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

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF ALAMEDA**

16 MARLON NOTARIO, as an Aggrieved
17 Employee, and on behalf of all other Aggrieved
18 Employees under the Labor Code Private
19 Attorneys' General Act of 2004,

20 Plaintiff

21 v.

22 DAA DRAEXLMAIER AUTOMOTIVE OF
23 AMERICA, LLC, a South Carolina limited
24 liability company doing business as DAA
25 DRAEXLMAIER; and DOES 1 through 100,
26 inclusive,

27 Defendants.

ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

08/10/2026 at 05:20:02 PM

By: Andrel Gospel,
Deputy Clerk

CASE NO.: **26CV203895**

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

4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against DAA
7 DRAEXLMAIER AUTOMOTIVE OF AMERICA, LLC, a South Carolina limited liability
8 company doing business as DAA DRAEXLMAIER, and any of its respective subsidiaries or
9 affiliated companies within the State of California (“DAA”) (hereinafter, DAA collectively, with
10 DOES 1 through 100, as further defined below, “Defendants”) as a proxy of the Labor and
11 Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and
12 all Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically, in
13 connection with any alleged claims for failure to comply with Labor Code sections 200, 201, 202,
14 203, 204, 210, 226, 226.3, 227.3, 245, 246, 1198, and applicable Wage Orders, Plaintiff seeks to
15 represent all current and former employees that worked for Defendants during the PAGA Period.
16 On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt current and
17 former employees that worked for Defendants during the PAGA Period. Collectively, these
18 employees are herein referred to as “Aggrieved Employees.” The “PAGA Period” refers to one year
19 preceding the date notice was submitted to the LWDA, continuing past the date of notice to the
20 LWDA until judgement is entered.

21 **PARTIES**

22 2. Plaintiff MARLON NOTARIO is a resident of the State of California. At all relevant
23 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 employed Plaintiff as a non-exempt employee with duties that included, but were not limited to,
25 injection molding and tool repair. Plaintiff is informed and believes, and based thereon alleges, that
26 Plaintiff MARLON NOTARIO worked for Defendants from approximately February of 2020
27 through approximately December of 2025.

28 3. Plaintiff is informed and believes and based thereon alleges that defendant DAA is,

1 and at all times relevant hereto was, a limited liability company organized and existing under and
2 by virtue of the laws of the State of South Carolina and doing business in the County of Alameda,
3 State of California. At all relevant times herein, DAA employed Plaintiff and Aggrieved Employees
4 within the State of California.

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

12 **JOINT LIABILITY ALLEGATIONS**

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

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

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

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

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

7 **JURISDICTION**

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

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

18 **PAGA REPRESENTATIVE ALLEGATIONS**

19 11. Plaintiff is an "Aggrieved Employee" under PAGA, as Plaintiff was employed by
20 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein.
21 Accordingly, Plaintiff seeks to recover civil penalties under PAGA, plus reasonable attorneys' fees
22 and costs, for Plaintiff and all other Aggrieved Employees of Defendants during the PAGA Period.

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

27 13. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
28 such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified

1 in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the
2 PAGA Period.

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

6 15. Pursuant to Labor Code section 2699.3, on or around May 29, 2026, Plaintiff
7 provided written notice of Defendants' violation of various provisions of the Labor Code to the
8 LWDA online and by certified mail, with return receipt requested, to Defendants ("First Amended
9 PAGA Notice").

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

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

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

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

27 20. In the event that Defendants, or either of them is/are deemed to have adequately taken
28 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)

1 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
2 Code section 2699(h)(1)-(3).

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

13 **FACTUAL ALLEGATIONS**

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

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

23 24. Upon information and belief, Defendants failed to accurately track and/or pay for all
24 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
25 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
26 including, without limitation, by requiring Plaintiff and Aggrieved Employees to leave work late to
27 meet quotas without being able to clock in for all that time, to suffer under Defendants' control due
28 to long lines for clocking in due to a limited number of time clocks, and to clock out for meal periods

1 and continue working on repairs or molds to meet quotas. By way of example, Plaintiff was often
2 told to clock out for lunch but continue working in order to meet the quotas set by his supervisor.
3 Additionally, Aggrieved Employees were required to monitor calls and messages from Defendants
4 while off-the-clock.

5 25. Moreover, upon information and belief, Defendants detrimentally edited and/or
6 manipulated time entries so the hours recorded were less than the hours actually worked when
7 Aggrieved Employees stayed late to work on repairs to avoid paying all overtime, and paid straight
8 pay instead of overtime pay, all to the detriment of Plaintiff and other Aggrieved Employees. For
9 example, Plaintiff often worked over six (6) days in a row (one time working 21 days consecutively)
10 and did not receive overtime and double overtime for work beyond the 6th day. Plaintiff consistently
11 worked a 12 day on, two days off schedule and only received straight time for these days worked.

12 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
14 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
15 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
16 damages under, without limitation, Labor Code sections, 1194, 1194.2, and 1198. Plaintiff is further
17 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
18 violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
19 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
20 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
21 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

22 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
23 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
24 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
25 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
26 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
27 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; not
28 providing timely meal periods; failing to provide first and second and third meal periods; providing

1 short meal periods; requiring that Plaintiff carry cellular telephones and walkie-talkies during meal
2 periods to respond to managers and supervisors; not permitting Plaintiff to leave the premises; and
3 otherwise requiring on-duty/on-call meal periods due to quota demands. By way of example,
4 Plaintiff was instructed by his supervisor to clock out for lunch and continue working in order to
5 keep up with quota and production demands. . Plaintiff and other Aggrieved Employees personally
6 suffered these violations. Consequently, Plaintiff is informed and believes, and based thereon
7 alleges, that Defendants violated Labor Code sections 512 and 1198 each day for each Aggrieved
8 Employee during the PAGA Period, and thus each Aggrieved Employee was owed one hour of
9 premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor
10 Code section 226.7. However, Plaintiff is informed and believes that those premium payments under
11 Labor Code section 226.7 were not made for these non-compliant meal periods, either at all or at
12 the proper regular rate of pay. Defendants would thus be liable for civil penalties pursuant to Labor
13 Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to
14 authorize the taking of compliant meal periods and for failing to provide premium pay under Labor
15 Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
16 informed and believes, and based thereon alleges, that Defendants' conduct that gave rise to such
17 violations and was malicious, fraudulent, or oppressive. As such, Defendants are further liable for
18 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

19 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
21 including, without limitation, work over four-hour periods (or major fractions thereof) without
22 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
23 and complete ten-minute rest periods in which the employees are completely relieved of all of their
24 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
25 rest periods by, without limitation, by failing to provide rest periods all together; interrupting them;
26 requiring that employees carry cellular telephones and walkie-talkies during rest periods; not
27 providing them in a timely fashion; not permitting employees to leave the premises; and otherwise
28 requiring on-duty/on-call rest periods. Plaintiff often had to forgo rest periods to continue working,

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

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

1 subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized
2 wage statements that accurately reflect the hours worked by Plaintiff and other Aggrieved
3 Employees and the rates of pay at which they were or should have been paid, thus resulting in a
4 failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, Plaintiff
5 is informed and believes, and based thereon alleges, that Defendants violated Labor Code sections
6 226, and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus
7 Plaintiff and each Aggrieved Employee personally suffered these violations and was owed penalties
8 under Labor Code section 226 for each pay period worked during the PAGA Period. Plaintiff is
9 informed and believes that those penalties under Labor Code section 226 were not paid for these
10 violations of Labor Code section 226. Defendants would thus be liable for civil penalties pursuant
11 to Labor Code sections 226.3, 558, 1198, and 2699, or injunctive relief under sections 2699(e)(1)
12 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
13 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Thus,
14 Defendants would further be liable for civil penalties pursuant to Labor Code section
15 2699(f)(2)(B)(ii).

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

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

4 31. Plaintiff is informed and believes, and based thereon alleges that Defendants also
5 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
6 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal
7 vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits,
8 separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for
9 the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of
10 the discharge of their duties, or of their obedience to the directions of Defendants, as required by
11 Labor Code sections 1198, 2800, 2802, and other statutory and common law offenses. As a result,
12 Plaintiff and other Aggrieved Employees have personally suffered these violations and Defendants
13 are liable to reimburse Plaintiff and other Aggrieved Employees for these costs incurred in
14 furtherance of work duties. Defendants would thus be liable for civil penalties pursuant to Labor
15 Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
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. As such, Defendants
18 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

19 32. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
20 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
21 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
22 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
23 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
24 any calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
25 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
26 and other Aggrieved Employees all wages owed every day and every workweek in accordance with
27 Labor Code sections 204 and 1198. Plaintiff is informed and believes, and based thereon alleges,
28 that Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees

1 have personally suffered these violations. As such, Defendants would be liable for civil penalties
2 pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections
3 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that
4 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
5 oppressive. Therefore, Defendants would further be liable for civil penalties pursuant to Labor Code
6 section 2699(f)(2)(B)(ii).

7 33. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
8 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
9 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
10 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
11 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
12 the sick pay was not provided at the proper regular of pay as required under California law due to
13 failure to properly calculate the regular rate. Plaintiff is additionally informed and believes that the
14 notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory
15 payroll or workplace injury reporting. Plaintiff is thus informed and believes that Defendants
16 violated these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiff and
17 other Aggrieved Employees have personally suffered violations under these sections and
18 Defendants would be liable for civil penalties for violation of the paid sick leave regulations under
19 Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and
20 reasonable attorneys' fees and costs. Plaintiff further informed and believes, and based thereon
21 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
22 or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
23 2699(f)(2)(B)(ii).

24 34. Plaintiff is informed and believes, and based thereon alleges, as follows: Defendants
25 knew or should have known it imposed systematic quota and production demands on Plaintiff and
26 other Aggrieved Employees which violated the rights of Plaintiff and Aggrieved Employees under
27 Labor Code sections 2100, *et seq.* Specifically, Plaintiff is informed and believes, and based thereon
28 alleges, that Defendants had a duty to ensure its production demands/quotas did not prevent Plaintiff

1 and Aggrieved Employees from complying with laws pertaining to meal periods, rest periods,
2 bathroom breaks (including, without limitation, reasonable travel time to and from bathroom
3 facilities), and/or exposing them to safety or Occupational Safety and Health Administration
4 (“OSHA”) hazards. Defendants, or some of them, constitute a “covered employer” and its
5 warehouse employees are “covered employees.” Defendants, or some of them, implement quotas
6 as defined in Labor Code section 2100, subdivision (h) and subjects Plaintiff and Aggrieved
7 Employees to adverse employment actions as defined in Labor Code section 2102. Furthermore,
8 Defendants, or some of them, willfully, knowingly and intentionally established quotas that harmed
9 Plaintiff and Aggrieved Employees all to increase Defendants’ profits without concern for employee
10 safety. Defendants, in fact, tracked meals, rest, and recovery periods, that were not provided and
11 did nothing to change its policies and practices. Defendants also restricted and monitored the use
12 of bathroom facilities and charged the time Plaintiff and Aggrieved Employees used the bathroom
13 against their quota. In other words, Plaintiff and Aggrieved Employees who did not wait to use the
14 restroom during meal or rest periods or before or after their shift, were penalized for not meeting
15 the quota either through reprimands, warnings, and termination. Defendants maintained a point
16 system designed to prevent Plaintiff and Aggrieved Employees from complying with California law
17 as alleged in this Notice and systematically used to punish Plaintiff and Aggrieved Employees.
18 Furthermore, Defendants prevented compliance with California’s meal and rest break laws and
19 failed to consider meal and rest breaks as productive time when Plaintiff and Aggrieved Employees
20 were required to remain on call in violation of Labor Code section 2103, subdivision (b). Plaintiff
21 and Aggrieved Employees were not permitted to take compliant meal breaks, rest breaks, and/or
22 rest and recovery periods when requested, due to Defendants’ unlawful policy and practice to favor
23 production goals over the rights of Plaintiff and Aggrieved Employees. Consequently, Plaintiff and
24 other Aggrieved Employees were not provided with meal periods (or second meal periods); and/or
25 authorized or permitted to take rest periods (including second or third rest periods); and/or recovery
26 periods; and Defendants’ policies prevented Aggrieved Employees from taking these meal, rest
27 and/or recovery periods as required by California law. Furthermore, Defendants did not provide to
28 Plaintiff and Aggrieved Employees a written description of each quota that was applicable to

1 Plaintiff and Aggrieved Employees; maintained secret (undisclosed) quotas; and failed to provide
2 written disclosures each and every time quotas changed either seasonally, daily, hourly, weekly
3 and/or monthly. This includes the number of tasks to be performed or materials that must be
4 produced or handled within a time period, and any potential adverse employment action that could
5 result from failing to meet the quota. This information has not been given by Defendants to Plaintiff
6 and Aggrieved Employees, including when hired, commencing on January 1, 2022 to the present.
7 Additionally, Defendants changed the “quota” regularly without notice, as often as per pay period.
8 Defendants were also required to provide a new written quota disclosure each and every time the
9 quota changed and failed to do so since the Notice was provided. Defendants failed to produce
10 Plaintiff’s written quota disclosure upon written request pursuant to Labor Code sections 2100
11 through 2112, and failed to provide written disclosures to Plaintiff and Aggrieved Employees,
12 including new hires, since January 1, 2022, as well as to current employees each time the quota
13 changed. Defendants had and has a policy and practice of taking adverse employment action against
14 Plaintiff and Aggrieved Employees for failing to meet a quota that does not allow Plaintiff and
15 Aggrieved Employees to comply with meal and rest periods, or occupational health and safety laws
16 in the Labor Code or Division Standards, or for failure to meet a quota that has not been disclosed
17 to Plaintiff and Aggrieved Employees pursuant to Labor Code section 2101. Plaintiff thus violated
18 Labor Code sections 2100 through 2112. Plaintiff and the Aggrieved Employees personally suffered
19 these violations, which in turn would entitle Plaintiff and other Aggrieved Employees to penalties
20 prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for civil
21 penalties pursuant to Labor Code sections 558, 1174.5, 1695.55, 1198 and 2699. Plaintiff further
22 informed and believes, and based thereon alleges, that Defendants’ conduct above gave rise to such
23 violations and was malicious, fraudulent, or oppressive, particularly given, among other reasons,
24 Defendants have been sued for these violations in the past. Thus, Defendants would further be liable
25 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii). Plaintiff had a sundry of
26 warehouse duties subject to production targets and quotas. Under Defendants ‘quotas, Plaintiff and
27 Aggrieved Employees were assigned and/or required to perform at a specified productivity speed,
28 and/or perform a quantified number of tasks, and/or handle and/or produce a quantified amount of

1 material, within a defined time period. Moreover, Plaintiff and Aggrieved Employees suffered
2 adverse employment actions if they failed to complete the performance standard for Defendant. By
3 way of example, Plaintiff, and upon assumption and belief, Aggrieved Employees, would receive
4 Corrective Action Points for not meeting quota and production demands, which could lead to
5 termination. Supervisors would closely monitor and harass Plaintiff until all quotas were met.

6 35. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
7 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
8 statements and similar payroll documents under Labor Code section 226, documents signed to
9 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
10 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
11 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Defendants
12 also failed to provide these documents to Plaintiff and other Aggrieved Employees upon request
13 March 25, 2026, in violation of these Labor Code sections. Plaintiff and the Aggrieved Employees
14 personally suffered these violations, which in turn would entitle Plaintiff and other Aggrieved
15 Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants would also
16 be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699. Plaintiff further
17 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
18 violations and was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
19 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

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

16 **FIRST AND ONLY CAUSE OF ACTION**

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

18 38. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
19 preceding paragraphs as though fully set forth hereat.

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

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

26 40. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
27 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
28 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,

1 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
2 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
3 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
4 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

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

14 Civil Penalties Under Labor Code § 226.3

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

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

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

1 subdivision (a).

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

7 Violation of Labor Code § 558

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

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

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

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

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

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

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Violation of Labor Code § 1174.5

49. 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.”

50. 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.”

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

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

53. Plaintiff is informed and believes, and based thereon alleges, that Defendants have willfully failed to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment

1 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
2 under Labor Code section 1174.

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

7 Violation of Labor Code § 1197.1

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

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

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

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

28 56. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused

1 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants
2 routinely failing to accurately track and/or pay for all minutes actually worked by Plaintiff and
3 Aggrieved Employees at the proper rates of pay, as described above.

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

10 Civil Penalties Under Labor Code § 2699

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

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

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

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

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1 **PRAYER**

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

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

12 Dated: August 10, 2026

BIBIYAN LAW GROUP, P.C.

13
14 BY: /s/ Pavel Rukavishnikov

15 BEVIN PIKE

16 CALYN HADLOCK

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18 and on behalf of all other Aggrieved
19 Employees
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