

BIBIYAN LAW GROUP, P.C.

Sarah H. Cohen (SBN 330700)

sarah@tomorrowlaw.com

Lizette A. Rodriguez (SBN 335182)

lizette@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

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

Attorneys for Plaintiff ADAN MILTON ORTIZ TEJEDA,

as an Aggrieved Employee, and on behalf of all other

Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

ADAN MILTON ORTIZ TEJEDA, as an
Aggrieved Employee, and on behalf of all
other Aggrieved Employees under the Labor
Code Private Attorneys' General Act of 2004,

Plaintiff

v.

GOLDEN CAL EXPRESS CORP, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: **26CV206003**

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

4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys
6 General Act of 2004, codified at Labor Code section 2698, et seq. (“PAGA”), against Golden
7 Cal Express Corp, a California corporation, and any of its respective subsidiaries or affiliated
8 companies within the State of California (“Golden Cal Express”), (hereinafter, Golden Cal Express
9 collectively, with DOES 1 through 100, as further defined below, “Defendants”) as a proxy of the
10 Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of
11 Plaintiff and all Aggrieved Employees that worked for Defendants during the PAGA Period.
12 Specifically, in connection with any alleged claims for failure to comply with Labor Code sections
13 200, 204, 210, 221, 223, 226, 226.3, 245, 246, 432.5, 1198, 1198.5 including restraints on
14 competition, whistleblowing and freedom of speech and applicable Wage Orders, Plaintiff seeks to
15 represent all current and former employees that worked for Defendants during the PAGA Period.
16 On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt current and
17 former employees that worked for Defendants during the PAGA Period. Collectively, these
18 employees are herein referred to as “Aggrieved Employees.” The “PAGA Period” refers to one year
19 preceding the date notice was submitted to the LWDA, continuing past the date of notice to the
20 LWDA until judgement is entered.

21 **PARTIES**

22 2. Plaintiff ADAN MILTON ORTIZ TEJEDA is a resident of the State of California.
23 At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that
24 Defendants employed Plaintiff as a non-exempt employee. Plaintiff worked as a driver with duties
25 that included, but were not limited to, delivering packages to houses, apartments, and businesses.
26 Plaintiff is informed and believes, and based thereon alleges, that Plaintiff ADAN MILTON ORTIZ
27 TEJEDA worked for Defendants from approximately October of 2024 through the present.

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

1 Cal Express is, and at all times relevant hereto was, a corporation existing under and by virtue of
2 the laws of the State of California and doing business in the County of Alameda, State of California.
3 At all relevant times herein, Golden Cal Express employed Plaintiff and Aggrieved Employees
4 within the State of California

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

12 **JOINT LIABILITY ALLEGATIONS**

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

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

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

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

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

7 **JURISDICTION**

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

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

18 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

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

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

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

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

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

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

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

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

27 20. In the event, the LWDA and/or a court issued a finding or determination to the
28 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the

1 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
2 any of them, would be subject to heightened penalties pursuant to Labor Code sections
3 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either
4 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving
5 of the PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations
6 as detailed herein was and is malicious, fraudulent. Thus, Defendants, or any of them, are further
7 subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack eligibility for
8 reduced penalties under either Labor Code sections 2699(g) or 2699(h).

9 **FACTUAL ALLEGATIONS**

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

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

19 23. Upon information and belief, Defendants failed to accurately track and/or pay for all
20 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
21 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
22 including, without limitation, by requiring Plaintiff and Aggrieved Employees to complete pre-shift
23 tasks before clocking in such as obtaining a company phone, logging into an application, and setting
24 up routes, package, and delivery information and post-shift tasks after clocking out, such as
25 contacting customers, coworkers, or supervisors regarding missing stops or packages and providing
26 updates; suffer under Defendants' control by waiting for morning meetings to start; and to complete
27 company trainings off the clock. For example, Defendant required Plaintiff, and upon information
28 and belief, Aggrieved Employees, to watch company training videos. However, Defendants' system

1 did not accurately record when each training video was completed. Plaintiff notified Defendants of
2 the issue, which Defendants acknowledged, but thereafter still failed to pay Plaintiff for this time,
3 forcing Plaintiff to watch the remaining training videos on his own computer to accurately record
4 their completion. Additionally, Plaintiff had to suffer under Defendants' control while waiting for
5 morning meetings to begin before he was allowed to clock in.

6 24. In addition, Defendants failed to include all forms of remuneration, including non-
7 discretionary bonuses, and other forms of remuneration into the regular rate of pay during pay
8 periods where overtime was worked. For example, on December 27, 2024, Plaintiff's wage
9 statement showed a bonus paid (pay code "Ca Bonus") but the bonus was not properly incorporated
10 into Plaintiff's overtime rate of pay due to, among other things, Defendants' failure to pay all hours
11 worked.

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

22 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
23 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
24 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
25 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
26 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
27 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; failing
28 to provide meal periods all together; failing to provide second meal periods; and providing short

1 meal periods, including without limitation, meal periods that may appear on the record to be 30
2 minutes or longer but in practice were shorter than thirty minutes due to having to cut meal periods
3 short in order to finish delivery routes. For example, Plaintiff had to cut his meal periods short or
4 skip them entirely in order to finish his delivery routes because Defendants only provided work to
5 employees who promptly finished each delivery or were ahead of schedule. Additionally, Plaintiff
6 was interrupted during his meal periods because other Aggrieved Employees came to assist with
7 delivering packages during his meal periods. Plaintiff and other Aggrieved Employees personally
8 suffered these violations. Consequently, Plaintiff is informed and believes, and based thereon
9 alleges, that Defendants violated Labor Code sections 512 and 1198 each day for each Aggrieved
10 Employee during the PAGA Period, and thus each Aggrieved Employee was owed one hour of
11 premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor
12 Code section 226.7. However, Plaintiff is informed and believes that those premium payments under
13 Labor Code section 226.7 were not made for these non-compliant meal periods, either at all or at
14 the proper regular rate of pay. Defendants would thus be liable for civil penalties pursuant to Labor
15 Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to
16 authorize the taking of compliant meal periods and for failing to provide premium pay under Labor
17 Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
18 informed and believes, and based thereon alleges, that Defendants' conduct that gave rise to such
19 violations and was malicious, fraudulent, or oppressive. As such, Defendants are further liable for
20 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
23 including, without limitation, work over four-hour periods (or major fractions thereof) without
24 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
25 and complete ten-minute rest periods in which the employees are completely relieved of all of their
26 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
27 rest periods by, without limitation, by failing to provide rest periods all together. For example,
28 Plaintiff was required to watch training videos during his rest periods or was required to otherwise

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

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

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

15 29. Plaintiff is informed and believes, and based thereon alleges that Defendants also
16 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
17 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for use of personal
18 cellular phones and computers for work purposes such as viewing delivery routes, contacting
19 customers, supervisors, and coworkers, and watching training videos, in direct consequence of the
20 discharge of their duties, or of their obedience to the directions of Defendants, as required by Labor
21 Code sections 1198, 2800, 2802, and other statutory and common law offenses. As a result, Plaintiff
22 and other Aggrieved Employees have personally suffered these violations and Defendants are liable
23 to reimburse Plaintiff and other Aggrieved Employees for these costs incurred in furtherance of
24 work duties. Defendants would thus be liable for civil penalties pursuant to Labor Code sections
25 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
26 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
27 violations and was malicious, fraudulent, or oppressive. As such, Defendants would further be liable
28 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

1 Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and
2 reasonable attorneys' fees and costs. Plaintiff further informed and believes, and based thereon
3 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
4 or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
5 2699(f)(2)(B)(ii).

6 32. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
7 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
8 statements and similar payroll documents under Labor Code section 226, documents signed to
9 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
10 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
11 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Defendants
12 also failed to provide these documents to Plaintiff and other Aggrieved Employees upon request
13 April 27, 2026, in violation of these Labor Code sections. Plaintiff and the Aggrieved Employees
14 personally suffered these violations, which in turn would entitle Plaintiff and other Aggrieved
15 Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants would also
16 be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699. Plaintiff further
17 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
18 violations and was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
19 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

20 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
21 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
22 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
23 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
24 limitation, terms known to be illegal in purported arbitration agreements, purported confidentiality
25 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or
26 Aggrieved Employees by Defendants. Defendants also required Plaintiff and Aggrieved Employees
27 to inform prospective employers of Defendants' restrictions of Plaintiff's and Aggrieved
28 Employees' freedom to work. As a result, Plaintiff is informed and believes that Defendants violated

1 Labor Code sections 432.5 and 1198. As such, Plaintiff is informed and believes, and based thereon
2 alleges, that Plaintiff and other Aggrieved Employees personally suffered these violations, and that
3 Defendants violated, without limitation, Labor Code section 432.5 and Government Code section
4 12952, entitling Plaintiff and other Aggrieved Employees to damages. Plaintiff is further informed
5 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations
6 and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties
7 pursuant to Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections
8 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor
9 Code section 2699(f)(2)(B)(ii).

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

14 **FIRST AND ONLY CAUSE OF ACTION**

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

16 35. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
17 preceding paragraphs as though fully set forth hereat.

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

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

24 37. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
25 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
26 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
27 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
28 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For

1 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
2 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

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

12 Civil Penalties Under Labor Code § 226.3

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

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

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

28 42. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are

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

5 Violation of Labor Code § 558

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

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

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

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

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

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

26 Violation of Labor Code § 1174.5

27 46. At all times mentioned herein, Labor Code section 1174, subdivision (b) has
28 required every person employing labor in California to "[a]llow any member of the commission or

1 the employees of the Division of Labor Standards Enforcement free access to the place of business
2 or employment of the person to secure any information or make any investigation that they are
3 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
4 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
5 or papers of the person.”

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

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

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

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

28 51. As a direct and proximate result of the herein-described Labor Code violations,

1 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
2 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
3 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

4 Violation of Labor Code § 1197.1

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

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

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

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

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

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

Civil Penalties Under Labor Code § 2699

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

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

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

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

PRAYER

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

- A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections

210, 226.3, 558, 1174.5, 1197.1, and 2699;

C. For equitable, including, without limitation, injunctive relief;

C. Pre-judgment and post-judgment interest;

D. For costs of suit incurred herein; and;

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

Dated: August 20, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Lizette A. Rodriguez

SARAH H. COHEN

LIZETTE A. RODRIGUEZ

Attorneys for Plaintiff ADAN MILTON

ORTIZ TEJEDA and on behalf of all other

Aggrieved Employees