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Attorneys for Plaintiffs JOSE GUADALUPE RAMON RAMIREZ GAVINO and MARLON NOTARIO as Aggrieved Employees, and on behalf of all other Aggrieved Employees

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

JOSE GUADALUPE RAMON RAMIREZ GAVINO and MARLON NOTARIO, each as an Aggrieved Employee, and on behalf of all other Aggrieved Employees under the Labor Code Private Attorneys' General Act of 2004

Plaintiffs

v.

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

Defendants.

CASE NO.: 26-cv-10420-WHO

FIRST AMENDED 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

Judge: Hon. William H. Orrick

Plaintiffs MARLON NOTARIO and JOSE GUADALUPE RAMON RAMIREZ GAVINO ("Plaintiffs"), as Aggrieved Employees, and on behalf of all other Aggrieved Employees under the Labor Code Private Attorneys' General Act of 2004, alleges as follows:

INTRODUCTION

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

PARTIES

2. Plaintiff MARLON NOTARIO ("Plaintiff Notario") is a resident of the State of California. At all relevant times herein, Plaintiffs are informed and believe, and based thereon allege, that Defendants employed Plaintiff Notario as a non-exempt employee with duties that included, but were not limited to, injection molding and tool repair. Plaintiffs are informed and believe, and based thereon allege, that Plaintiff Notario worked for Defendants from approximately February of 2020 through approximately December of 2025. Plaintiff JOSE GUADALUPE RAMON RAMIREZ GAVINO ("Plaintiff Gavino") is a resident of the State of California. At all

relevant times herein, Plaintiffs are informed and believe, and based thereon allege, that Defendants employed Plaintiff Gavino as a non-exempt employee with duties that included, but were not limited to, answering emergency calls to repair mechanics, projects, and molds, and to complete electric and hydraulic repairs. Plaintiffs are informed and believe, and based thereon allege, that Plaintiff Gavino worked for Defendants from approximately July of 2022 through approximately November of 2025.

3. Plaintiffs are informed and believe and based thereon allege that defendant DAA is, and at all times relevant hereto was, a limited liability company organized and existing under and by virtue of the laws of the State of South Carolina and doing business in the County of Alameda, State of California. At all relevant times herein, DAA employed Plaintiffs and Aggrieved Employees within the State of California.

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

JOINT LIABILITY ALLEGATIONS

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

6. Plaintiffs are informed and believe and based thereon allege that all the times mentioned herein, each of the Defendants was the agent, principal, employee, employer, representative, joint venture or co-conspirator of each of the other defendants, either actually or

ostensibly, and in doing the things alleged herein acted within the course and scope of such agency, employment, joint venture, and conspiracy.

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

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

JURISDICTION

9. This Action was filed with the Superior Court County of Alameda of the State of California pursuant to Code of Civil Procedure section 410.10. On September 14, 2026, Defendants removed this action, asserting the Court has traditional diversity jurisdiction pursuant to 28 U.S.C. sections 1332 and 1441, subdivision (b). Plaintiffs dispute that this Court possesses subject matter jurisdiction, contest the validity Defendants' removal, and expressly reserve all rights to seek remand to the Alameda County Superior Court. Plaintiffs file this First Amended Complaint pursuant to Federal Rule of Civil Procedure 15(a)(1) as a matter of course without waiving, and expressly reserving, Plaintiffs' objection to federal subject matter jurisdiction and right to remand.

10. Venue was originally proper in the Superior Court of California, County of Alameda, pursuant to California Code of Civil Procedure §§ 392, *et seq.*, because a substantial part of the events or omissions giving rise to the claims occurred in Alameda County, the employment relationship was entered into and performed there, and Defendants operate and employ Aggrieved Employees in Alameda County. Solely in the alternative, and strictly subject to Plaintiffs pending challenge to this Court's subject matter jurisdiction and request for remand, venue is proper in this

judicial district pursuant to 28 U.S.C. § 1441(a) because this Court embraces the County of Alameda where the state action was pending, and/or pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claims occurred in this district, Defendants reside or do business in this district, and the unlawful acts alleged herein have a direct effect on Plaintiffs and Aggrieved Employees in this district.

PAGA REPRESENTATIVE ALLEGATIONS

11. Plaintiffs are each an "Aggrieved Employee" under PAGA, as Plaintiffs were employed by Defendants during the PAGA Period and suffered the Labor Code violations set forth herein. Accordingly, Plaintiffs seek to recover civil penalties under PAGA, plus reasonable attorneys' fees and costs, for Plaintiffs and all other Aggrieved Employees of Defendants during the PAGA Period.

12. Specifically, Plaintiffs seek 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.

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

14. Pursuant to Labor Code section 2699.3, on or around February 4, 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").

15. Pursuant to Labor Code section 2699.3, on or around May 29, 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 ("First Amended 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 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

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

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

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

reduced penalties under either Labor Code sections 2699(g) or 2699(h).

FACTUAL ALLEGATIONS

22. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew, or should have known, that Plaintiffs and Aggrieved Employees are entitled to receive wages for all time worked, including regular, overtime, and double times wages, and that Plaintiffs and Aggrieved Employees were not receiving all wages owed for work that was required to be performed.

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

24. Upon information and belief, Defendants failed to accurately track and/or pay for all minutes actually worked by Plaintiffs and Aggrieved Employees at the proper rates of pay. Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock, including, without limitation, by requiring Plaintiffs and Aggrieved Employees to leave work late to meet quotas without being able to clock in for all that time, to suffer under Defendants' control due to long lines for clocking in due to a limited number of time clocks, and to clock out for meal periods and continue working on repairs or molds to meet quotas. By way of example, Plaintiff Notario was often told to clock out for lunch but continue working in order to meet the quotas set by his supervisor. Additionally, Aggrieved Employees were required to monitor calls and messages from Defendants while off-the-clock.

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

Plaintiff Notario consistently worked a 12 day on, two days off schedule and only received straight time for these days worked.

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

27. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and each of them, had and have a policy or practice of compelling Plaintiffs and other Aggrieved Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiffs and Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; not providing timely meal periods; failing to provide first and second and third meal periods; providing short meal periods; requiring that Plaintiffs carry cellular telephones and walkie-talkies during meal periods to respond to managers and supervisors; not permitting Plaintiffs to leave the premises; and otherwise requiring on-duty/on-call meal periods due to quota demands. By way of example, Plaintiff Notario was instructed by his supervisor to clock out for lunch and continue working in order to keep up with quota and production demands. Plaintiffs and other Aggrieved Employees personally suffered these violations. Consequently, Plaintiffs are informed and believe, and based thereon allege, that Defendants violated Labor Code sections 512 and 1198 each day for each Aggrieved Employee during the PAGA Period, and thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under

Labor Code section 226.7. However, Plaintiffs are informed and believe that those premium payments under Labor Code section 226.7 were not made for these non-compliant meal periods, either at all or at the proper regular rate of pay. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based thereon allege, that Defendants' conduct that gave rise to such violations and was malicious, fraudulent, or oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

28. Plaintiffs are informed and believe, and based thereon allege, that Defendants maintain policies or practices of compelling Plaintiffs and other Aggrieved Employees every day to, including, without limitation, work over four-hour periods (or major fractions thereof) without authorizing and permitting Plaintiffs and other Aggrieved Employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties. By way of example, Defendants regularly denied Plaintiffs and Aggrieved Employees lawful rest periods by, without limitation, by failing to provide rest periods all together; interrupting them; requiring that employees carry cellular telephones and walkie-talkies during rest periods; not providing them in a timely fashion; not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. Plaintiffs often had to forgo rest periods to continue working, especially when a machine broke down, which they often did, and Plaintiffs had to make up for the unproductive time when the machine was offline. Plaintiffs and other Aggrieved Employees personally suffered these violations. Consequently, Plaintiffs are informed and believe, and based thereon allege, that Defendants violated the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Plaintiffs are informed and believe that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7

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

29. As a result of, among other things, Defendants' herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or rest periods, as described above, and due to independent failures in connection therewith, Plaintiffs are informed and believe, and based thereon allege, that Defendants also intentionally failed and continues to fail to furnish Plaintiffs and Aggrieved Employees with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the inclusive dates of the period for which the employee is paid; the name of the employee and only the last four digits of their social security number or an employee identification number other than a social security number; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of the employer, and other such information as required by Labor Code section 226, subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Plaintiffs and other Aggrieved Employees and the rates of pay at which they were or should have been paid, thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, Plaintiffs are informed and believe, and based thereon allege, that Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus Plaintiffs and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 226 for each pay period worked during the PAGA Period. Plaintiffs are informed and believe that those penalties under Labor Code section 226 were not paid

for these violations of Labor Code section 226. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based thereon allege, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Thus, Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

31. Plaintiffs are informed and believe, and based thereon allege that Defendants also failed and refused, and continue to fail and refuse, to reimburse employees, including, without limitation, Plaintiffs and other Aggrieved Employees, with their costs incurred for driving personal vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits, separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of

the discharge of their duties, or of their obedience to the directions of Defendants, as required by Labor Code sections 1198, 2800, 2802, and other statutory and common law offenses. As a result, Plaintiffs and other Aggrieved Employees have personally suffered these violations and Defendants are liable to reimburse Plaintiffs and other Aggrieved Employees for these costs incurred in furtherance of work duties. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based thereon allege, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such, Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

33. Plaintiffs are further informed and believe, and based thereon allege, that Defendants have or had a policy or practice of failing to provide Plaintiffs and other Aggrieved Employees with all rights afforded to them under the Healthy Workplace Heathy Families Act of 2014, codified at

Labor Code section 245, *et seq.,* including, without limitation, the amount of paid sick leave required to be provided pursuant to California and local laws. Plaintiff is further informed and believes that the sick pay was not provided at the proper regular of pay as required under California law due to failure to properly calculate the regular rate. Plaintiffs are additionally informed and believe that the notice requirement of Labor Code section 245 and 246 involves a mandatory payroll or workplace injury reporting. Plaintiffs are thus informed and believe that Defendants violated these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiffs and other Aggrieved Employees have personally suffered violations under these sections and Defendants would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs. Plaintiffs are further informed and believe, and based thereon allege, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

34. Plaintiff Notario is informed and believes, and based thereon alleges, as follows: Defendants knew or should have known it imposed systematic quota and production demands on Plaintiff Notario and other Aggrieved Employees which violated the rights of Plaintiff Notario and Aggrieved Employees under Labor Code sections 2100, *et seq*. Specifically, Plaintiff Notario is informed and believes, and based thereon alleges, that Defendants had a duty to ensure its production demands/quotas did not prevent Plaintiff Notario and Aggrieved Employees from complying with laws pertaining to meal periods, rest periods, bathroom breaks (including, without limitation, reasonable travel time to and from bathroom facilities), and/or exposing them to safety or Occupational Safety and Health Administration ("OSHA") hazards. Defendants, or some of them, constitute a "covered employer" and its warehouse employees are "covered employees." Defendants, or some of them, implement quotas as defined in Labor Code section 2100, subdivision (h) and subjects Plaintiff and Aggrieved Employees to adverse employment actions as defined in Labor Code section 2102. Furthermore, Defendants, or some of them, willfully, knowingly and intentionally established quotas that harmed Plaintiff Notario and Aggrieved Employees all to increase Defendants' profits without concern for employee safety. Defendants, in fact, tracked

meals, rest, and recovery periods, that were not provided and did nothing to change its policies and practices. Defendants also restricted and monitored the use of bathroom facilities and charged the time Plaintiff and Aggrieved Employees used the bathroom against their quota. In other words, Plaintiff and Aggrieved Employees who did not wait to use the restroom during meal or rest periods or before or after their shift, were penalized for not meeting the quota either through reprimands, warnings, and termination. Defendants maintained a point system designed to prevent Plaintiff Notario and Aggrieved Employees from complying with California law as alleged in this Notice and systematically used to punish Plaintiff Notario and Aggrieved Employees. Furthermore, Defendants prevented compliance with California's meal and rest break laws and failed to consider meal and rest breaks as productive time when Plaintiff Notario and Aggrieved Employees were required to remain on call in violation of Labor Code section 2103, subdivision (b). Plaintiff Notario and Aggrieved Employees were not permitted to take compliant meal breaks, rest breaks, and/or rest and recovery periods when requested, due to Defendants' unlawful policy and practice to favor production goals over the rights of Plaintiff Notario and Aggrieved Employees. Consequently, Plaintiff Notario and other Aggrieved Employees were not provided with meal periods (or second meal periods); and/or authorized or permitted to take rest periods (including second or third rest periods); and/or recovery periods; and Defendants' policies prevented Aggrieved Employees from taking these meal, rest and/or recovery periods as required by California law. Furthermore, Defendants did not provide to Plaintiff Notario and Aggrieved Employees a written description of each quota that was applicable to Plaintiff Notario and Aggrieved Employees; maintained secret (undisclosed) quotas; and failed to provide written disclosures each and every time quotas changed either seasonally, daily, hourly, weekly and/or monthly. This includes the number of tasks to be performed or materials that must be produced or handled within a time period, and any potential adverse employment action that could result from failing to meet the quota. This information has not been given by Defendants to Plaintiff Notario and Aggrieved Employees, including when hired, commencing on January 1, 2022 to the present. Additionally, Defendants changed the "quota" regularly without notice, as often as per pay period. Defendants were also required to provide a new written quota disclosure each and every time the quota changed and failed to do so since the Notice

was provided. Defendants failed to produce Plaintiff Notario's written quota disclosure upon written request pursuant to Labor Code section 2100, and failed to provide written disclosures to Plaintiff Notario and Aggrieved Employees, including new hires, since January 1, 2022, as well as to current employees each time the quota changed. Defendants had and have a policy and practice of taking adverse employment action against Plaintiff and Aggrieved Employees for failing to meet a quota that does not allow Plaintiff Notario and Aggrieved Employees to comply with meal and rest periods, or occupational health and safety laws in the Labor Code or Division Standards, or for failure to meet a quota that has not been disclosed to Plaintiff Notario and Aggrieved Employees pursuant to Labor Code section 2101. Defendants thus violated Labor Code sections 2100, 2101, 2102, 2103, 2104, 2105 and 2108. Plaintiff Notario and the Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiff Notario and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, 1198 and 2699. Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive, particularly given, among other reasons, Defendants have been sued for these violations in the past. Thus, Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii). Plaintiff Notario had a sundry of warehouse duties subject to production targets and quotas. Under Defendants' quotas, Plaintiff Notario and Aggrieved Employees were assigned and/or required to perform at a specified productivity speed, and/or perform a quantified number of tasks, and/or handle and/or produce a quantified amount of material, within a defined time period. Moreover, Plaintiff Notario and Aggrieved Employees suffered adverse employment actions if they failed to complete the performance standard for Defendant. By way of example, Plaintiff Notario, and upon assumption and belief, Aggrieved Employees, would receive Corrective Action Points for not meeting quota and production demands, which could lead to termination. Supervisors would closely monitor and harass Plaintiff Notario until all quotas were met.

35. In addition to the above, Plaintiffs are informed and believe, and based thereon alleges that Defendants failed and continue to fail 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 under Labor Code section 432, personnel records under Labor Code section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiffs and other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Defendants also failed to provide these documents to Plaintiff Notario upon request on March 25, 2026, in violation of these Labor Code sections. Plaintiff and the Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699. Plaintiffs are further informed and believe, and based thereon allege, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

36. Plaintiffs are further informed and believes, and based thereon alleges that Defendants failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Plaintiffs and other Aggrieved Employees with the rates of pay and overtime rates of pay applicable to their employment; any allowances claimed as part of the minimum wage; the regular payday designated by Defendants; the name of the employer, including any "doing business as" names used by the employer; the physical address of the employer's main office and the telephone number of the employer; the name, address and telephone number of the workers' compensation insurance carrier; information regarding paid sick leave; and other pertinent information required to be disclosed by Defendants under Labor Code section 2810.5. Plaintiffs are informed and believe that Defendants' failure to provide such information, including rates of pay that are in effect, has permitted Defendants to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Plaintiffs are informed and believe that Defendants violated Labor Code sections 1198 and 2810.5. Plaintiffs and other Aggrieved Employees personally suffered these violations. Plaintiffs are further informed and believe, and based thereon allege, that Defendants' conduct above gave rise to such violations and

was malicious, fraudulent, or oppressive. Among other relief, employees may collect from Defendants in connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

FIRST AND ONLY CAUSE OF ACTION

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

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

Civil Penalties Under Labor Code § 210

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

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

41. At all relevant times herein, Defendants have had a consistent policy or practice of failing to pay Plaintiffs and/or Aggrieved Employees during their employment on a timely basis as per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth

in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil penalties in the amount of one hundred dollars ($100) for each Aggrieved Employee for each initial violation per employee, and two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent violation in connection with each payment that was made in violation of Labor Code section 204.

Civil Penalties Under Labor Code § 226.3

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

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

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

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

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Violation of Labor Code § 558

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

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

(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."

47. Plaintiffs are informed and believe, and based thereon allege, 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.

48. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 558, Plaintiffs 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

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. Plaintiffs are informed and believe, and based thereon allege, 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 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174.

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

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Civil Penalties Under Labor Code § 2699

55. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the Labor Code may, as an alternative, be recovered through a civil 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.

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

57. As such, Plaintiffs 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.

58. Moreover, Plaintiffs and other Aggrieved Employees within the State of California whom Plaintiffs seek 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 Plaintiffs and Aggrieved Employees, Plaintiffs pray 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;

D. Pre-judgment and post-judgment interest;

E. For costs of suit incurred herein; and

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

Dated: November 16, 2026

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