant to Labor Code sections 2100
19 through 2112, and failed to provide written disclosures to Plaintiff and Aggrieved Employees,
20 including new hires, since January 1, 2022, as well as to current employees each time the quota
21 changed. Defendants had and has a policy and practice of taking adverse employment action against
22 Plaintiff and Aggrieved Employees for failing to meet a quota that does not allow Plaintiff and
23 Aggrieved Employees to comply with meal and rest periods, or occupational health and safety laws
24 in the Labor Code or Division Standards, or for failure to meet a quota that has not been disclosed
25 to Plaintiff and Aggrieved Employees pursuant to Labor Code section 2101. Plaintiff thus violated
26 Labor Code sections 2100 through 2112. Plaintiff and the Aggrieved Employees personally suffered
27 these violations, which in turn would entitle Plaintiff and other Aggrieved Employees to penalties
28 prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for civil

1 penalties pursuant to Labor Code sections 558, 1174.5, 1695.55, 1198 and 2699. Plaintiff further
2 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
3 violations and was malicious, fraudulent, or oppressive, particularly given, among other reasons,
4 Defendants have been sued for these violations in the past. Thus, Defendants would further be liable
5 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

1 without limitation, Labor Code section 432.5 and Government Code section 12952, entitling
2 Plaintiff and other Aggrieved Employees to damages. Plaintiff is further informed and believes, and
3 based thereon alleges, that Defendants' conduct above gave rise to such violations and was
4 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to
5 Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and
6 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
7 2699(f)(2)(B)(ii).

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

12 **FIRST AND ONLY CAUSE OF ACTION**

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

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

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

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

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

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

10 Civil Penalties Under Labor Code § 226.3

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

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

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

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

1 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
2 period for each subsequent violation.

3 Violation of Labor Code § 558

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

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

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

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

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

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

24 Violation of Labor Code § 1174.5

25 46. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
26 every person employing labor in California to “[a]llow any member of the commission or the
27 employees of the Division of Labor Standards Enforcement free access to the place of business or
28 employment of the person to secure any information or make any investigation that they are

1 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
2 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
3 or papers of the person.”

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

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

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

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

26 51. As a direct and proximate result of the herein-described Labor Code violations,
27 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
28 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five

1 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

2 Violation of Labor Code § 1197.1

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

9 (1) For any initial violation that is intentionally committed, one hundred dollars
10 (\$100) for each underpaid employee for each pay period for which the
11 employee is underpaid. This amount shall be in addition to an amount
12 sufficient to recover underpaid wages, liquidated damages pursuant to Section
13 1194.2, and any applicable penalties imposed pursuant to Section 203.

14 (2) For each subsequent violation for the same specific offense, two hundred fifty
15 dollars (\$250) for each underpaid employee for each pay period for which the
16 employee is underpaid regardless of whether the initial violation is
17 intentionally committed. This amount shall be in addition to an amount
18 sufficient to recover underpaid wages, liquidated damages pursuant to Section
19 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

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

27 54. As a direct and proximate result of the herein-described Labor Code violations,
28 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to

1 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of one
2 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
3 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
4 subsequent violation.

5 Civil Penalties Under Labor Code § 2699

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

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

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

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

21 **PRAYER**

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

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

C. Pre-judgment and post-judgment interest;

D. For costs of suit incurred herein; and

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

Dated: January 16, 2026

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BY: /s/ Guido E. Toscano

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Employees