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as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

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

Plaintiff

v.

NEXTGEN GENETICS LLC, a Delaware
limited liability company; US FERTILITY,
LLC, a Delaware limited liability company;
and DOES 1 through 100, inclusive,

Defendants.

E-FILED

4/15/2026 4:30 PM

Clerk of Court

Superior Court of CA,

County of Santa Clara

26CV492082

Reviewed By: M. Suarez

CASE NO.: 26CV492082

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 Sandra Velazco (“Plaintiff”), as an Aggrieved Employee, and on behalf of all other
2 Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004, alleges as
3 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 NEXTGEN
7 GENETICS, LLC, a Delaware limited liability company, and any of its respective subsidiaries or
8 affiliated companies within the State of California (“NEXTGEN”), and US FERTILITY, LLC, a
9 Delaware limited liability company, and any of its respective subsidiaries or affiliated companies
10 within the State of California (“US FERTILITY”) (hereinafter, NEXTGEN and US FERTILITY,
11 collectively, with DOES 1 through 100, as further defined below, “Defendants”) as a proxy of the
12 Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of
13 Plaintiff and all Aggrieved Employees that worked for Defendants during the PAGA Period.
14 Specifically, in connection with any alleged claims for failure to comply with Labor Code sections
15 200, 201, 201.3, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 227.3, 233, 234, 245, 246, 1198,
16 1198.5, and applicable Wage Orders, Plaintiff seeks to represent all current and former employees
17 that worked for Defendants during the PAGA Period. On all other claims mentioned herein, Plaintiff
18 seeks to represent only non-exempt current and former employees that worked for Defendants
19 during the PAGA Period. Collectively, these employees are herein referred to as “Aggrieved
20 Employees.” The “PAGA Period” refers to three years preceding the date notice was submitted to
21 the LWDA, continuing past the date of notice to the LWDA into perpetuity.

22 **PARTIES**

23 2. Plaintiff SANDRA VELAZCO is a resident of the State of California. At all relevant
24 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 employed Plaintiff as a non-exempt employee. Plaintiff worked as a customer support specialist
26 with duties that included, but were not limited to, answering phones, responding to emails, providing
27 customer support, and shipping supplies. Plaintiff is informed and believes, and based thereon
28 alleges, that Plaintiff SANDRA VELAZCO worked for Defendants from approximately May of

1 2025 through approximately June of 2025.

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

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

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

19 **JOINT LIABILITY ALLEGATIONS**

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

27 7. Plaintiff is informed and believes and based thereon alleges that all the times
28 mentioned herein, each of the Defendants was the agent, principal, employee, employer,

1 representative, joint venture or co-conspirator of each of the other defendants, either actually or
2 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
3 employment, joint venture, and conspiracy.

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

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

15 **JURISDICTION**

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

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

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PAGA REPRESENTATIVE ALLEGATIONS

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

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

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

15. Pursuant to Labor Code section 2699.3, on or around January 2, 2026, Plaintiff provided written notice of Defendants’ violation of various provisions of the Labor Code to the LWDA online and by certified mail, with return receipt requested, to Defendants (“PAGA Notice”).

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

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

18. In the event that Defendants, or either of them, is/are determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to

1 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

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

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

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

21 **FACTUAL ALLEGATIONS**

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

26 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
27 and have a policy or practice of requiring Plaintiff and other Aggrieved Employees to work more
28 than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a

1 workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime
2 wages.

3 24. Upon information and belief, Defendants failed to accurately track and/or pay for all
4 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
5 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
6 including, without limitation, by requiring Plaintiff and Aggrieved Employees to communicate with
7 management prior to starting their shifts.

8 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
10 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
11 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
12 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiff is further
13 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
14 violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
15 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
16 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
17 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

18 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
19 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
20 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
21 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
22 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
23 Aggrieved Employees lawful meal periods by, without limitation, Defendants regularly denied
24 Plaintiff and Aggrieved Employees lawful meal periods by, without limitation, interrupting meal
25 periods to ask questions about the status of certain orders or work tasks. Plaintiff and other
26 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and
27 believes, and based thereon alleges, that Defendants violated Labor Code sections 512 and 1198
28 each day for each Aggrieved Employee during the PAGA Period, and thus each Aggrieved

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

12 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
14 including, without limitation, work over four-hour periods (or major fractions thereof) without
15 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
16 and complete ten-minute rest periods in which the employees are completely relieved of all of their
17 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
18 rest periods by, without limitation, interrupting rest breaks and failing to provide rest breaks in a
19 timely manner. Plaintiff and other Aggrieved Employees personally suffered these violations.
20 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 violated the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA
22 Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular
23 rate of pay for each day worked during the PAGA Period under Labor Code section 226.7.
24 However, Plaintiff is informed and believes that those premium payments under Labor Code section
25 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular
26 rate of pay, in violation of Labor Code sections 226.7 and 1198. Defendants would thus be liable
27 for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558,
28 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to

1 provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1)
2 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
3 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
4 Defendants are further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

5 28. As a result of, among other things, Defendants' herein-described policy or practice
6 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
7 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
8 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
9 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
10 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
11 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
12 inclusive dates of the period for which the employee is paid; the name of the employee and only the
13 last four digits of their social security number or an employee identification number other than a
14 social security number; all deductions; all applicable hourly rates in effect during the pay period and
15 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
16 address of the employer, and other such information as required by Labor Code section 226,
17 subdivision (a). Consequently, Plaintiff is informed and believes, and based thereon alleges, that
18 Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved Employee
19 during the PAGA Period, and that, thus Plaintiff and each Aggrieved Employee personally suffered
20 these violations and was owed penalties under Labor Code section 226 for each pay period worked
21 during the PAGA Period. Plaintiff is informed and believes that those penalties under Labor Code
22 section 226 were not paid for these violations of Labor Code section 226. Defendants would thus
23 be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699, or
24 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
25 and based thereon alleges, that Defendants' conduct above gave rise to such violations and was
26 malicious, fraudulent, or oppressive. Thus, Defendants would further be liable for civil penalties
27 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 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
3 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
4 failing to pay all overtime wages owed, all minimum wages, and all premium pay owed, as set forth
5 above, among other things. Consequently, Plaintiff is informed and believes, and based thereon
6 alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198 each pay period for
7 each Aggrieved Employee during the PAGA Period, and thus Plaintiff and each Aggrieved
8 Employee personally suffered these violations and was owed penalties under Labor Code section
9 203 for each pay period worked during the PAGA Period. However, Plaintiff is informed and
10 believes that those penalties under Labor Code section 203 were not made for these violations of
11 Labor Code sections 201, 202, and 203. Defendants would thus be liable for civil penalties pursuant
12 to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
13 2699(j). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
14 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
15 Defendants would further be liable for civil penalties pursuant to Labor Code section
16 2699(f)(2)(B)(ii).

17 30. Plaintiff is informed and believes, and based thereon alleges that Defendants also
18 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
19 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for using personal
20 cell phones for work related purposes such as communicating with management, in direct
21 consequence of the discharge of their duties, or of their obedience to the directions of Defendants,
22 as required by Labor Code sections 1198, 2800, 2802, and other statutory and common law
23 offenses. As a result, Plaintiff and other Aggrieved Employees have personally suffered these
24 violations and Defendants are liable to reimburse Plaintiff and other Aggrieved Employees for these
25 costs incurred in furtherance of work duties. Defendants would thus be liable for civil penalties
26 pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
27 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
28 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,

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

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

19 32. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
20 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
21 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
22 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
23 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
24 the sick pay was not provided at the proper regular of pay as required under California law due to
25 failure to properly calculate the regular rate. Plaintiff is additionally informed and believes that the
26 notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory
27 payroll or workplace injury reporting. Plaintiff is thus informed and believes that Defendants
28 violated these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiff and

1 other Aggrieved Employees have personally suffered violations under these sections and
2 Defendants would be liable for civil penalties for violation of the paid sick leave regulations under
3 Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and
4 reasonable attorneys' fees and costs. Plaintiff further informed and believes, and based thereon
5 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
6 or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
7 2699(f)(2)(B)(ii).

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

22 34. Because Defendants refused to provide Plaintiff's personnel file on July 16, 2025,
23 Plaintiff is unable to provide specifics regarding the exact documents, and language therein, that
24 Plaintiff was required to sign. Nevertheless, Plaintiff recalls, and thus Plaintiff is further informed
25 and believes, and based thereon alleges that Defendants failed and refused, and continue to fail and
26 refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
27 Protection Act of 2011) by, among other things, failing to provide Plaintiff and other Aggrieved
28 Employees with the rates of pay and overtime rates of pay applicable to their employment; any

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

17 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
18 and have a policy of failing to provide all temporary workers, including without limitation, Plaintiff,
19 with owed wages weekly by not later than the regular payday of the following week. Plaintiff is
20 informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198.
21 As a result, pursuant to Labor Code section 201.3, Plaintiff and other Aggrieved Employees have
22 personally suffered violations thereto and Defendants would be liable for civil penalties pursuant to
23 Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
24 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants’
25 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants
26 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 36. Plaintiff, in Plaintiff’s representative capacity, seeks civil penalties under Labor
28 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate

1 the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
2 Employees pursuant to PAGA.

3 **FIRST AND ONLY CAUSE OF ACTION**

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

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

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

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

13 39. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
14 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
15 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
16 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
17 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
18 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
19 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

20 40. At all relevant times herein, Defendants have had a consistent policy or practice of
21 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
22 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
23 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
24 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
25 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
26 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
27 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
28 violation in connection with each payment that was made in violation of Labor Code section 204.

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

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

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

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

Violation of Labor Code § 1174.5

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

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

50. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required every person employing labor in California to “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable

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

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

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

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

20 Violation of Labor Code § 1197.1

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

- 27 (1) For any initial violation that is intentionally committed, one hundred dollars
28 (\$100) for each underpaid employee for each pay period for which the

1 employee is underpaid. This amount shall be in addition to an amount
2 sufficient to recover underpaid wages, liquidated damages pursuant to Section
3 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

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

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

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

23 Civil Penalties Under Labor Code § 2699

24 57. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
25 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
26 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
27 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
28 action brought by an Aggrieved Employee on behalf of himself or herself and other current or former

employees pursuant to the procedures specified in Labor Code section 2699.3.

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

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

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

PRAYER

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

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

Dated: April 15, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Jason W. Rothman

JASON W. ROTHMAN

Attorneys for Plaintiff SANDRA VELAZCO
and on behalf of all other Aggrieved
Employees