

BIBIYAN LAW GROUP, P.C.

Sarah Cohen (SBN 330700)
Sarah@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

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Superior Court of California
County of San Bernardino
Rancho Cucamonga District
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By: Toni Gonzalez, DEPUTY

Attorneys for Plaintiff HANNAH SMITH,
as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

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

Plaintiff

v.

KEHE DISTRIBUTORS, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: CIVRS2604015

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 HANNAH SMITH (“Plaintiff”), as an Aggrieved Employee, and on behalf of all
2 other Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004, alleges
3 as follows:

4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against KEHE
7 DISTRIBUTORS, INC, a Delaware corporation, and any of its respective subsidiaries or affiliated
8 companies within the State of California (“KEHE” hereinafter, collectively, with DOES 1 through
9 100, 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, 223, 226432, 1198,
13 as well as applicable Wage Orders. Plaintiff seeks to represent all current and former employees
14 that worked for Defendants during the PAGA Period. On all other claims mentioned herein, Plaintiff
15 seeks to represent only non-exempt current and former employees that worked for Defendants
16 during the PAGA Period. Collectively, these employees are herein referred to as “Aggrieved
17 Employees.” The “PAGA Period” refers to three years preceding the date notice was submitted to
18 the LWDA, continuing past the date of notice to the LWDA into perpetuity.

19 **PARTIES**

20 2. Plaintiff HANNAH SMITH (“SMITH”) is a resident of the State of California. At
21 all relevant times herein, SMITH is informed and believes, and based thereon alleges, that
22 Defendants employed SMITH as a non-exempt employee with duties that included, but were not
23 limited to, collecting orders, driving assigned routes through warehouse aisles, and picking items
24 according to given numbers and orders. SMITH is informed and believes, and based thereon alleges,
25 that SMITH worked for Defendants from approximately August of 2025 through approximately
26 October of 2025.

27 3. Plaintiff is informed and believes and based thereon alleges that defendant KEHE is,
28 and at all times relevant hereto was, a corporation organized and existing under and by virtue of the

1 laws of the State of Delaware and doing business in the County of San Bernardino, State of
2 California. At all relevant times herein, KEHE employed Plaintiff and Aggrieved Employees within
3 the State of California.

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

11 **JOINT LIABILITY ALLEGATIONS**

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

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

23 7. All of the acts and conduct described herein of each and every corporate defendant
24 was duly authorized, ordered, and directed by the respective and collective defendant corporate
25 employers, and the officers and management-level employees of said corporate employers. In
26 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
27 their said employees, agents, and representatives, and each of them; and upon completion of the
28 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant

1 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
2 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
3 aforementioned corporate employees, agents and representatives.

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

6 **JURISDICTION**

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

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

18 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

28 13. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees

1 such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified
2 in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the
3 PAGA Period.

4 14. Pursuant to Labor Code section 2699.3, on or around January 15, 2026, Plaintiff
5 provided written notice of Defendants' violation of various provisions of the Labor Code to the
6 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

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

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

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

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

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

28 20. In the event, the LWDA and/or a court issued a finding or determination to the

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

11 **FACTUAL ALLEGATIONS**

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

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

21 23. Upon information and belief, Defendants failed to accurately track and/or pay for all
22 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
23 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
24 including, without limitation, by requiring Plaintiff and Aggrieved Employees to complete pre-shift
25 tasks before clocking in, such as arriving early to secure functioning machines that would allow
26 them to perform their job and required quota, before clocking in, as there were not enough
27 functioning machines for the amount of employees working the same shift, and to suffer under
28

1 Employer's control by waiting in long lines to clock in as there were many employees clocking in
2 at the same time, and not enough time clocks available.

3 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
5 Wage Orders based on their continued failure to pay minimum and overtime wages for all hours
6 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
7 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiff is further
8 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
9 violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
10 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
11 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
12 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 25. Plaintiff is informed and believe, and based thereon allege, that Defendants, and each
14 of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved Employees
15 during the PAGA Period to work every day in excess of five (5) and ten (10) hours per day, without
16 being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu
17 thereof. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
18 meal periods by, without limitation, interrupting meal periods; failing to provide meal periods all
19 together; failing to provide a suitable break area; not providing timely meal periods; failing to
20 provide second meal periods; providing short meal periods, including without limitation, meal
21 periods that may appear on the record to be 30 minutes or longer but in practice were shorter than
22 thirty minutes due to walking time to get to a designated break area and time spent having to wait
23 in line to clock back in. For example, Plaintiff had to cut meal periods short due to having to walk
24 for approximately 6 minutes to the break area and had to cut meal periods short due to being
25 interrupted with new quota requirements and having to return to work in order to complete the newly
26 required quota. Plaintiff, and upon information and belief, Aggrieved Employees, were only
27 provided, at times, with one meal period when they worked twelve-hour shifts. Plaintiff and other
28 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and

1 believes, and based thereon alleges, that Defendants violated Labor Code sections 512 and 1198
2 each day for each Aggrieved Employee during the PAGA Period, and thus each Aggrieved
3 Employee was owed one hour of premium pay at their regular rate of pay for each day worked
4 during the PAGA Period under Labor Code section 226.7. However, Plaintiff is informed and
5 believes that those premium payments under Labor Code section 226.7 were not made for these
6 non-compliant meal periods, either at all or at the proper regular rate of pay. Defendants would thus
7 be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these
8 wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and
9 for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under
10 sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon
11 alleges, that Defendants' conduct that gave rise to such violations and was malicious, fraudulent, or
12 oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code section
13 2699(f)(2)(B)(ii).

14 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
16 including, without limitation, work over four-hour periods (or major fractions thereof) without
17 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
18 and complete ten-minute rest periods in which the employees are completely relieved of all of their
19 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
20 rest periods by, without limitation, by interrupting rest breaks; by failing to provide rest periods all
21 together; failing to provide rest periods that were at least ten minutes in length, including rest periods
22 that may have encompassed a total of ten minutes but were in practice less than ten uninterrupted
23 minutes due to, without limitation, walking time to get to a designated break area, and otherwise
24 requiring on-duty/on-call rest periods. For example, Plaintiff were often required to skip rest breaks
25 altogether in order to comply with the required quota for the day. Additionally, Plaintiff was
26 interrupted during rest breaks and required to return to work, in cases where the quota for the day
27 increased. Plaintiff and other Aggrieved Employees personally suffered these violations.
28 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants

1 violated the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA
2 Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular
3 rate of pay for each day worked during the PAGA Period under Labor Code section 226.7.
4 However, Plaintiff is informed and believes that those premium payments under Labor Code section
5 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular
6 rate of pay, in violation of Labor Code sections 226.7 and 1198. Defendants would thus be liable
7 for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558,
8 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to
9 provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1)
10 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
11 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
12 Defendants are further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 27. As a result of, among other things, Defendants' herein-described policy or practice
14 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
15 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
16 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
17 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
18 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
19 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
20 inclusive dates of the period for which the employee is paid; the name of the employee and only the
21 last four digits of their social security number or an employee identification number other than a
22 social security number; all deductions; all applicable hourly rates in effect during the pay period and
23 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
24 address of the employer, and other such information as required by Labor Code section 226,
25 subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized
26 wage statements that accurately reflect the hours worked by Plaintiff and other Aggrieved
27 Employees and the rates of pay at which they were or should have been paid; thus resulting in a
28 failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, Plaintiff

1 is informed and believes, and based thereon alleges, that Defendants violated Labor Code sections
2 226, and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus
3 Plaintiff and each Aggrieved Employee personally suffered these violations and was owed penalties
4 under Labor Code section 226 for each pay period worked during the PAGA Period. Plaintiff is
5 informed and believes that those penalties under Labor Code section 226 were not paid for these
6 violations of Labor Code section 226. Defendants would thus be liable for civil penalties pursuant
7 to Labor Code sections 226.3, 558, 1198, and 2699, or injunctive relief under sections 2699(e)(1)
8 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
9 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Thus,
10 Defendants would further be liable for civil penalties pursuant to Labor Code section
11 2699(f)(2)(B)(ii).

12 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
13 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
14 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
15 failing to pay all overtime wages owed, including for failure to pay overtime wages owed; all
16 minimum wages owed; and all premium pay owed; as set forth above, among other things.
17 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 violated Labor Code sections 201, 202, 203, and 1198 each pay period for each Aggrieved Employee
19 during the PAGA Period, and thus Plaintiff and each Aggrieved Employee personally suffered these
20 violations and was owed penalties under Labor Code section 203 for each pay period worked during
21 the PAGA Period. However, Plaintiff is informed and believes that those penalties under Labor
22 Code section 203 were not made for these violations of Labor Code sections 201, 202, and 203.
23 Defendants would thus be liable for civil penalties pursuant to Labor Code sections 558, 1198 and
24 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Plaintiff is further informed and
25 believe, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
26 was malicious, fraudulent, or oppressive. As such, Defendants would further be liable for civil
27 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

1 oppressive. Therefore, Defendants would further be liable for civil penalties pursuant to Labor Code
2 section 2699(f)(2)(B)(ii).

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

1 rest and recovery periods when requested, due to Defendants' unlawful policy and practice to favor
2 production goals over the rights of Plaintiff and Aggrieved Employees. Consequently, Plaintiff and
3 other Aggrieved Employees were not provided with meal periods (or second meal periods); and/or
4 authorized or permitted to take rest periods (including second or third rest periods); and/or recovery
5 periods; and Defendants' policies prevented Aggrieved Employees from taking these meals, rest
6 and/or recovery periods as required by California law. Furthermore, Defendants did not provide
7 Plaintiff and Aggrieved Employees a written description of each quota that was applicable to
8 Plaintiff and Aggrieved Employees; maintained secret (undisclosed) quotas; and failed to provide
9 written disclosures each and every time quotas changed either seasonally, daily, hourly, weekly
10 and/or monthly. This includes the number of tasks to be performed or materials that must be
11 produced or handled within a time period, and any potential adverse employment action that could
12 result from failing to meet the quota. This information has not been given by Defendants to Plaintiff
13 and Aggrieved Employees, including when hired, commencing on January 1, 2022, to the present.
14 Additionally, Defendants changed the "quota" regularly without notice, as often as per pay period.
15 Defendants were also required to provide a new written quota disclosure each and every time the
16 quota changed and failed to do so since the Notice was provided. Defendants failed to produce
17 Plaintiffs' written quota disclosure upon written request pursuant to Labor Code sections 2100
18 through 2112, and failed to provide written disclosures to Plaintiff and Aggrieved Employees,
19 including new hires, since January 1, 2022, as well as to current employees each time the quota
20 changed. Defendants had and has a policy and practice of taking adverse employment action against
21 Plaintiff and Aggrieved Employees for failing to meet a quota that does not allow Plaintiff and
22 Aggrieved Employees to comply with meal and rest periods, or occupational health and safety laws
23 in the Labor Code or Division Standards, or for failure to meet a quota that has not been disclosed
24 to Plaintiff and Aggrieved Employees pursuant to Labor Code section 2101. Plaintiff thus violated
25 Labor Code sections 2100 through 2112. Plaintiff and the Aggrieved Employees personally suffered
26 these violations, which in turn would entitle Plaintiff and other Aggrieved Employees to penalties
27 prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for civil
28 penalties pursuant to Labor Code sections 558, 1174.5, 1695.55, 1198 and 2699. Plaintiff is further

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

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

19 33. Plaintiff is further informed and believes, and based thereon allege that Defendants
20 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor
21 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
22 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
23 applicable to their employment; any allowances claimed as part of the minimum wage; the regular
24 payday designated by Defendants; the name of the employer, including any "doing business as"
25 names used by the employer; the physical address of the employer's main office and the telephone
26 number of the employer; the name, address and telephone number of the workers' compensation
27 insurance carrier; information regarding paid sick leave; and other pertinent information required to
28 be disclosed by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that

1 Defendants' failure to provide such information, including rates of pay that are in effect, has
2 permitted Defendants to pay employees at rates of pay that were not agreed upon and violate
3 minimum wage and overtime wage laws in California. Plaintiff is informed and believes that
4 Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and other Aggrieved
5 Employees personally suffered these violations. Plaintiff is further informed and believes, and based
6 thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious,
7 fraudulent, or oppressive. Among other relief, employees may collect from Defendants in
8 connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and
9 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
10 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

11 34. Plaintiff is informed and believes, and based thereon allege, that Defendants,
12 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
13 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
14 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
15 limitation, terms known to be illegal in purported arbitration agreements, and other written
16 documents presented for signature and/or assent to Plaintiff and/or Aggrieved Employees by
17 Defendants. Defendants also required Plaintiff and Aggrieved Employees to inform prospective
18 employers of Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work.
19 As a result, Plaintiff is informed and believes that Defendants violated Labor Code sections 432.5
20 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and
21 other Aggrieved Employees personally suffered these violations, and that Defendants violated,
22 without limitation, Labor Code section 432.5 and Government Code section 12952, entitling
23 Plaintiff and other Aggrieved Employees to damages. Plaintiff is further informed and believes, and
24 based thereon alleges, that Defendants' conduct above gave rise to such violations and was
25 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to
26 Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and
27 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
28 2699(f)(2)(B)(ii).

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

FIRST AND ONLY CAUSE OF ACTION

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

36. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the preceding paragraphs as though fully set forth herein.

Civil Penalties Under Labor Code § 210

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

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

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

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

3 Civil Penalties Under Labor Code § 226.3

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

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

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

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

24 Violation of Labor Code § 558

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

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

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

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

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

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

17 Violation of Labor Code § 1174.5

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

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

28 49. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required

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

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

14 51. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
15 willfully failed to keep adequate or accurate time records including wage statements and similar
16 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
17 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
18 under Labor Code section 1174.

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

23 Violation of Labor Code § 1197.1

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

1 Section 203 as follows:

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

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

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

26 Civil Penalties Under Labor Code § 2699

27 56. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
28 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed

1 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
2 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
3 action brought by an Aggrieved Employee on behalf of himself or herself and other current or former
4 employees pursuant to the procedures specified in Labor Code section 2699.3.

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

7 58. As such, Plaintiff and Aggrieved Employees is entitled to injunctive relief, one
8 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
9 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
10 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

11 59. Moreover, Plaintiff and other Aggrieved Employees within the State of California
12 whom Plaintiff seeks to represent is entitled to an award of reasonable attorneys' fees and costs in
13 connection with their herein-described claims for civil penalties.

14 **PRAYER**

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

- 17 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
18 1174.5, 1197.1, and 2699;
19 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
20 210, 226.3, 558, 1174.5, 1197.1, and 2699;
21 C. For equitable, including, without limitation, injunctive relief;
22 C. Pre-judgment and post-judgment interest;
23 D. For costs of suit incurred herein; and;
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E. Such other and further relief as the Court deems just and proper.

Dated: April 17, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Sarah Cohen
SARAH COHEN
Attorney for Plaintiff, HANNAH SMITH as
an Aggrieved Employee, and on behalf of all
other Aggrieved Employees