

1 **BIBIYAN LAW GROUP, P.C.**

2 Bevin Pike (SBN 221936)

3 *bpike@tomorrowlaw.com*

4 Trisha Monesi (SBN 303512)

5 *tmonesi@tomorrowlaw.com*

6 1460 Westwood Boulevard

7 Los Angeles, California 90024

8 Tel: (310) 438-5555; Fax: (310) 300-1705

9 Attorneys for Plaintiff MIGUEL FLORES,

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

11 Aggrieved Employees

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF SAN BERNARDINO**

14 MIGUEL FLORES, as an Aggrieved
15 Employee, and on behalf of all other Aggrieved
16 Employees under the Labor Code Private
17 Attorneys' General Act of 2004,

18 Plaintiff

19 v.

20 FEDEX SUPPLY CHAIN, INC., a Delaware
21 corporation; FEDEX SUPPLY CHAIN
22 DISTRIBUTION SYSTEM, INC., a
23 Pennsylvania corporation; and DOES 1 through
24 100, inclusive,

25 Defendants.

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
6/17/2026 11:42 AM
By: Mandy Gill, DEPUTY

CASE NO.: CIVSB2618352

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

4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against FedEx Supply Chain,
7 Inc., a Delaware corporation, and any of its respective subsidiaries or affiliated companies within
8 the State of California (“FedEx Supply”), and FedEx Supply Chain Distribution System, Inc., and
9 any of its respective subsidiaries or affiliated companies within the State of California (“FedEx
10 Distribution”) (hereinafter, FedEx Supply and FedEx Distribution, collectively, with DOES 1
11 through 100, as further defined below, “Defendants”) as a proxy of the Labor and Workforce
12 Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all Aggrieved
13 Employees that worked for Defendants during the PAGA Period. Specifically, in connection with
14 any alleged claims for failure to comply with Labor Code sections 200, 201, 202, 203, 204, 210,
15 226, 226.3, 232, 232.5, 245, 246, 432.5, 1102.5, 1198, 1198.5, including restraints on competition,
16 whistleblowing and freedom of speech and applicable Wage Orders, Plaintiff seeks to represent all
17 current and former employees that worked for Defendants during the PAGA Period. On all other
18 claims mentioned herein, Plaintiff seeks to represent only non-exempt current and former employees
19 that worked for Defendants during the PAGA Period. Collectively, these employees are herein
20 referred to as “Aggrieved Employees.” The “PAGA Period” refers to one year preceding the date
21 notice was submitted to the LWDA, continuing past the date of notice to the LWDA into perpetuity.

22 **PARTIES**

23 2. Plaintiff MIGUEL FLORES is a resident of the State of California. At all relevant
24 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 employed Plaintiff as a non-exempt employee. Plaintiff worked as a forklift driver and order puller
26 with duties that included, but were not limited to, pulling, stacking, and wrapping pallets manually
27 or with the forklift, as well as going to the warehouse to pick orders such as guitars or amplifiers,
28 scan it into the system, and deliver the orders to various locations. Plaintiff is informed and believes,

1 and based thereon alleges, that Plaintiff MIGUEL FLORES worked for Defendants from
2 approximately September of 2015 through the present.

3 3. Plaintiff is informed and believes and based thereon alleges that defendant FedEx
4 Supply is, and at all times relevant hereto was, a corporation existing under and by virtue of the laws
5 of the State of Delaware and doing business in the County of San Bernardino, State of California.
6 At all relevant times herein, FedEx Supply employed Plaintiff and Aggrieved Employees within the
7 State of California.

8 4. Plaintiff is informed and believes and based thereon alleges that defendant FedEx
9 Distribution is, and at all times relevant hereto was, a corporation existing under and by virtue of
10 the laws of the State of Pennsylvania and doing business in the County of San Bernardino, State of
11 California. At all relevant times herein, FedEx Distribution employed Plaintiff and Aggrieved
12 Employees within the State of California.

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

20 **JOINT LIABILITY ALLEGATIONS**

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

28 7. Plaintiff is informed and believes and based thereon alleges that all the times

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

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

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

16 **JURISDICTION**

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

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

28 ///

PAGA REPRESENTATIVE ALLEGATIONS

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

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

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

15. Pursuant to Labor Code section 2699.3, on or around April 7, 2026, Plaintiff provided written notice of Defendants’ violation of various provisions of the Labor Code to the LWDA online and by certified mail, with return receipt requested, to Defendants (“PAGA Notice”).

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

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

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

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

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

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

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

22 **FACTUAL ALLEGATIONS**

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

27 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
28 and have a policy or practice of requiring Plaintiff and other Aggrieved Employees to work more

1 than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a
2 workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime
3 wages.

4 24. Upon information and belief, Defendants failed to accurately track and/or pay for all
5 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
6 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
7 including, without limitation, by requiring Plaintiff and Aggrieved Employees to complete pre-shift
8 tasks before clocking in such as gathering harnesses and gear to prepare for the shift; suffer under
9 Defendants' control by waiting in long lines to clock in due to the fact there was, at times, only one
10 working time clock for multiple employees to use. For example, Defendants used to provide a five-
11 minute grace period in which Plaintiff and Aggrieved Employees would not be considered late if
12 they clocked in five minutes or less after their scheduled shift. However, Defendants later revoked
13 this policy, forcing Plaintiff and Aggrieved Employees to arrive to work early and wait in line to
14 clock in due to the fact the second time clock often malfunctioned and/or was inoperable.

15 25. In addition, Defendants failed to include all forms of remuneration, including shift
16 differentials and other forms of remuneration into the regular rate of pay during pay periods where
17 overtime was worked. For example, on June 26, 2025, Plaintiff's wage statement showed a shift
18 differential, but Plaintiff's overtime was not paid at the full adjusted rate.

19 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
21 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
22 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
23 damages under, without limitation, Labor Code sections , 1194, 1194.2, and 1198. Plaintiff is further
24 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
25 violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
26 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
27 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
28 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
2 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
3 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
4 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
5 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
6 Aggrieved Employees lawful meal periods by, without limitation, meal periods; failing to provide
7 second meal periods; providing short meal periods, including without limitation, meal periods that
8 may appear on the record to be 30 minutes or longer but in practice were shorter than thirty minutes
9 due to having to get back to work in order to meet daily quotas. For example, Plaintiff's meal periods
10 were often interrupted by supervisors to talk about quotas and remaining work tasks for the shift.
11 Plaintiff and other Aggrieved Employees personally suffered these violations. Consequently,
12 Plaintiff is informed and believes, and based thereon alleges, that Defendants violated Labor Code
13 sections 512 and 1198 each day for each Aggrieved Employee during the PAGA Period, and thus
14 each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each
15 day worked during the PAGA Period under Labor Code section 226.7. However, Plaintiff is
16 informed and believes that those premium payments under Labor Code section 226.7 were not made
17 for these non-compliant meal periods, either at all or at the proper regular rate of pay. Defendants
18 would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely
19 pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant meal
20 periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief
21 under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon
22 alleges, that Defendants' conduct that gave rise to such violations and was malicious, fraudulent, or
23 oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code section
24 2699(f)(2)(B)(ii).

25 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
27 including, without limitation, work over four-hour periods (or major fractions thereof) without
28 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,

1 and complete ten-minute rest periods in which the employees are completely relieved of all of their
2 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
3 rest periods by, without limitation, by interrupting rest periods; failing to provide rest periods that
4 were at least ten minutes in length, including rest periods that may have encompassed a total of ten
5 minutes but were in practice less than ten uninterrupted minutes due to, without limitation, walking
6 time to get to a designated break area and/or to plug in the forklift. Plaintiff and other Aggrieved
7 Employees personally suffered these violations. Consequently, Plaintiff is informed and believes,
8 and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each
9 Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed
10 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period
11 under Labor Code section 226.7. However, Plaintiff is informed and believes that those premium
12 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
13 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
14 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
15 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking
16 of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7,
17 or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
18 and based thereon alleges, that Defendants' conduct above gave rise to such violations and was
19 malicious, fraudulent, or oppressive. As such, Defendants are further liable for civil penalties
20 pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 29. As a result of, among other things, Defendants' herein-described policy or practice
22 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
23 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
24 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
25 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
26 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
27 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
28 inclusive dates of the period for which the employee is paid; the name of the employee and only the

1 last four digits of their social security number or an employee identification number other than a
2 social security number; all deductions; all applicable hourly rates in effect during the pay period and
3 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
4 address of the employer, and other such information as required by Labor Code section 226,
5 subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized
6 wage statements that accurately reflect the hours worked by Plaintiff and other Aggrieved
7 Employees and the rates of pay at which they were or should have been paid (including due to failure
8 to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and
9 paid at each rate, as well. Consequently, Plaintiff is informed and believes, and based thereon
10 alleges, that Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved
11 Employee during the PAGA Period, and that, thus Plaintiff and each Aggrieved Employee
12 personally suffered these violations and was owed penalties under Labor Code section 226 for each
13 pay period worked during the PAGA Period. Plaintiff is informed and believes that those penalties
14 under Labor Code section 226 were not paid for these violations of Labor Code section 226.
15 Defendants would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558,
16 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). 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. Thus, Defendants would further be liable
19 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

20 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
21 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
22 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
23 failing to pay all overtime wages owed; all minimum wages; and all premium pay owed; as set forth
24 above, among other things. Consequently, Plaintiff is informed and believes, and based thereon
25 alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198 each pay period for
26 each Aggrieved Employee during the PAGA Period, and thus Plaintiff and each Aggrieved
27 Employee personally suffered these violations and was owed penalties under Labor Code section
28 203 for each pay period worked during the PAGA Period. However, Plaintiff is informed and

1 believes that those penalties under Labor Code section 203 were not made for these violations of
2 Labor Code sections 201, 202, and 203. Defendants would thus be liable for civil penalties pursuant
3 to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
4 2699(j). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
5 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
6 Defendants would further be liable for civil penalties pursuant to Labor Code section
7 2699(f)(2)(B)(ii).

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

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

1 Labor Code sections 204 and 1198. Plaintiff is informed and believes, and based thereon alleges,
2 that Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees
3 have personally suffered these violations. As such, Defendants would be liable for civil penalties
4 pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections
5 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that
6 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
7 oppressive. Therefore, Defendants would further be liable for civil penalties pursuant to Labor Code
8 section 2699(f)(2)(B)(ii).

9 33. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
10 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
11 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
12 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
13 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
14 the sick pay was not provided at the proper regular of pay as required under California law due to
15 failure to properly calculate the regular rate. Plaintiff is additionally informed and believes that the
16 notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory
17 payroll or workplace injury reporting. Plaintiff is thus informed and believes that Defendants
18 violated these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiff and
19 other Aggrieved Employees have personally suffered violations under these sections and
20 Defendants would be liable for civil penalties for violation of the paid sick leave regulations under
21 Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and
22 reasonable attorneys' fees and costs. Plaintiff further informed and believes, and based thereon
23 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
24 or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
25 2699(f)(2)(B)(ii).

26 34. Plaintiff is informed and believes, and based thereon alleges, as follows: Defendants
27 knew or should have known it imposed systematic quota and production demands on Plaintiff and
28 other Aggrieved Employees which violated the rights of Plaintiff and Aggrieved Employees under

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

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

1 35. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
2 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
3 statements and similar payroll documents under Labor Code section 226, documents signed to
4 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
5 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
6 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Defendants
7 also failed to provide all documents requested by Plaintiff on February 18, 2026, in violation of
8 these Labor Code sections, including but not limited to time records in violation of Labor Code
9 section 1174. Plaintiff and the Aggrieved Employees personally suffered these violations, which in
10 turn would entitle Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code
11 sections 226 and 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code
12 sections 558, 1174.5, and 2699. Plaintiff further informed and believes, and based thereon alleges,
13 that Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
14 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
15 2699(f)(2)(B)(ii).

16 36. Plaintiff is further informed and believes, and based thereon alleges that Defendants
17 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor
18 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
19 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
20 applicable to their employment; any allowances claimed as part of the minimum wage; the regular
21 payday designated by Defendants; the name of the employer, including any "doing business as"
22 names used by the employer; the physical address of the employer's main office and the telephone
23 number of the employer; the name, address and telephone number of the workers' compensation
24 insurance carrier; information regarding paid sick leave; and other pertinent information required to
25 be disclosed by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that
26 Defendants' failure to provide such information, including rates of pay that are in effect, has
27 permitted Defendants to pay employees at rates of pay that were not agreed upon and violate
28 minimum wage and overtime wage laws in California. Plaintiff is informed and believes that

1 Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and other Aggrieved
2 Employees personally suffered these violations. Plaintiff is further informed and believes, and based
3 thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious,
4 fraudulent, or oppressive. Among other relief, employees may collect from Defendants in
5 connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and
6 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
7 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

8 37. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
9 has a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing
10 violations of state and federal law, either within to their managers or outside to private attorneys or
11 government officials, among others, in violation of Labor Code section 1102.5. Plaintiff and other
12 Aggrieved Employees personally suffered these violations. In addition, Plaintiff is informed and
13 believes that these policies and/or practices prevent Plaintiff and other Aggrieved Employees from
14 disclosing information about unsafe or discriminatory working conditions, or about wage and hour
15 violations in violation of Labor Code sections 232, 232.5 and 1198. For example, the
16 Confidentiality Agreement, a portion of which is shown below, defines confidential information as
17 including, "...teammate compensation policies..." and states that employees can only use
18 confidential information, "...for the benefit of Company and shall not otherwise use or assist others
19 in using any Confidential Information for Teammate's own benefit...". Furthermore, the
20 Confidentiality Agreement states that an employee must disclose the existence and terms of the
21 agreement to any subsequent employer who competes in any way with Employer. Plaintiff and other
22 Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these
23 violations would expose Defendants to liability for civil penalties pursuant to Labor Code sections
24 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed
25 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations
26 and was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties
27 pursuant to Labor Code section 2699(f)(2)(B)(ii).

28 ///

1 38. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
2 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in
3 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
4 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
5 96(k), 98.6, 232, 232.5, 1197.5(k), and 1198. Plaintiff and other Aggrieved Employees personally
6 suffered these violations. Plaintiff is informed and believes that this lawful conduct includes,
7 without limitation, the exercise of Plaintiff and other Aggrieved Employee's constitutional rights of
8 freedom of speech and economic liberty and would thus expose Defendants to liability for civil
9 penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections
10 2699(e)(1) and 2699(k). As mentioned above, Defendants' Confidentiality Agreement prevents and
11 discourages Plaintiff and other Aggrieved Employees from seeking alternate employment and/or
12 discussing wages and working conditions with potential employers. Plaintiff further informed and
13 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
14 was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties
15 pursuant to Labor Code section 2699(f)(2)(B)(ii).

16 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
17 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
18 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
19 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
20 limitation, purported confidentiality agreements, and other written documents presented for
21 signature and/or assent to Plaintiff and/or Aggrieved Employees by Defendants. Defendants also
22 required Plaintiff and Aggrieved Employees to inform prospective employers of Defendants'
23 restrictions of Plaintiff's and Aggrieved Employees' freedom to work. As a result, Plaintiff is
24 informed and believes that Defendants violated Labor Code sections 432.5 and 1198. As such,
25 Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other Aggrieved
26 Employees personally suffered these violations, and that Defendants violated, without limitation,
27 Labor Code section 432.5 and Government Code section 12952, entitling Plaintiff and other
28 Aggrieved Employees to damages. Plaintiff is further informed and believes, and based thereon

1 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
2 or oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections
3 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
4 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

9 **FIRST AND ONLY CAUSE OF ACTION**

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

11 41. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
12 preceding paragraphs as though fully set forth hereat.

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

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

19 43. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
20 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
21 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
22 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
23 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
24 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
25 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

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

1 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
2 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
3 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
4 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
5 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
6 violation in connection with each payment that was made in violation of Labor Code section 204.

7 Civil Penalties Under Labor Code § 226.3

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

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

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

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

28 ///

1 Violation of Labor Code § 558

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

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

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

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

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

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

22 Violation of Labor Code § 1174.5

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

1 or papers of the person.”

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

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

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

19 56. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
20 willfully failed to keep adequate or accurate time records including wage statements and similar
21 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
22 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
23 under Labor Code section 1174.

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

28 ///

1 Violation of Labor Code § 1197.1

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

8 (1) For any initial violation that is intentionally committed, one hundred dollars
9 (\$100) for each underpaid employee for each pay period for which the
10 employee is underpaid. This amount shall be in addition to an amount
11 sufficient to recover underpaid wages, liquidated damages pursuant to Section
12 1194.2, and any applicable penalties imposed pursuant to Section 203.

13 (2) For each subsequent violation for the same specific offense, two hundred fifty
14 dollars (\$250) for each underpaid employee for each pay period for which the
15 employee is underpaid regardless of whether the initial violation is
16 intentionally committed. 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 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
20 Section 203, recovered pursuant to this section shall be paid to the affected
21 employee.”

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

26 60. As a direct and proximate result of the herein-described Labor Code violations,
27 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
28 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one

1 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
2 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
3 subsequent violation.

4 Civil Penalties Under Labor Code § 2699

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

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

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

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

20 **PRAYER**

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

- 23 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
24 1174.5, 1197.1, and 2699;
- 25 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
26 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 27 C. For equitable, including, without limitation, injunctive relief;
- 28 C. Pre-judgment and post-judgment interest;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- D. For costs of suit incurred herein; and;
- E. Such other and further relief as the Court deems just and proper.

Dated: June 17, 2026 BIBIYAN LAW GROUP, P.C.

BY: /s/ Bevin Pike
BEVIN PIKE
TRISHA MONESI
Attorneys for Plaintiff MIGUEL FLORES and
on behalf of all other Aggrieved Employees