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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

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

Plaintiff

v.

STAFFMARK GROUP, LLC, a Delaware
limited liability company; MOBIS PARTS
AMERICA, LLC, a Delaware limited liability
company; and DOES 1 through 100, inclusive,

Defendants.

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
8/10/2026 6:03 PM
By: Aryanna Sheehe, DEPUTY

CASE NO.: CIVSB2623378

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

4 **INTRODUCTION**

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

21 **PARTIES**

22 2. Plaintiff KEVIN MALTIE is a resident of the State of California. At all relevant
23 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 employed Plaintiff as a non-exempt employee. Plaintiff worked as a Material Processor with duties
25 that included, but were not limited to, picking, packing, and scanning items as well as driving a
26 machine to relocate items. Plaintiff is informed and believes, and based thereon alleges, that
27 Plaintiff KEVIN MALTIE worked for Defendants from approximately January of 2026 through
28 approximately January of 2026.

1 3. Plaintiff is informed and believes and based thereon alleges that defendant Staffmark
2 Group is, and at all times relevant hereto was, a limited liability company organized and existing
3 under and by virtue of the laws of the State of Delaware and doing business in the County of San
4 Bernardino, State of California. At all relevant times herein, Staffmark Group employed Plaintiff
5 and Aggrieved Employees within the State of California. Plaintiff is informed and believes, and
6 based thereon alleges, that Staffmark Group is a labor contractor within the meaning of Labor Code
7 section 2810.3 that provides outplacement staffing and payroll services for various industries and
8 professions, including for Mobis Parts America.

9 4. Plaintiff is informed and believes and based thereon alleges that defendant Mobis
10 Parts America is, and at all times relevant hereto was, a limited liability company organized and
11 existing under and by virtue of the laws of the State of Delaware and doing business in the County
12 of San Bernardino, State of California. At all relevant times herein, Mobis Parts America employed
13 Plaintiff and Aggrieved Employees within the State of California. Plaintiff is informed and believes,
14 and based thereon alleges, that Mobis Parts America is a “client employer” within the meaning of
15 Labor Code section 2810.3 that procures outplacement staffing and payroll services from various
16 staffing agencies, including but not limited to, Staffmark Group.

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

24 **JOINT LIABILITY ALLEGATIONS**

25 6. Plaintiff is informed and believes, and based thereon alleges, that each defendant
26 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
27 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are
28 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made

1 to “Defendants,” it shall include Staffmark Group, Mobis Parts America, and any of their parent,
2 subsidiary, or affiliated companies within the State of California, as well as DOES 1 through 100
3 identified herein.

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

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

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

20 **JURISDICTION**

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

23 11. Venue is proper in San Bernardino County, California pursuant to Code of Civil
24 Procedure sections 392, *et seq.* because, among other things, San Bernardino County is where the
25 causes of action complained of herein arose; the county in which the employment relationship
26 began; the county in which performance of the employment contract, or part of it, between Plaintiff
27 and Defendants was due to be performed; the county in which the employment contract, or part of
28 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,

1 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff
2 and Aggrieved Employees in San Bernardino County, and Defendants employ Aggrieved
3 Employees in San Bernardino County.

4 **PAGA REPRESENTATIVE ALLEGATIONS**

5 12. Plaintiff is an “Aggrieved Employee” under PAGA, as Plaintiff was employed by
6 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein.
7 Accordingly, Plaintiff seeks to recover civil penalties under PAGA, plus reasonable attorneys’ fees
8 and costs, for Plaintiff and all other Aggrieved Employees of Defendants during the PAGA Period.

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

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

17 15. Pursuant to Labor Code section 2699.3, on or around May 13, 2026, Plaintiff
18 provided written notice of Defendants’ violation of various provisions of the Labor Code to the
19 LWDA online and by certified mail, with return receipt requested, to Defendants (“PAGA Notice”).

20 16. Pursuant to Labor Code section 2699.3, on or around May 28, 2026, Plaintiff
21 provided an amended written notice of Defendants’ violation of various provisions of the Labor
22 Code to the LWDA online and by certified mail, with return receipt requested, to Defendants
23 (“PAGA Notice”).

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

27 18. Plaintiff also provided Defendants, and each of them, with notice under Labor Code
28 section 2810.3, subdivision (d) that Plaintiff would seek to hold them liable for each other’s wage

1 and hour violations under Labor Code section 2810.3 on March 9, 2026 by certified mail with return
2 receipt requested.

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

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

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

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

21 23. In the event, the LWDA and/or a court issued a finding or determination to the
22 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
23 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
24 any of them, would be subject to heightened penalties pursuant to Labor Code sections
25 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either
26 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving
27 of the PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations
28 as detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among

1 other reasons, Defendants have been sued for these violations in the past. Thus, Defendants, or any
2 of them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and
3 lack eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

4 **FACTUAL ALLEGATIONS**

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

9 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
10 and have a policy or practice of requiring Plaintiff and other Aggrieved Employees to work more
11 than eight (8) hours per day and/or forty (40) hours per week, without paying them proper overtime
12 wages.

13 26. Upon information and belief, Defendants failed to accurately track and/or pay for all
14 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
15 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
16 including, without limitation, by requiring Plaintiff and Aggrieved Employees to complete pre-shift
17 tasks before clocking in such as setting up PPE and equipment as well as obtaining necessary
18 paperwork. By way of example, Plaintiff and, upon information and belief, Aggrieved Employees
19 had to arrive to work early each shift to charge the electric pallet jack, drive it across the warehouse
20 to grab PPE and equipment, and then return to the other side of the warehouse to get paperwork for
21 the day, prior to clocking in.

22 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
24 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
25 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
26 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiff is further
27 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
28 violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil

1 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
2 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
3 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

4 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
5 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
6 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
7 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
8 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
9 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; not
10 allowing employees to leave the premises; failing to provide meal periods all together; and providing
11 short meal periods, including without limitation, meal periods that may appear on the record to be
12 30 minutes or longer but in practice were shorter than thirty minutes due to walking time to get back
13 to their work stations and prepare their equipment and PPE. For example, Plaintiff often experienced
14 interrupted meals to discuss work duties and missed meals when his supervisor did not provide a
15 meal period. Additionally, Plaintiff's meal periods were cut short because he had to return to his
16 work station to set up his equipment and PPE in order to begin work on time. Plaintiff and other
17 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and
18 believes, and based thereon alleges, that Defendants violated Labor Code sections 512 and 1198
19 each day for each Aggrieved Employee during the PAGA Period, and thus each Aggrieved
20 Employee was owed one hour of premium pay at their regular rate of pay for each day worked
21 during the PAGA Period under Labor Code section 226.7. However, Plaintiff is informed and
22 believes that those premium payments under Labor Code section 226.7 were not made for these
23 non-compliant meal periods, either at all or at the proper regular rate of pay. Defendants would thus
24 be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these
25 wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and
26 for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under
27 sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon
28 alleges, that Defendants' conduct that gave rise to such violations and was malicious, fraudulent, or

1 oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code section
2 2699(f)(2)(B)(ii).

3 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
5 including, without limitation, work over four-hour periods (or major fractions thereof) without
6 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
7 and complete ten-minute rest periods in which the employees are completely relieved of all of their
8 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
9 rest periods by, without limitation, failing to provide rest periods all together. Plaintiff and other
10 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and
11 believes, and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day
12 for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee
13 was owed one hour of premium pay at their regular rate of pay for each day worked during the
14 PAGA Period under Labor Code section 226.7. However, Plaintiff is informed and believes that
15 those premium payments under Labor Code section 226.7 were not made, either, for these non-
16 compliant rest periods, either at all or at the proper regular rate of pay, in violation of Labor Code
17 sections 226.7 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code
18 sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize
19 the taking of compliant rest periods and for failing to provide premium pay under Labor Code
20 section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
21 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
22 violations and was malicious, fraudulent, or oppressive. As such, Defendants are further liable for
23 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

24 30. As a result of, among other things, Defendants' herein-described policy or practice
25 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
26 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
27 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
28 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and

1 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
2 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
3 inclusive dates of the period for which the employee is paid; the name of the employee and only the
4 last four digits of their social security number or an employee identification number other than a
5 social security number; all deductions; all applicable hourly rates in effect during the pay period and
6 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
7 address of the employer, and other such information as required by Labor Code section 226,
8 subdivision (a). Consequently, Plaintiff is informed and believes, and based thereon alleges, that
9 Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved Employee
10 during the PAGA Period, and that, thus Plaintiff and each Aggrieved Employee personally suffered
11 these violations and was owed penalties under Labor Code section 226 for each pay period worked
12 during the PAGA Period. Plaintiff is informed and believes that those penalties under Labor Code
13 section 226 were not paid for these violations of Labor Code section 226. Defendants would thus
14 be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699, or
15 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
16 and based thereon alleges, that Defendants' conduct above gave rise to such violations and was
17 malicious, fraudulent, or oppressive. Thus, Defendants would further be liable for civil penalties
18 pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

1 Labor Code sections 201, 202, and 203. Defendants would thus be liable for civil penalties pursuant
2 to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
3 2699(j). Plaintiff is further informed and believes, and based thereon alleges, that Defendants’
4 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
5 Defendants would further be liable for civil penalties pursuant to Labor Code section
6 2699(f)(2)(B)(ii).

7 32. Plaintiff is informed and believes, and based thereon alleges that Defendants also
8 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
9 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for the use of cellular
10 phones for work purposes, in direct consequence of the discharge of their duties, or of their
11 obedience to the directions of Defendants, as required by Labor Code sections 1198, 2800, 2802,
12 and other statutory and common law offenses. For example, Defendants required Aggrieved
13 Employees to download and use the WorkNow mobile application on their personal devices, as
14 shown below. As a result, Plaintiff and other Aggrieved Employees have personally suffered these
15 violations and Defendants are liable to reimburse Plaintiff and other Aggrieved Employees for these
16 costs incurred in furtherance of work duties. Defendants would thus be liable for civil penalties
17 pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
18 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants’
19 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
20 Defendants would further be liable for civil penalties pursuant to Labor Code section
21 2699(f)(2)(B)(ii).

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

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

10 34. Plaintiff is informed and believes, and based thereon alleges, as follows: Defendants
11 knew or should have known it imposed systematic quota and production demands on Plaintiff and
12 other Aggrieved Employees which violated the rights of Plaintiff and Aggrieved Employees under
13 Labor Code sections 2100, *et seq.* Specifically, Plaintiff is informed and believes, and based thereon
14 alleges, that Defendants had a duty to ensure its production demands/quotas did not prevent Plaintiff
15 and Aggrieved Employees from complying with laws pertaining to meal periods, rest periods,
16 bathroom breaks (including, without limitation, reasonable travel time to and from bathroom
17 facilities), and/or exposing them to safety or Occupational Safety and Health Administration
18 ("OSHA") hazards. Defendants, or some of them, constitute a "covered employer" and its
19 warehouse employees are "covered employees." Defendants, or some of them, implement quotas
20 as defined in Labor Code section 2100, subdivision (h) and subjects Plaintiff and Aggrieved
21 Employees to adverse employment actions as defined in Labor Code section 2102. Furthermore,
22 Defendants did not provide to Plaintiff and Aggrieved Employees a written description of each quota
23 that was applicable to Plaintiff and Aggrieved Employees; maintained secret (undisclosed) quotas;
24 and failed to provide written disclosures each and every time quotas changed either seasonally,
25 daily, hourly, weekly and/or monthly. This includes the number of tasks to be performed or
26 materials that must be produced or handled within a time period, and any potential adverse
27 employment action that could result from failing to meet the quota. This information has not been
28 given by Defendants to Plaintiff and Aggrieved Employees, including when hired, commencing on

1 January 1, 2022 to the present. Additionally, Defendants changed the “quota” regularly without
2 notice, as often as per pay period. Defendants were also required to provide a new written quota
3 disclosure each and every time the quota changed and failed to do so since the Notice was provided.
4 Defendants failed to produce Plaintiff’s written quota disclosure upon written request pursuant to
5 Labor Code sections 2100 through 2112, and failed to provide written disclosures to Plaintiff and
6 Aggrieved Employees, including new hires, since January 1, 2022, as well as to current employees
7 each time the quota changed. Defendants had and has a policy and practice of taking adverse
8 employment action against Plaintiff and Aggrieved Employees for failing to meet a quota that does
9 not allow Plaintiff and Aggrieved Employees to comply with meal and rest periods, or occupational
10 health and safety laws in the Labor Code or Division Standards, or for failure to meet a quota that
11 has not been disclosed to Plaintiff and Aggrieved Employees pursuant to Labor Code section 2101.
12 Plaintiff thus violated Labor Code sections 2100 through 2112. Plaintiff and the Aggrieved
13 Employees personally suffered these violations, which in turn would entitle Plaintiff and other
14 Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants
15 would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, 1695.55, 1198
16 and 2699. Plaintiff further informed and believes, and based thereon alleges, that Defendants’
17 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive, particularly
18 given, among other reasons, Defendants have been sued for these violations in the past. Thus,
19 Defendants would further be liable for civil penalties pursuant to Labor Code section
20 2699(f)(2)(B)(ii).

21 35. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
22 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
23 statements and similar payroll documents under Labor Code section 226, documents signed to
24 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
25 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
26 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiff
27 and the Aggrieved Employees personally suffered these violations, which in turn would entitle
28 Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and

1 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558,
2 1174.5, and 2699. Plaintiff further informed and believes, and based thereon alleges, that
3 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
4 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
5 2699(f)(2)(B)(ii).

6 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
7 and have a policy of failing to provide all temporary workers, including without limitation, Plaintiff,
8 with owed wages weekly by not later than the regular payday of the following week. Plaintiff is
9 informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198.
10 As a result, pursuant to Labor Code section 201.3, Plaintiff and other Aggrieved Employees have
11 personally suffered violations thereto and Defendants would be liable for civil penalties pursuant to
12 Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
13 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
14 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants
15 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

16 37. 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, terms known to be illegal in purported arbitration agreements, and other written
21 documents presented for signature and/or assent to Plaintiff and/or Aggrieved Employees by
22 Defendants. Defendants also required Plaintiff and Aggrieved Employees to inform prospective
23 employers of Employer's restrictions of Plaintiff's and Aggrieved Employees' freedom to work. As
24 a result, Plaintiff is informed and believes that Defendants violated Labor Code sections 432.5 and
25 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other
26 Aggrieved Employees personally suffered these violations, and that Defendants violated, without
27 limitation, Labor Code section 432.5 and Government Code section 12952, entitling Plaintiff and
28 other Aggrieved Employees to damages. Plaintiff is further informed and believes, and based

1 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
2 fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code
3 sections 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
4 Employer would further be liable for civil penalties pursuant to Labor Code section
5 2699(f)(2)(B)(ii).

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

10 **FIRST AND ONLY CAUSE OF ACTION**

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

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

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

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

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

27 42. At all relevant times herein, Defendants have had a consistent policy or practice of
28 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as

1 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
2 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
3 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
4 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
5 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
6 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
7 violation in connection with each payment that was made in violation of Labor Code section 204.

8 Civil Penalties Under Labor Code § 226.3

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

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

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

23 46. 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.

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1 Violation of Labor Code § 558

2 47. 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 48. 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 49. 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 50. 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 51. 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 52. 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 53. 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 54. 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 55. 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.

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1 Violation of Labor Code § 1197.1

2 56. 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 57. 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 58. 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 59. 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 60. 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 61. 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 62. 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;

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

Dated: August 10, 2026 BIBIYAN LAW GROUP, P.C.

BY: /s/ Jason W. Rothman
JASON ROTHMAN
Attorneys for Plaintiff KEVIN MALTIE and
on behalf of all other Aggrieved Employees