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

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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By M. Marquez, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

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

Plaintiff

v.

GREGG DRILLING, LLC, a Delaware
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: **26STCV27544**

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 FRANK MURO (“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 Gregg Drilling, LLC,
7 a Delaware limited liability company and any of its respective subsidiaries or affiliated companies
8 within the State of California (“Gregg Drilling”), (hereinafter, Gregg Drilling, collectively, with
9 DOES 1 through 100, as further defined below, “Defendants”) as a proxy of the Labor and
10 Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and
11 all Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically, in
12 connection with any alleged claims for failure to comply with Labor Code sections 200, 201, 204,
13 210, 221, 223, 226, 226.3, 232, 232.5, 1102.5, 1198, 1198.5, including restraints on competition,
14 whistleblowing and freedom of speech and applicable Wage Orders, Plaintiff seeks to represent all
15 current and former employees that worked for Defendants during the PAGA Period. On all other
16 claims mentioned herein, Plaintiff seeks to represent only non-exempt current and former employees
17 that worked for Defendants during the PAGA Period. Collectively, these employees are herein
18 referred to as “Aggrieved Employees.” The “PAGA Period” refers to one year preceding the date
19 notice was submitted to the LWDA, continuing past the date of notice to the LWDA until judgement
20 is entered.

21 **PARTIES**

22 2. Plaintiff FRANK MURO is a resident of the State of California. At all relevant times
23 herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employ
24 Plaintiff as a non-exempt employee. Plaintiff works as a driller with duties that include, but are not
25 limited to, shoveling, carrying pipes, and occasionally assisting mechanics. Plaintiff is informed
26 and believes, and based thereon alleges, that Plaintiff FRANK MURO has worked for Defendants
27 from approximately September of 2020 through the present.

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

1 Drilling is, and at all times relevant hereto was, a limited liability company organized and existing
2 under and by virtue of the laws of the State of Delaware and doing business in the County of Los
3 Angeles, State of California. At all relevant times herein, Gregg Drilling employed Plaintiff and
4 Aggrieved Employees 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 Gregg Drilling, 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 Los Angeles County, California pursuant to Code of Civil
11 Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where the
12 causes of action complained of herein arose; the county in which the employment relationship
13 began; the county in which performance of the employment contract, or part of it, between Plaintiff
14 and Defendants was due to be performed; the county in which the employment contract, or part of
15 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
16 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff
17 and Aggrieved Employees in Los Angeles County, and Defendants employ Aggrieved Employees
18 in Los Angeles County.

19 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

28 13. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees

1 such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified
2 in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the
3 PAGA Period.

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

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

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

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

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

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

28 20. In the event, the LWDA and/or a court issued a finding or determination to the

1 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
2 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
3 any of them, would be subject to heightened penalties pursuant to Labor Code sections
4 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either
5 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving
6 of the PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations
7 as detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among
8 other reasons, Defendants have been sued for these violations in the past. Thus, Defendants, or any
9 of them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and
10 lack eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

11 **FACTUAL ALLEGATIONS**

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

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

21 23. Upon information and belief, Defendants failed to accurately track and/or pay for all
22 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
23 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
24 including, without limitation, by requiring Plaintiff and Aggrieved Employees to complete post-
25 shift tasks after clocking out, such as preparing for the next day's shift and gathering the equipment
26 needed. In addition, Defendants failed to pay all prevailing wages owed when Plaintiff and other
27 Aggrieved Employees worked on public works projects as a result of, among other things, failing
28 to pay for all hours worked.

1 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
3 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
4 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
5 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiff is further
6 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
7 violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
8 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
9 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
10 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

11 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
12 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
13 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
14 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
15 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
16 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; not
17 allowing employees to leave the premises for breaks; failing to provide meal periods all together;
18 not providing timely meal periods; failing to provide second meal periods; and providing short meal
19 periods, including without limitation, meal periods that may appear on the record to be 30 minutes
20 or longer but in practice were shorter than thirty minutes due to the fact Plaintiff, and upon
21 information and belief, Aggrieved Employees, had to return to their projects in order to complete
22 them on time. For example, Plaintiff's time records show a late meal period on January 16, 2026,
23 and no second meal period on February 9, 2026, despite working over twelve hours. Furthermore,
24 Plaintiff often had to take a late first meal period or skip it entirely due to the fact he was working
25 on a project that could not be interrupted. However, Plaintiff is informed and believes that
26 Defendants still deducted a perfect thirty-minute meal period that appeared to be taken either an
27 hour or a half hour prior to the fifth hour worked, as reflected in his time records. Plaintiff, and upon
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1 information and belief, Aggrieved Employees, were also not permitted to leave the premises due to
2 the fact there was not a secure place to leave their equipment and thus they had to remain on site to
3 ensure the safety of the equipment. Given Plaintiff personally suffered these violations of the meal
4 period laws, Plaintiff also seeks to represent Aggrieved Employees in connection with other
5 violations of the meal period laws, including potential violations for auto-deducted meals, and meals
6 for which Aggrieved Employees were not relieved of all duties, if any of these should be found.

7 26. . Plaintiff and other Aggrieved Employees personally suffered these violations.
8 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 violated Labor Code sections 512 and 1198 each day for each Aggrieved Employee during the
10 PAGA Period, and thus each Aggrieved Employee was owed one hour of premium pay at their
11 regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7.
12 However, Plaintiff is informed and believes that those premium payments under Labor Code section
13 226.7 were not made for these non-compliant meal periods, either at all or at the proper regular rate
14 of pay. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210 (for
15 failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of
16 compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or
17 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
18 and based thereon alleges, that Defendants' conduct that gave rise to such violations and was
19 malicious, fraudulent, or oppressive. As such, Defendants are further liable for civil penalties
20 pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 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. Plaintiff and other
28 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and

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

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

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

13 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
14 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
15 compensation to terminated or resigned employees, including but not limited to, failing to pay all
16 overtime wages owed, including for failure to pay at overtime the proper rate of pay; all minimum
17 wages; and all premium pay owed; as set forth above, among other things. Consequently, Plaintiff
18 is informed and believes, and based thereon alleges, that Defendants violated Labor Code sections
19 201, 202 203, and 1198 each pay period for each Aggrieved Employee during the PAGA Period,
20 and thus each Aggrieved Employee personally suffered these violations and was owed penalties
21 under Labor Code section 203 for each pay period worked during the PAGA Period. However,
22 Plaintiff is informed and believes that those penalties under Labor Code section 203 were not made
23 for these violations of Labor Code sections 201, 202, and 203. Defendants would thus be liable for
24 civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under
25 sections 2699(e)(1) and 2699(j). Plaintiff is further informed and believes, and based thereon
26 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
27 or oppressive. As such, Defendants would further be liable for civil penalties pursuant to Labor
28 Code section 2699(f)(2)(B)(ii).

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

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

3 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 maintain policies or practices of failing to permit Plaintiff and other Aggrieved Employees from
5 taking cooldown periods every day as required under California Code of Regulations, Title 8,
6 Section 3395; and premium pay in lieu thereof under Labor Code section 226.7. Defendants would
7 thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these
8 wages), 221, 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant rest
9 periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief
10 under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon
11 alleges, that Defendants conduct above gave rise to such violations and was malicious, fraudulent,
12 or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
13 2699(f)(2)(B)(ii).

14 33. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
15 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
16 statements and similar payroll documents under Labor Code section 226, documents signed to
17 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
18 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
19 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Defendants
20 also failed to provide these documents to Plaintiff and other Aggrieved Employees upon request
21 April 23, 2026, in violation of these Labor Code sections. Plaintiff and the Aggrieved Employees
22 personally suffered these violations, which in turn would entitle Plaintiff and other Aggrieved
23 Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants would also
24 be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699. Plaintiff further
25 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
26 violations and was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
27 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 required or require the execution of a release of claim or right on account of wages due, or to become
3 due, or made as an advance on wages to be earned, including, without limitation, as a condition of
4 being paid, to execute a statement of the hours worked during a pay period in which Defendants
5 knew to be false. As such, Plaintiff is informed and believe, and based thereon alleges that
6 Defendants violated Labor Code sections 206.5 and 1198, and that Plaintiff and other Aggrieved
7 Employees have personally suffered these violations. Plaintiff is further informed and believes, and
8 based thereon alleges, that Defendants' conduct above gave rise to such violations and was
9 malicious, fraudulent, or oppressive. Defendants would be liable for civil penalties pursuant to
10 Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
11 Defendants would further be liable for civil penalties pursuant to Labor Code section
12 2699(f)(2)(B)(ii).

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

1 fraudulent, or oppressive. Among other relief, employees may collect from Defendants in
2 connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and
3 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
4 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

5 36. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
6 has a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing
7 violations of state and federal law, either within to their managers or outside to private attorneys or
8 government officials, among others, in violation of Labor Code section 1102.5. For example,
9 Employee received a formal written warning for attempting to discuss wages, in which Employer
10 noted that such discussion was "not appropriate." Plaintiff and other Aggrieved Employees
11 personally suffered these violations. In addition, Plaintiff is informed and believes that these policies
12 and/or practices prevent Plaintiff and other Aggrieved Employees from disclosing information about
13 unsafe or discriminatory working conditions, or about wage and hour violations in violation of
14 Labor Code sections 232, 232.5 and 1198. Plaintiff and other Aggrieved Employees personally
15 suffered these violations of the Labor Code, and as such, these violations would expose Defendants
16 to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief
17 under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon
18 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
19 or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
20 2699(f)(2)(B)(ii).

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

25 **FIRST AND ONLY CAUSE OF ACTION**

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

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

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

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

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

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

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

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

Violation of Labor Code § 558

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

- (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
- (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
- (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

47. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and

1 each of them, violated, or caused to be violated, the Labor Code sections and Wage Orders
2 regulating wages, hours and days of work described herein, including but not limited to Labor Code
3 sections 201-204, 223, 226.7, 510, 511, 512, 551, 552, 1182.12, 1194, 1197, 1198, and 2802.

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

9 Violation of Labor Code § 1174.5

10 49. At all times mentioned herein, Labor Code section 1174, subdivision (b) has
11 required every person employing labor in California to "[a]llow any member of the commission or
12 the employees of the Division of Labor Standards Enforcement free access to the place of business
13 or employment of the person to secure any information or make any investigation that they are
14 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
15 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
16 or papers of the person."

17 50. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
18 every person employing labor in California to "[k]eep a record showing the names and addresses of
19 all employees employed and the ages of all minors."

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

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

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

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

Violation of Labor Code § 1197.1

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

- (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
- (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the

1 employee is underpaid regardless of whether the initial violation is
2 intentionally committed. This amount shall be in addition to an amount
3 sufficient to recover underpaid wages, liquidated damages pursuant to Section
4 1194.2, and any applicable penalties imposed pursuant to Section 203.

5 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
6 Section 203, recovered pursuant to this section shall be paid to the affected
7 employee.”

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

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

18 Civil Penalties Under Labor Code § 2699

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

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

27 60. As such, Plaintiff and Aggrieved Employees are entitled to injunctive relief, one
28 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and

1 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
2 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

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

6 **PRAYER**

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

- 9 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
10 1174.5, 1197.1, and 2699;
11 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
12 210, 226.3, 558, 1174.5, 1197.1, and 2699;
13 C. For equitable, including, without limitation, injunctive relief;
14 C. Pre-judgment and post-judgment interest;
15 D. For costs of suit incurred herein; and
16 E. Such other and further relief as the Court deems just and proper.

17 Dated: August 31, 2026

BIBIYAN LAW GROUP, P.C.

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19 BY: /s/ Rafael Yedoyan

20 SARAH H. COHEN
21 RAFAEL YEDOYAN

22 Attorneys for Plaintiff FRANK MURO and on
23 behalf of all other Aggrieved Employees
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