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8 as Aggrieved Employees, and on behalf of all other

9 Aggrieved Employees

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES**

12 EDUARDO DIAZ and NATHALIE ORTIZ,
13 as Aggrieved Employee, and on behalf of all
14 other Aggrieved Employees under the Labor
15 Code Private Attorneys' General Act of 2004,

16 Plaintiffs

17 v.

18 USG CEILINGS PLUS, LLC, a Delaware
19 limited liability company; AEROTEK, INC., a
20 Maryland corporation; and DOES 1 through
21 100, inclusive,

22 Defendants.

CASE NO.: **26STCV11036**

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]

Plaintiffs EDUARDO DIAZ and NATHALIE ORTIZ (“Plaintiffs”), as an Aggrieved Employees, and on behalf of all other Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004, alleges as follows:

INTRODUCTION

1. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against USG CEILINGS PLUS, LLC, a Delaware limited liability company, and any of its respective subsidiaries or affiliated companies within the State of California (“USG CEILINGS PLUS”), and AEROTEK, INC., a Maryland corporation, and any of its respective subsidiaries or affiliated companies within the State of California (“AEROTEK”) (USG CEILINGS PLUS and AEROTEK hereinafter, collectively, with DOES 1 through 100, as further defined below, “Defendants”) as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiffs and all Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically, in connection with any alleged claims for failure to comply with Labor Code sections 200, 201, 202, 203, 204, 210, 223, 226, 226.3, 226.7, 233, 234, 245, 246, 432, 432.5, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 2800, 2802, 2699, among others, as well as applicable Wage Orders, Plaintiffs seek to represent all current and former employees that worked for Defendants during the PAGA Period. On all other claims mentioned herein, Plaintiffs seek to represent only non-exempt current and former employees that worked for Defendants during the PAGA Period. Collectively, these employees are herein referred to as “Aggrieved Employees.” The “PAGA Period” refers to three years preceding the date notice was submitted to the LWDA, continuing past the date of notice to the LWDA into perpetuity.

PARTIES

2. Plaintiff EDUARDO DIAZ is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-exempt employee. Plaintiff worked as an assembler with duties that included, but were not limited to, assembling products. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff EDUARDO DIAZ worked for Defendants from approximately May

1 of 2025 through approximately September of 2025.

2 3. Plaintiff NATHALIE ORTIZ is a resident of the State of California. At all relevant
3 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 employed Plaintiff as a non-exempt employee. Plaintiff worked as a an assembler/MFG operator
5 with duties that included, but were not limited to, assembling products. Plaintiff is informed and
6 believes, and based thereon alleges, that Plaintiff NATHALIE ORTIZ worked for Defendants from
7 approximately October of 2021 through approximately September of 2025.

8 4. Plaintiffs are informed and believe and based thereon allege that defendant USG
9 CEILINGS PLUS is, and at all times relevant hereto was, a limited liability company organized and
10 existing under and by virtue of the laws of the State of Delaware and doing business in the County
11 of Los Angeles, State of California. At all relevant times herein, USG CEILINGS PLUS employed
12 Plaintiffs and Aggrieved Employees within the State of California.

13 5. Plaintiffs are informed and believe and based thereon alleges that defendant
14 AEROTEK is, and at all times relevant hereto was, a corporation organized and existing under and
15 by virtue of the laws of the State of Maryland and doing business in the County of Los Angeles,
16 State of California. At all relevant times herein, AEROTEK employed Plaintiffs and Aggrieved
17 Employees within the State of California.

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

25 **JOINT LIABILITY ALLEGATIONS**

26 7. Plaintiffs are informed and believe, and based thereon allege, that each defendant
27 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
28 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are

1 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
2 to "Defendants," it shall include USG CEILINGS PLUS, AEROTEK, and any of their parent,
3 subsidiary, or affiliated companies within the State of California, as well as DOES 1 through 100
4 identified herein.

5 8. Plaintiffs are informed and believe and based thereon allege that all the times
6 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
7 representative, joint venture or co-conspirator of each of the other defendants, either actually or
8 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
9 employment, joint venture, and conspiracy.

10 9. All of the acts and conduct described herein of each and every corporate defendant
11 was duly authorized, ordered, and directed by the respective and collective defendant corporate
12 employers, and the officers and management-level employees of said corporate employers. In
13 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
14 their said employees, agents, and representatives, and each of them; and upon completion of the
15 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
16 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
17 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
18 aforementioned corporate employees, agents and representatives.

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

21 **JURISDICTION**

22 11. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
23 of Civil Procedure section 410.10.

24 12. Venue is proper in Los Angeles County, California pursuant to Code of Civil
25 Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where the
26 causes of action complained of herein arose; the county in which the employment relationship
27 began; the county in which performance of the employment contract, or part of it, between Plaintiffs
28 and Defendants was due to be performed; the county in which the employment contract, or part of

1 it, between Plaintiffs and Defendants was actually performed; and the county in which Defendants,
2 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiffs
3 and Aggrieved Employees in Los Angeles County, and Defendants employ Aggrieved Employees
4 in Los Angeles County.

5 **PAGA REPRESENTATIVE ALLEGATIONS**

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

11 14. Specifically, Plaintiffs seek to recover PAGA civil penalties through a representative
12 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
13 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
14 PAGA allegations described herein is not required.

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

19 16. Pursuant to Labor Code section 2699.3, on or around December 19, 2025, Plaintiffs
20 provided written notice of Defendants’ violation of various provisions of the Labor Code to the
21 LWDA online and by certified mail, with return receipt requested, to Defendants (“PAGA Notice”).

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

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

1 conference process pursuant to section 2699.3(f).

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

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

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

15 22. In the event, the LWDA and/or a court issued a finding or determination to the
16 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
17 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
18 any of them, would be subject to heightened penalties pursuant to Labor Code sections
19 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either
20 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving
21 of the PAGA Notice. Regardless, Plaintiffs allege Defendants' conduct giving rise to the violations
22 as detailed herein was and is malicious, fraudulent, and/or oppressive. Thus, Defendants, or any of
23 them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack
24 eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

25 **FACTUAL ALLEGATIONS**

26 23. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew,
27 or should have known, that Plaintiffs and Aggrieved Employees are entitled to receive wages for all
28

1 time worked, including regular, overtime, and double times wages, and that Plaintiffs and Aggrieved
2 Employees were not receiving all wages owed for work that was required to be performed.

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

8 25. Upon information and belief, Defendants failed to accurately track and/or pay for all
9 minutes actually worked by Plaintiffs and Aggrieved Employees at the proper rates of pay.
10 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
11 including, without limitation, by requiring Plaintiffs and other Aggrieved Employees to complete
12 pre-shift tasks before clocking in and post-shift tasks after clocking out, such as attending one-on-
13 one meetings with supervisors and/or team meetings; clock out for meal periods and continue
14 working; don and doff required uniforms and/or safety gear prior to starting their shift, such as
15 earplugs, sleeves, safety jackets, safety glasses, safety vests; and wait in long lines to clock in.
16 Indeed, although Aggrieved Employees worked in several buildings on the premises, Defendants
17 only maintained a single time clock in one of the buildings for all the employees to use. This created
18 long lines and added to the amount of time Plaintiffs Employees and Aggrieved Employees had to
19 add to their arrival time in order to clock in for their scheduled shifts.

20 26. Moreover, upon information and belief, Defendants detrimentally rounded, edited
21 and/or manipulated time entries so the hours recorded were less than the hours actually worked.

22 27. Plaintiffs are informed and believe, and based thereon allege, that Defendants
23 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
24 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
25 worked. Thus, Plaintiffs and other Aggrieved Employees are entitled to actual and liquidated
26 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiffs are
27 further informed and believes, and based thereon allege, that Defendants' conduct above gave rise
28 to such violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for

1 civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558,
2 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
3 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

4 28. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
5 each of them, had and have a policy or practice of compelling Plaintiffs and other Aggrieved
6 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
7 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
8 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiffs and
9 Aggrieved Employees lawful meal periods by way of example, Defendants regularly denied
10 Plaintiffs and Aggrieved Employees lawful meal periods by, without limitation, interrupting meal
11 periods; not allowing employees to leave the premises for breaks; failing to provide meal periods
12 all together; providing short meal periods, including without limitation, meal periods that may
13 appear on the record to be 30 minutes or longer but in practice were shorter than thirty minutes due
14 to walking time to get to a designated break area, time spent having to wait in line to clock back in,
15 and having to don and doff safety gear and/or uniforms; requiring that Aggrieved Employees carry
16 cellular telephones during meal periods; requiring Aggrieved Employees to clock out and continue
17 working or risk reprimand for not completing all tasks; and/or auto-deducting meal periods that
18 could not be auto-deducted by law or during which employees worked. Like the time clock, there
19 was only one break room in one of the buildings and Plaintiffs and Aggrieved Employees would
20 work in a different building. Consequently, their meal periods were cut short due to the amount of
21 time it took to get to/from the break room. Plaintiffs and other Aggrieved Employees personally
22 suffered these violations. Consequently, Plaintiffs are informed and believe, and based thereon
23 allege, that Defendants violated Labor Code sections 512 and 1198 each day for each Aggrieved
24 Employee during the PAGA Period, and thus each Aggrieved Employee was owed one hour of
25 premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor
26 Code section 226.7. However, Plaintiffs are informed and believe that those premium payments
27 under Labor Code section 226.7 were not made for these non-compliant meal periods, either at all
28 or at the proper regular rate of pay. Defendants would thus be liable for civil penalties pursuant to

1 Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing
2 to authorize the taking of compliant meal periods and for failing to provide premium pay under
3 Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are
4 further informed and believe, and based thereon alleges, that Defendants' conduct that gave rise to
5 such violations and was malicious, fraudulent, or oppressive. As such, Defendants are further liable
6 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

7 29. Plaintiffs are informed and believe, and based thereon allege, that Defendants
8 maintain policies or practices of compelling Plaintiffs and other Aggrieved Employees every day
9 to, including, without limitation, work over four-hour periods (or major fractions thereof) without
10 authorizing and permitting Plaintiffs and other Aggrieved Employees to take uninterrupted, timely,
11 and complete ten-minute rest periods in which the employees are completely relieved of all of their
12 duties. By way of example, Defendants regularly denied Plaintiffs and Aggrieved Employees lawful
13 rest periods by, without limitation, interrupting meal periods; not allowing employees to leave the
14 premises during breaks; failing to provide rest periods that were at least ten minutes in length,
15 including rest periods that may have encompassed a total of ten minutes but were in practice less
16 than ten uninterrupted minutes due to, without limitation, walking time to get to a designated break
17 area, and time spent having to don and doff safety gear and/or uniforms during the rest period; and
18 requiring Aggrieved Employees to carry cellular telephones or walkie-talkies during rest periods.
19 As previously mentioned, Plaintiffs and Aggrieved Employees would often work in a different
20 building than the building in which the break room was located. As a result, their rest periods were
21 cut short due to the amount of time it took to get to/from the break room. Plaintiffs and other
22 Aggrieved Employees personally suffered these violations. Consequently, Plaintiffs are informed
23 and believe, and based thereon allege, that Defendants violated the applicable Wage Order(s) each
24 day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved
25 Employee was owed one hour of premium pay at their regular rate of pay for each day worked
26 during the PAGA Period under Labor Code section 226.7. However, Plaintiffs are informed and
27 believe that those premium payments under Labor Code section 226.7 were not made, either, for
28 these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of

1 Labor Code sections 226.7 and 1198. Defendants would thus be liable for civil penalties pursuant
2 to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both
3 failing to authorize the taking of compliant rest periods and for failing to provide premium pay under
4 Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are
5 further informed and believe, and based thereon allege, that Defendants' conduct above gave rise to
6 such violations and was malicious, fraudulent, or oppressive. As such, Defendants are further liable
7 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

8 30. As a result of, among other things, Defendants' herein-described policy or practice
9 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
10 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
11 rest periods, as described above, and due to independent failures in connection therewith, Plaintiffs
12 are informed and believe, and based thereon allege, that Defendants also intentionally failed and
13 continues to fail to furnish Plaintiffs and Aggrieved Employees with itemized wage statements that
14 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all
15 applicable hourly rates in effect during the pay period and the corresponding number of hours
16 worked at each hourly rate by the employee; and other such information as required by Labor Code
17 section 226, subdivision (a). Specifically, Defendants intentionally failed to furnish employees with
18 itemized wage statements that accurately reflect the hours worked by Plaintiffs and other Aggrieved
19 Employees and the rates of pay at which they were or should have been paid, thus resulting in a
20 failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, Plaintiffs
21 are informed and believe, and based thereon allege, that Defendants violated Labor Code sections
22 226, and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus
23 Plaintiffs and each Aggrieved Employee personally suffered these violations and was owed
24 penalties under Labor Code section 226 for each pay period worked during the PAGA Period.
25 Plaintiffs are informed and believe that those penalties under Labor Code section 226 were not paid
26 for these violations of Labor Code section 226. Defendants would thus be liable for civil penalties
27 pursuant to Labor Code sections 226.3, 558, 1198, and 2699, or injunctive relief under sections
28 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based thereon allege, that

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

4 31. Plaintiffs are informed and believe, and based thereon allege, that Defendants also
5 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
6 compensation to Plaintiffs and other terminated or resigned employees, including but not limited to,
7 failing to pay all overtime wages owed, all minimum wages; and all premium pay owed; as set forth
8 above, among other things. Consequently, Plaintiffs are informed and believe, and based thereon
9 allege, that Defendants violated Labor Code sections 201, 202 203, and 1198 each pay period for
10 each Aggrieved Employee during the PAGA Period, and thus Plaintiffs and each Aggrieved
11 Employee personally suffered these violations and was owed penalties under Labor Code section
12 203 for each pay period worked during the PAGA Period. However, Plaintiffs are informed and
13 believe that those penalties under Labor Code section 203 were not made for these violations of
14 Labor Code sections 201, 202, and 203. Defendants would thus be liable for civil penalties pursuant
15 to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
16 2699(j). Plaintiffs are further informed and believe, and based thereon allege, that Defendants'
17 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
18 Defendants would further be liable for civil penalties pursuant to Labor Code section
19 2699(f)(2)(B)(ii).

20 32. Plaintiffs are informed and believe, and based thereon allege that Defendants also
21 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
22 limitation, Plaintiffs and other Aggrieved Employees, with their costs incurred for the purchase of
23 tools and safety equipment, and the use of personal cellular phone for work purposes, in direct
24 consequence of the discharge of their duties, or of their obedience to the directions of Defendants,
25 as required by Labor Code sections 1198, 2800, 2802, and other statutory and common law
26 offenses. As a result, Plaintiffs and other Aggrieved Employees have personally suffered these
27 violations and Defendants are liable to reimburse Plaintiffs and other Aggrieved Employees for
28 these costs incurred in furtherance of work duties. Defendants would thus be liable for civil penalties

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

6 33. Plaintiffs are informed and believes, and based thereon alleges that Defendants had
7 and have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
8 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
9 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
10 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
11 any calendar month, shall be paid for between the 1st and 10th day of the following month."
12 Plaintiffs are informed and believes and based thereon alleges that Defendants did not and do not
13 pay Plaintiffs and other Aggrieved Employees all wages owed every day and every workweek in
14 accordance with Labor Code sections 204 and 1198. Plaintiffs are informed and believe, and based
15 thereon allege, that Defendants violated Labor Code section 204 and that Plaintiffs and other
16 Aggrieved Employees have personally suffered these violations. As such, Defendants would be
17 liable for civil penalties pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive
18 relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based
19 thereon allege, that Defendants' conduct above gave rise to such violations and was malicious,
20 fraudulent, or oppressive. Therefore, Defendants would further be liable for civil penalties pursuant
21 to Labor Code section 2699(f)(2)(B)(ii).

22 34. Plaintiffs are further informed and believe, and based thereon allege, that Defendants
23 have or had a policy or practice of failing to provide Plaintiffs and other Aggrieved Employees with
24 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
25 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
26 to be provided pursuant to California and local laws. Plaintiffs are further informed and believe that
27 sick pay was not provided at the proper regular of pay as required under California law due to failure
28 to properly calculate the regular rate. Plaintiffs are additionally informed and believe that the notice

1 requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll
2 or workplace injury reporting. Plaintiffs are thus informed and believe that Defendants violated
3 these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiffs and other
4 Aggrieved Employees have personally suffered violations under these sections and Defendants
5 would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code
6 sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable
7 attorneys' fees and costs. Plaintiffs are further informed and believe, and based thereon allege, that
8 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
9 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
10 2699(f)(2)(B)(ii).

11 35. In addition to the above, Plaintiffs are informed and believe, and based thereon allege
12 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
13 statements and similar payroll documents under Labor Code section 226, documents signed to
14 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
15 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiffs and
16 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Defendants
17 also failed to provide these documents to Plaintiffs and other Aggrieved Employees upon request
18 on October 14, 2025, in violation of these Labor Code sections. Plaintiffs and the Aggrieved
19 Employees personally suffered these violations, which in turn would entitle Plaintiffs and other
20 Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants
21 would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699.
22 Plaintiffs are further informed and believe, and based thereon allege, that Defendants' conduct
23 above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would
24 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

25 36. Plaintiffs are informed and believe, and based thereon allege, that Defendants,
26 including their agents, managers, superintendents, and/or officers, required Plaintiffs and/or
27 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
28 agents, managers, superintendents and/or officers) to be prohibited by law, including, without

1 limitation, terms known to be illegal in purported arbitration agreements, and other written
2 documents presented for signature and/or assent to Plaintiffs and/or Aggrieved Employees by
3 Defendants. Defendants also required Plaintiffs and Aggrieved Employees to inform prospective
4 employers of Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work.
5 As a result, Plaintiffs are informed and believe that Defendants violated Labor Code sections 432.5
6 and 1198. As such, Plaintiffs are informed and believe, and based thereon allege, that Plaintiffs and
7 other Aggrieved Employees personally suffered these violations, and that Defendants violated,
8 without limitation, Labor Code section 432.5 and Government Code section 12952, entitling
9 Plaintiffs and other Aggrieved Employees to damages. Plaintiffs are further informed and believe,
10 and based thereon allege, that Defendants' conduct above gave rise to such violations and was
11 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to
12 Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and
13 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
14 2699(f)(2)(B)(ii).

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

19 **FIRST AND ONLY CAUSE OF ACTION**

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

21 38. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the
22 preceding paragraphs as though fully set forth hereat.

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

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

1 40. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
2 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
3 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
4 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
5 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
6 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
7 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

8 41. At all relevant times herein, Defendants have had a consistent policy or practice of
9 failing to pay Plaintiffs and/or Aggrieved Employees during their employment on a timely basis as
10 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
11 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiffs and other
12 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
13 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
14 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
15 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
16 violation in connection with each payment that was made in violation of Labor Code section 204.

17 Civil Penalties Under Labor Code § 226.3

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

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

25 44. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
26 and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
27 intentionally failing to furnish Plaintiffs and Aggrieved Employees with itemized wage statements
28 that accurately reflect gross wages earned; total hours worked; net wages earned; the name and

1 address of each employer with whom they have been placed to work; all applicable hourly rates in
2 effect during the pay period and the corresponding number of hours worked at each hourly rate; the
3 legal name of the employer; and other such information as required by Labor Code section 226,
4 subdivision (a).

5 45. Pursuant to Labor Code section 226.3, Plaintiffs and other Aggrieved Employees are
6 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
7 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
8 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
9 period for each subsequent violation.

10 Violation of Labor Code § 558

11 46. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
12 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
13 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil
14 penalty as follows:

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

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

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

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

26 48. As a direct and proximate result of the herein-described Labor Code violations,
27 pursuant to Labor Code section 558, Plaintiffs and other Aggrieved Employees are entitled to
28 recover civil penalties for Defendants' herein-described Labor Code violations in the amount fifty

1 dollars (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred
2 dollars (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

3 Violation of Labor Code § 1174.5

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

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

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

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

28 53. Plaintiffs are informed and believe, and based thereon allege, that Defendants have

1 willfully failed to keep adequate or accurate time records including wage statements and similar
2 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
3 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
4 under Labor Code section 1174.

5 54. As a direct and proximate result of the herein-described Labor Code violations,
6 pursuant to Labor Code section 1174.5, Plaintiffs and other Aggrieved Employees are entitled to
7 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
8 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

9 Violation of Labor Code § 1197.1

10 55. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
11 person acting either individually or as an officer, agent, or employee of another person, who pays
12 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
13 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
14 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
15 Section 203 as follows:

16 (1) For any initial violation that is intentionally committed, one hundred dollars
17 (\$100) for each underpaid employee for each pay period for which the
18 employee is underpaid. This amount shall be in addition to an amount
19 sufficient to recover underpaid wages, liquidated damages pursuant to Section
20 1194.2, and any applicable penalties imposed pursuant to Section 203.

21 (2) For each subsequent violation for the same specific offense, two hundred fifty
22 dollars (\$250) for each underpaid employee for each pay period for which the
23 employee is underpaid regardless of whether the initial violation is
24 intentionally committed. This amount shall be in addition to an amount
25 sufficient to recover underpaid wages, liquidated damages pursuant to Section
26 1194.2, and any applicable penalties imposed pursuant to Section 203.

27 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
28 Section 203, recovered pursuant to this section shall be paid to the affected

1 employee.”

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

6 57. As a direct and proximate result of the herein-described Labor Code violations,
7 pursuant to Labor Code section 1197.1, Plaintiffs and other Aggrieved Employees are entitled to
8 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one
9 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
10 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
11 subsequent violation.

12 Civil Penalties Under Labor Code § 2699

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

19 59. Plaintiffs are informed and believe, and based thereon allege that Defendants, and
20 each of them, violated the Labor Code sections described in the preceding paragraphs.

21 60. As such, Plaintiffs and Aggrieved Employees are entitled to injunctive relief, one
22 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
23 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
24 to the extent Defendants’ conduct is found to be malicious, fraudulent and/or oppressive.

25 61. Moreover, Plaintiffs and other Aggrieved Employees within the State of California
26 whom Plaintiffs seek to represent are entitled to an award of reasonable attorneys’ fees and costs in
27 connection with their herein-described claims for civil penalties.

28 //

1 **PRAYER**

2 **WHEREFORE**, on behalf of Plaintiffs and Aggrieved Employees, Plaintiffs prays for
3 judgment against Defendants as follows:

- 4 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
5 1174.5, 1197.1, and 2699;
- 6 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
7 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 8 C. For equitable, including, without limitation, injunctive relief;
- 9 C. Pre-judgment and post-judgment interest;
- 10 D. For costs of suit incurred herein; and
- 11 E. Such other and further relief as the Court deems just and proper.

12 Dated: April 6, 2026

BIBIYAN LAW GROUP, P.C.

13
14 BY: /s/ Jason W. Rothman

15 JASON W. ROTHMAN

16 Attorney for Plaintiffs EDUARDO DIAZ,
17 NATHALIE ORTIZ, and on behalf of all
18 other Aggrieved Employees
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