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David W. Slayton,
Executive Officer/Clerk of Court,
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Attorneys for Plaintiff, ANGEL IGNACIO FLORES GARCIA, as an aggrieved
employee, and on behalf of all other aggrieved employees,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ANGEL IGNACIO FLORES GARCIA, as an
aggrieved employee, and on behalf of all other
aggrieved employees under the Labor Code
Private Attorneys' General Act of 2004,

Plaintiff,

v.

BRINDERSON CONSTRUCTORS, INC., a
California stock corporation; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: **26STCV29812**

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]

COMES NOW plaintiff ANGEL IGNACIO FLORES GARCIA (“Plaintiff” or “Mr. Garcia”), as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys’ General Act of 2004, and alleges as follows:

JURISDICTION AND VENUE

1. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, et seq. (“PAGA”), against BRINDERSON CONSTRUCTORS, INC., a California stock corporation; and any of its respective subsidiaries or affiliated companies within the State of California, (BRINDERSON CONSTRUCTORS, INC., collectively with DOES 1 through 100, as further defined below, are collectively hereinafter referred to as “Defendants”), as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with the Labor Code. Specifically, in connection with the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 227.3 232, 232.5, 245, et seq., 432, 1102.5, 1197.5, 1198.5, and 2802, Plaintiff seeks to represent all California employees of Defendants working within one (1) year preceding Plaintiff’s provision of notice to the LWDA of the herein-described Labor Code violations and continuing past the date of Plaintiff’s PAGA Notice letter indefinitely based on Defendants’ continuing violations (“Civil Penalty Period”). On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt employees of Defendants working within the Civil Penalty Period. These employees shall collectively be referred to herein as “Aggrieved Employees”.

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

3. Venue is proper in Los Angeles County, California pursuant to Code of Civil Procedure sections 392, et seq. because, among other things, Los Angeles County is where the causes of action complained of herein arose; the county in which the employment relationship began; the county in which performance of the employment contract, or part of it, between Plaintiff

1 and Defendants was due to be performed; the county in which the employment contract, or part of
2 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
3 or some of them, reside or do business. Moreover, the unlawful acts alleged herein have a direct
4 effect on Plaintiff and Aggrieved Employees in Los Angeles County, and because Defendants
5 employ numerous Aggrieved Employees in Los Angeles County.

6 4. Plaintiff is informed and believes and based thereon alleges that, pursuant to
7 California Code of Civil Procedure section 395.5, Venue is proper in this judicial district and the
8 County of Los Angeles because Defendants transact business within this judicial district and conduct
9 alleged by Plaintiff herein occurred in this judicial district. (*See also Crestwood Behavioral Health,*
10 *Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 [venue in a PAGA action is proper in any county
11 where the defendants committed Labor Code violations against some of its employees].)

12 5. Based on information and belief, Plaintiff is an “aggrieved employee” under PAGA,
13 as Plaintiff was employed by Defendants during the applicable statutory period and suffered the
14 Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the
15 term “civil penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the
16 Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.*
17 (“PAGA”), as amended, plus reasonable attorneys’ fees and costs, for Plaintiff and all other
18 aggrieved current and former employees of Defendants during the Civil Penalty Period.

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

23 7. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
24 96, 98.6, 200, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7 227.3 232, 232.5, 245, *et seq.*,
25 432, 510, 512, 558.1, 1102.5, 1174, 1197, 1197.5, 1198, 1198.5, and 2802, among others.

26 8. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
27 such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within
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1 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
2 specified in Labor Code section 2699.3.

3 9. On July 17, 2026 Plaintiff provided written notice pursuant to Labor Code section
4 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation of
5 various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as by
6 certified mail, with return receipt requested to Defendants, and each of them.

7 10. To the extent that any of the Defendants previously used the notice and cure
8 provisions of Labor Code section 2699.3 within the last twelve months, under Labor Code section
9 2699.3(d), then Defendants, or those who have availed themselves of the cure provisions validly,
10 are not eligible to cure the violations discussed herein under Labor Code section 2699.3 or otherwise
11 using the early evaluation conference process under Labor Code section 2699.3(f).

12 11. Insofar as any of the Defendant(s) is/are determined to have satisfied Labor Code
13 sections 2699(g), 2699(h), or otherwise 2699(d)(1), said Defendants, or any that is determined to
14 have satisfied Labor Code sections 2699(g) or (h), is also, in the alternative, liable for civil penalties
15 pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

16 12. Insofar as any of the Defendant(s) is/are determined to have, prior to Plaintiff's
17 PAGA Notice or a request for records under Labor Code sections 226, 432, or 1198.5, from Plaintiff
18 and/or Plaintiff's counsel, adequately taken all reasonable steps to be in compliance with all
19 provisions identified in Plaintiff's PAGA Notice, said Defendant(s) is/are still liable for civil
20 penalties pursuant to Labor Code section 2699(g)(1)-(3).

21 13. Insofar as any of the Defendant(s) is/are deemed to have adequately taken all
22 reasonable steps to be in compliance with all provisions identified in Plaintiff's PAGA Notice within
23 sixty (60) days of receiving Plaintiff's PAGA Notice, said Defendant(s) is/are still liable for civil
24 penalties pursuant to Labor Code section 2699(h)(1)-(3).

25 14. Insofar as the LWDA or a court has issued a finding or determination as to the
26 Defendants, or any of them, that its/their policy(ies) or practice(s) giving rise to such violations
27 was/were unlawful, said Defendant(s) is/are further liable for civil penalties pursuant to Labor Code
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1 section 2699(f)(2)(B)(i). Furthermore, insofar as Defendants, or any of them, was/were found to
2 have unlawfully committed some or all of the above-referenced Labor Code violations, said
3 Defendant(s) is/are subject to increased penalties, as applicable, under Labor Code sections
4 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are *not* eligible for reduced penalties under
5 either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the
6 serving of Plaintiff's PAGA Notice.

7 15. Moreover, regardless of the foregoing, because Defendants' conduct giving rise to
8 the violations described herein was and is malicious, fraudulent, and/or oppressive, the Defendants
9 are thus subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor
10 Code sections 2699(g)(3) and 2699(h)(3), are *not* eligible for reduced penalties under either Labor
11 Code section 2699(g) or 2699(h), for remedying violations either prior to or after the Defendants'
12 receipt of Plaintiff's PAGA Notice.

13 16. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
14 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
15 calendar days of the July 17, 2026, postmarked date of the herein-described notice sent by Plaintiff
16 to the LWDA and Defendants.

17 **PAGA REPRESENTATIVE ALLEGATIONS**

18 17. At all relevant times mentioned herein, Defendants had and have a policy or practice
19 of failing to pay overtime wages to Plaintiff and other Aggrieved Employees in the State of
20 California in violation of California state wage and hour laws as a result of, without limitation,
21 Plaintiff and other Aggrieved Employees working over eight (8) hours per day, over twelve (12)
22 hours per day, over forty (40) hours per week, and seven (7) straight work days in a work week
23 without paying them proper overtime and double time rate(s) of pay, as a result of, without
24 limitation, failing to accurately track and/or pay for all minutes and hours actually worked at the
25 proper overtime and double time rate(s) of pay; engaging, suffering, or permitting employees to
26 work off the clock and/or being subject to Defendants' control, including, without limitation, by
27 requiring Plaintiff and other Aggrieved Employees: to perform work without being clocked in; to
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1 complete pre-shift tasks before clocking in; to complete post-shift tasks after clocking out; to
2 detrimentally round time entries; and to record a sixty minute unpaid meal break despite working during
3 the break, all to the detriment of Employee and other aggrieved employees.

4 18. At all relevant times mentioned herein, Defendants had and have a practice or policy
5 of failing to compensate Plaintiff and other Aggrieved Employees with minimum wages for all hours
6 worked or otherwise under Defendants' control as a result of, without limitation, failing to
7 accurately track and/or pay for all minutes and hours actually worked at their regular rate of pay that
8 is above the minimum wage; engaging, suffering, or permitting employees to work off the clock
9 and/or be subject to Defendants' control, including, without limitation; requiring Plaintiff and other
10 Aggrieved Employees: to perform work without being clocked in; to complete pre-shift tasks before
11 clocking in; to complete post-shift tasks after clocking out; to detrimentally round time entries; and
12 to record a sixty minute unpaid meal break despite working during the break, all to the detriment of
13 Employee and other aggrieved employees.

14 19. At all relevant times mentioned herein, Defendants had and have a policy or practice
15 of failing to provide Plaintiff and other Aggrieved Employees a full, timely thirty (30) minute
16 uninterrupted meal period for days on which they worked more than five (5) hours in a work day
17 and a second thirty (30) minute uninterrupted meal period for days on which they worked in excess
18 of ten (10) hours in a work day, including, without limitation: by interrupting meal periods; not
19 providing timely meal periods; failing to provide second meal periods altogether; providing short
20 meal periods; requiring on-duty/on-call meal periods; auto-deducting meal periods that could not be
21 auto-deducted by law or during which employees worked; and, manipulation of time entries to show
22 a meal period was taken when it was not; and failing to provide compensation for such unprovided
23 meal periods as required by California wage and hour laws.

24 20. At all relevant times mentioned herein, Defendants had and have a policy or practice
25 of failing to authorize and permit Plaintiff and other Aggrieved Employees to take rest periods of at
26 least ten (10) minutes per four (4) hours worked or major fraction thereof in which they are
27 completely relieved of all of their duties, including, without limitation: to take uninterrupted, timely,
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1 and complete ten-minute rest periods in which the employees are completely relieved of all of their
2 duties, including, without limitation: by failing to provide rest periods all together; interrupting
3 them; not providing them in a timely fashion; combining them with meal break periods; and,
4 requiring onduty/on-call rest periods; and failing to provide compensation for such unprovided meal
5 periods as required by California wage and hour laws.

6 21. At all relevant times mentioned herein, Defendants had and have a policy or practice
7 of failing accurately record time; failing to pay overtime and minimum wages; provide meal periods;
8 provide rest periods; and provide compensation in lieu of meal or rest periods; Employee is informed
9 and believes, and based thereon alleges, that Employer also intentionally failed and continues to fail
10 to furnish aggrieved employees, including, without limitation, Employee, with itemized wage
11 statements that accurately reflect: gross wages earned; total hours worked by the employee; net
12 wages earned; all deductions; all applicable hourly rates in effect during the pay period and the
13 corresponding number of hours worked at each hourly rate by the employee; the legal name and
14 address of the other; and other such information as required by Labor Code section 226

15 22. At all relevant times mentioned herein, Defendants had and have a policy or practice
16 of failing to reimburse employees, including, without limitation, Employee and other aggrieved
17 employees, for the purchase and maintenance of personal protective gear and the purchase and
18 maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge of
19 their duties, or of their obedience to the directions of Employer, as required by Labor Code section
20 2802, and other statutory and common law offenses.

21 23. At all relevant times mentioned herein, Defendants had and have a policy or practice
22 of failing to comply with Labor Code section 226, subdivision (a) by failing to keep adequate or
23 accurate time records including wage statements and similar payroll documents under Labor Code
24 section 226, documents signed to obtain or hold employment under Labor Code section 432,
25 personnel records under Labor Code section 1198.5, and time records under Labor Code section
26 1174, making it difficult for Plaintiff and other Aggrieved Employees to calculate their unpaid
27 wages and/or premium payments, to the detriment of Plaintiff and other Aggrieved Employees.

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1 24. At all relevant times mentioned herein, Defendants had and have a policy or practice
2 of failing to provide Plaintiff and other Aggrieved Employees with itemized wage statements that
3 accurately reflect gross wages earned; total hours worked; net wages earned; all applicable hourly
4 rates in effect during the pay period and the corresponding number of hours worked at each hourly
5 rate; and other such information as required by Labor Code section 226, subdivision (a). As a result
6 thereof, Defendants have, on occasion, further failed to furnish employees with an accurate
7 calculation of gross and net wages earned, as well as gross and net wages paid.

8 25. At all relevant times mentioned herein, Defendants had and have a policy or practice
9 of failing to timely pay Plaintiff and other Aggrieved Employees, among other wages, all wages
10 owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime
11 wages, minimum wages, premium wages, paid time off and vacation time owed as required by Labor
12 Code sections 201, 202, and 203 and 227.3.

13 26. At all relevant times mentioned herein, Defendants had and have a policy or practice
14 of failing to comply with the notice requirements of Labor Code section 2810.5 (i.e., the Wage Theft
15 Protection Act of 2011) by, among other things, failing to provide Plaintiff and other aggrieved
16 employees with the rates of pay and overtime rates of pay applicable to their employment,
17 allowances claimed as part of the minimum wage, the regular payday designated by Employer, the
18 name of the employer, including any "doing business as" names used, the name, address and
19 telephone number of the workers' compensation insurance carrier, information regarding paid sick
20 leave, and other pertinent information required to be disclosed by Employer under Labor Code
21 section 2810.5. Plaintiff is informed and believes that failure to provide such information, including
22 rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were
23 not agreed upon and violate minimum wage and overtime wage laws in California, to the detriment
24 of Plaintiff and other Aggrieved Employees.

25 27. At all relevant times mentioned herein, Defendants have had a policy or practice of
26 failing to provide Plaintiff and other aggrieved employees with all rights afforded to them under the
27 Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, et seq.,
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1 including, without limitation, the amount of paid sick leave required to be provided pursuant to
2 California and local laws. Plaintiff is further informed and believes that the sick pay was not
3 provided at the proper regular rate of pay as required under California law due to failure to properly
4 calculate the regular rate. Plaintiff is further informed and believes that Employer also did not permit
5 its use upon request by Plaintiff and other aggrieved employees as contemplated under California
6 and local laws, to the detriment of Plaintiff and other Aggrieved Employees.

7 28. At all relevant times mentioned herein, Defendants had and have a policy or practice
8 of failing to pay Plaintiff and Aggrieved Employees their wages in accordance with Labor Code
9 Section 204, which requires that: “[l]abor performed between the 1st and 15th days, inclusive, of
10 any calendar month shall be paid for between the 16th and 26th day of the month during which the
11 labor was performed, and labor performed between the 16th and the last day, inclusive of any
12 calendar month, shall be paid for between the 1st and 10th day of the following month” and for
13 payroll periods such as those that are weekly, biweekly, or semimonthly, wages must be paid within
14 seven (7) calendar days following the close of the payroll period in which wages were earned.

15 29. Defendants had and have a policy or practice of preventing Plaintiff and other
16 Aggrieved Employees from disclosing the skills, knowledge and experience they obtained at
17 Defendants for purposes of competing with Defendants, including, without limitation, preventing
18 Aggrieved Employees from disclosing their wages in negotiating a new job with a prospective
19 employer, and from disclosing who else works at Defendants and under what circumstances that
20 they might be receptive to an offer from a rival employer. As such, Plaintiff is informed and believes
21 that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue
22 thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and
23 1197.5, subdivision (k).

24 30. Defendants had and have a policy or practice of preventing Plaintiff and/or other
25 aggrieved employees from disclosing violations of state and federal law, either within Employer to
26 their managers or outside Employer to private attorneys or government officials, among others, in
27 violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code
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1 section 1102.5. In addition, Plaintiff is informed and believes that these policies and/or practices
2 prevent Plaintiff and/or other aggrieved employees from disclosing information about unsafe or
3 discriminatory working conditions, or about wage and hour violations in violation of Labor Code
4 section 232 and 232.5.

5 31. Defendants had and have a policy or practice of preventing Plaintiff and/or other
6 aggrieved employees from engaging in lawful conduct during non-work hours, thus violating state
7 statutes entitling employees to disclose wages, working conditions, and illegal conduct, including,
8 without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5,
9 subdivision (k). Plaintiff is informed and believes that this lawful conduct includes the exercise of
10 Plaintiff and/or other aggrieved employee's constitutional rights of freedom of speech and economic
11 liberty.

12 32. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
13 Code sections 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699 for the herein-described acts, which
14 violate the California Labor Code as described above, including on behalf of Plaintiff and other
15 Aggrieved Employees pursuant to PAGA.

16 **PARTIES**

17 **A. Plaintiff**

18 33. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
19 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
20 exempt employee, with duties that included, but were not limited to, providing ground support by
21 putting water and ice in the coolers, moving tools and materials, working on the elevators taking
22 people from one floor to another, general construction assistance, and any other tasks as directed
23 from approximately the January 2025 through October 2025.

24 **B. Defendants**

25 34. Plaintiff is informed and believes and based thereon alleges that defendant
26 BRINDERSON CONSTRUCTORS, INC. is, and at all times relevant hereto was, a business
27 organized and existing under and by virtue of the law of the State of California, doing business in,
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1 among other places, County of Los Angeles, State of California. Plaintiff is informed and believes
2 and based thereon alleges that BRINDERSON CONSTRUCTORS, INC. is a privately-held
3 business.

4 35. Plaintiff is informed and believes and based thereon alleges that defendant
5 BRINDERSON CONSTRUCTORS, INC. is and at all times relevant hereto was, a “person” as
6 defined in Labor Code section 17 and Cal. Bus. & Prof. Code § 17201.

7 36. The true names and capacities, whether individual, corporate, associate, or otherwise,
8 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
9 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
10 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
11 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
12 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
13 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
14 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
15 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
16 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
17 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
18 include “BRINDERSON CONSTRUCTORS INC.”, and any of its parents, subsidiaries, or
19 affiliated companies within the State of California, as well as DOES 1 through 100 identified herein.

20 **JOINT LIABILITY ALLEGATIONS**

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

26 38. All of the acts and conduct described herein of each and every corporate and limited
27 liability company defendant was duly authorized, ordered, and directed by the respective and
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1 collective defendant corporate and limited liability company employers, and the owners, officers,
2 directors, members and management-level employees of said corporate and limited liability
3 company employers. In addition thereto, said corporate and limited liability company employers
4 participated in the aforementioned acts and conduct of their said employees, agents, and
5 representatives, and each of them; and upon completion of the aforesaid acts and conduct of said
6 corporate and limited liability company employees, agents, and representatives, the defendant
7 corporation and limited liability company respectively and collectively ratified, accepted the
8 benefits of, condoned, lauded, acquiesced, authorized, and otherwise approved of each and all of
9 the said acts and conduct of the aforementioned corporate and limited liability company employees,
10 agents and representatives.

11 39. Plaintiff is informed and believes, and based thereon allege, that there exists such a
12 unity of interest and ownership between Defendants, and each of them, that their individuality and
13 separateness have ceased to exist.

14 40. Plaintiff is informed and believes and based thereon alleges that despite the formation
15 of the purported corporate and/or limited liability existence of BRINDERSON CONSTRUCTORS
16 INC., and DOES 1 through 50, inclusive (the "Alter Ego Defendants"), they, and each of them, are
17 one and the same with DOES 51 through 100 ("Individual Defendants"), and each of them, due to,
18 but not limited to, the following reasons:

19 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
20 Defendants who personally committed the wrongful and illegal acts and violated the
21 laws as set forth in this Complaint, and who has hidden and currently hide behind the
22 Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some
23 other wrongful or inequitable purpose;

24 B. The Individual Defendants derive actual and significant monetary benefits by and
25 through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego
26 Defendants as the funding source for the Individual Defendants' own personal
27 expenditures;
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1 C. Plaintiff is informed and believes and thereon alleges that the Individual Defendants
2 and the Alter Ego Defendants, while really one and the same, were segregated to
3 appear as though separate and distinct for purposes of perpetrating a fraud,
4 circumventing a statute, or accomplishing some other wrongful or inequitable
5 purpose;

6 D. Plaintiff is informed and believes and thereon alleges that the business affairs of the
7 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
8 mentioned herein were, so mixed and intermingled that the same cannot reasonably
9 be segregated, and the same are inextricable confusion. The Alter Ego Defendants are,
10 and at all relevant times mentioned herein were, used by the Individual Defendants as
11 mere shells and conduits for the conduct of certain of their, and each of their affairs.
12 The Alter Ego Defendants are, and at all relevant times mentioned herein were, the
13 alter egos of the Individual Defendants;

14 E. The recognition of the separate existence of the Individual Defendants and the Alter
15 Ego Defendants would promote injustice insofar that it would permit defendants to
16 insulate themselves from liability to Plaintiff for violations of the Civil Code, Labor
17 Code, and other statutory violations. The corporate existence of these defendants
18 should thus be disregarded in equity and for the ends of justice because such disregard
19 is necessary to avoid fraud and injustice to Plaintiff herein;

20 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
21 Defendants (and vice versa), and the fiction of their separate corporate existence must
22 be disregarded;

23 41. As a result of the aforementioned facts, among others, Plaintiff is informed and
24 believes, and based thereon alleges, that the Individual Defendants, the Alter Ego Defendants, and
25 each of them, are joint employers by virtue of a joint enterprise, and that Plaintiff was an employee
26 of the Alter Ego Defendants and the Individual Defendants. Plaintiff performed services for each
27 and every defendant, and to the mutual benefit of all defendants, and all defendants shared control
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1 of Plaintiff, either directly or indirectly, and in the manner in which defendants' business was and
2 is conducted.

3 **FIRST CAUSE OF ACTION**

4 **(Violation of PAGA – Against All Defendants)**

5 42. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
6 and incorporates each by reference as though fully set forth hereat.

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

8 43. At all relevant times herein, Labor Code section 204, requires and required that:
9 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
10 between the 16th and 26th day of the month during which the labor was performed, and labor
11 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
12 between the 1st and 10th day of the following month” and for payroll periods such as those that are
13 weekly, biweekly, or semimonthly, wages must be paid within seven (7) calendar days following
14 the close of the payroll period in which wages were earned.

15 44. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
16 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
17 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
18 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
19 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
20 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
21 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

22 45. At all relevant times herein, Defendants have had a consistent policy or practice of
23 failing to pay Plaintiff and Aggrieved Employees during their employment on a timely basis as per
24 Labor Code section 204 including, without limitation, for the reasons and in the manner alleged
25 herein. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved Employees are
26 entitled to recover civil penalties for Defendants' violations of Labor Code section 204, in the
27 amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per
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1 employee, and two hundred dollars (\$200) for each Aggrieved Employee for each subsequent
2 violation in connection with each payment that was made in violation of Labor Code section 204 as
3 well as injunctive relief.

4 Civil Penalties Under Labor Code § 226.3

5 46. Defendants had and have a policy or practice of failing to comply with Labor Code
6 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
7 with itemized wage statements that accurately reflect: reflect gross wages earned; total hours
8 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
9 corresponding number of hours worked at each hourly rate; and other such information as required
10 by Labor Code section 226, subdivision (a).

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

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

18 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
19 and have a policy or practice of failing to furnish non-exempt employees, including, without
20 limitation, Plaintiff, itemized wage statements that accurately reflect: reflect gross wages earned;
21 total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and
22 the corresponding number of hours worked at each hourly rate; and other such information as
23 required by Labor Code section 226, subdivision (a) as alleged herein.

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

2 Violation of Labor Code § 558

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

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

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

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

15 52. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
16 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
17 causing Plaintiff and other Aggrieved Employees not to: be paid overtime wages and minimum
18 wages, receive meal and rest periods or compensation in lieu thereof, be paid timely wages during
19 their employment and after their employment separation, receive accurate, itemized wage
20 statements, to be provided with the opportunity to inspect employment records, be provided with
21 notice as required under Labor Code section 2810.5, be provided with the proper accrual and use of
22 paid sick leave, and/or be paid out all paid time off and/or vested vacation wages owed at the proper
23 rate of pay.

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

2 Violation of Labor Code § 1174.5

3 54. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
4 every person employing labor in California to “[a]llow any member of the commission or the
5 employees of the Division of Labor Standards Enforcement free access to the place of business or
6 employment of the person to secure any information or make any investigation that they are
7 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
8 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
9 or papers of the person.”

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

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

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

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

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

9 Violation of Labor Code § 1197.1

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

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

20 B. For each subsequent violation for the same specific offense, two hundred fifty dollars
21 (\$250) for each underpaid employee for each pay period for which the employee is underpaid
22 regardless of whether the initial violation is intentionally committed. This amount shall be in
23 addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section
24 1194.2, and any applicable penalties imposed pursuant to Section 203.

25 C. Wages, liquidated damages, and any applicable penalties imposed pursuant to
26 Section 203, recovered pursuant to this section shall be paid to the affected employee."

27 61. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
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1 Plaintiff and Aggrieved Employees not to be paid minimum wages for all hours worked or otherwise
2 under Defendants' control as a result of, without limitation, failing to accurately track and/or pay
3 for all minutes and hours actually worked at their regular rate of pay that is above the minimum
4 wage; engaging, suffering, or permitting employees to work off the clock and/or be subject to
5 Defendants' control, including, without limitation, by requiring Plaintiff and other Aggrieved
6 Employees: to perform work without being clocked in; to complete pre-shift tasks before clocking
7 in; to complete post-shift tasks after clocking out; to detrimentally round time entries; and to record
8 a sixty minute unpaid meal break despite working during the break, all to the detriment of Employee
9 and other aggrieved employees; entitling Plaintiff and other Aggrieved Employees to actual and
10 liquidated damages.

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

17 Civil Penalties Under Labor Code § 2699

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

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

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

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

7 **PRAYER**

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

- 10 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
11 1174.5, 1197.1, and 2699;
12 B. Injunctive relief under Labor Code sections 2699(e)(1) and 2699(k);
13 C. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
14 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699;
15 N. Pre-judgment and post-judgment interest;
16 O. For costs of suit incurred herein; and
17 P. Such other and further relief as the Court deems just and proper.

18
19
20 Dated: September 21, 2026

J. GILL LAW GROUP, P.C.

21 BY: /s/ William R. Denis

22 JASMIN K. GILL

23 ASHLIE E. FOX

24 WILLIAM R. DENIS

25 Attorneys for Plaintiff ANGEL IGNACIO
26 FLORES GARCIA as an aggrieved employee,
27 and on behalf of all other aggrieved employees
28 under the Labor Code Private Attorneys'
General Act of 2004,