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Case Number CVRI2606467 0000184151099 - Jason B. Galkin, Executive Officer/Clerk of the Court By Deane Lares, Clerk

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

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

Plaintiff

v.

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

Defendants.

CASE NO.: CVRI2606467

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]

Plaintiff DAMIAN JONES ("Plaintiff"), as an Aggrieved Employee, and on behalf of all other Aggrieved Employees under the Labor Code Private Attorneys' General Act of 2004, alleges as follows:

INTRODUCTION

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 Wayfair, LLC, a Delaware limited liability, and any of its respective subsidiaries or affiliated companies within the State of California ("Wayfair"), (hereinafter, Wayfair collectively, with DOES 1 through 100, as further defined below, "Defendants") as a proxy of the Labor and Workforce Development Agency of the State of California ("LWDA"), on behalf of Plaintiff and all Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically, in connection with any alleged claims for failure to comply with Labor Code sections 200, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 245, 246, 432, 1197.5, 1198, 1198.5 and applicable Wage Orders, Plaintiff seeks to represent all current and former employees that worked for Defendants during the PAGA Period. On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt current and former employees that worked for Defendants during the PAGA Period. Collectively, these employees are herein referred to as "Aggrieved Employees." The "PAGA Period" refers to one year preceding the date notice was submitted to the LWDA, continuing past the date of notice to the LWDA until judgement is entered.

PARTIES

2. Plaintiff DAMIAN JONES is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-exempt employee. Plaintiff worked as a forklift operator with duties that included, but were not limited to, picking and selecting orders in the warehouse. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff DAMIAN JONES worked for Defendants from approximately November of 2025 through approximately February of 2026.

3. Plaintiff is informed and believes and based thereon alleges that defendant Wayfair is, and at all times relevant hereto was, a limited liability company organized and existing under and

by virtue of the laws of the State of Delaware and doing business in the County of Riverside, State of California. At all relevant times herein, Wayfair employed Plaintiff and Aggrieved Employees within the State of California.

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

JOINT LIABILITY ALLEGATIONS

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

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

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

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

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

JURISDICTION

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

10. Venue is proper in Riverside County, California pursuant to Code of Civil Procedure sections 392, *et seq*. because, among other things, Riverside 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 and Defendants was due to be performed; the county in which the employment contract, or part of it, between Plaintiff and Defendants was actually performed; and the county in which Defendants, or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Aggrieved Employees in Riverside County, and Defendants employ Aggrieved Employees in Riverside County.

PAGA REPRESENTATIVE ALLEGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

FACTUAL ALLEGATIONS

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

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

23. Upon information and belief, Defendants failed to accurately track and/or pay for all minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay. Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock, including, without limitation, by requiring Plaintiff and Aggrieved Employees to wait in long lines to clock in due to the fact there were limited time clocks and multiple employees clocking in at once as well as issues with the finger scan; and to go through security screenings off the clock. For example, Plaintiff had to go through a security check where Defendants checked employees' badges both before and after his shifts. Additionally, the time clocks required a finger scan which occasionally malfunctioned and caused a longer wait to clock in.

24. In addition, Defendants failed to include all forms of remuneration, including non-discretionary bonuses such as retention bonuses, shift premiums, and other forms of remuneration into the regular rate of pay during pay periods where overtime was worked. For example, Plaintiff's offer letter states that employees can receive $2.00 per shift premium. Additionally, Plaintiff received a retention bonus shortly after he was hired.

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

26. Plaintiff is informed and believes, and based thereon alleges, that Defendants maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to, including, without limitation, work over four-hour periods (or major fractions thereof) without authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful rest periods by, without limitation, not allowing employees to leave the premises during breaks. . Plaintiff and other Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Plaintiff is informed and believes that those premium payments under Labor Code section 226.7 were not made, either,

for these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27. As a result of, among other things, Defendants' herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide rest periods; and failing to provide compensation in lieu of rest periods, as described above, and due to independent failures in connection therewith, Plaintiff is informed and believes, and based thereon alleges, that Defendants also intentionally failed and continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the inclusive dates of the period for which the employee is paid; the name of the employee and only the last four digits of their social security number or an employee identification number other than a social security number; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of the employer, and other such information as required by Labor Code section 226, subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Plaintiff and other Aggrieved Employees and the rates of pay at which they were or should have been paid including due to failure to pay at the proper regular rate, thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus Plaintiff and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 226 for each pay period worked during

the PAGA Period. Plaintiff is informed and believes that those penalties under Labor Code section 226 were not paid for these violations of Labor Code section 226. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Thus, Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

29. Plaintiff is informed and believes, and based thereon alleges that Defendants also failed and refused, and continue to fail and refuse, to reimburse employees, including, without limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for the use of a personal cellular phone for work purposes, in direct consequence of the discharge of their duties, or of their obedience to the directions of Defendants, as required by Labor Code sections 1198, 2800,

2802, and other statutory and common law offenses. As a result, Plaintiff and other Aggrieved Employees have personally suffered these violations and Defendants are liable to reimburse Plaintiff and other Aggrieved Employees for these costs incurred in furtherance of work duties. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such, Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

31. Plaintiff is further informed and believes, and based thereon alleges, that Defendants have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with all rights afforded to them under the Healthy Workplace Heathy Families Act of 2014, codified at Labor Code section 245, *et seq.,* including, without limitation, the amount of paid sick leave required

to be provided pursuant to California and local laws. Plaintiff is further informed and believes that the sick pay was not provided at the proper regular of pay as required under California law due to failure to properly calculate the regular rate. Plaintiff is additionally informed and believes that the notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace injury reporting. Plaintiff is thus informed and believes that Defendants violated these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees have personally suffered violations under these sections and Defendants would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs. Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

32. Plaintiff is informed and believes, and based thereon alleges, as follows: Defendants knew or should have known it imposed systematic quota and production demands on Plaintiff and other Aggrieved Employees which violated the rights of Plaintiff and Aggrieved Employees under Labor Code sections 2100, *et seq*. Specifically, Plaintiff is informed and believes, and based thereon alleges, that Defendants had a duty to ensure its production demands/quotas did not prevent Plaintiff and Aggrieved Employees from complying with laws pertaining to rest periods, bathroom breaks (including, without limitation, reasonable travel time to and from bathroom facilities), and/or exposing them to safety or Occupational Safety and Health Administration ("OSHA") hazards. Defendants, or some of them, constitute a "covered employer" and its warehouse employees are "covered employees." Defendants, or some of them, implement quotas as defined in Labor Code section 2100, subdivision (h) and subjects Plaintiff and Aggrieved Employees to adverse employment actions as defined in Labor Code section 2102. Furthermore, Defendants, or some of them, willfully, knowingly and intentionally established quotas that harmed Plaintiff and Aggrieved Employees all to increase Defendants' profits without concern for employee safety. Defendants, in fact, tracked rest, and recovery periods, that were not provided and did nothing to change its policies

and practices. Defendants also restricted and monitored the use of bathroom facilities and charged the time Plaintiff and Aggrieved Employees used the bathroom against their quota. In other words, Plaintiff and Aggrieved Employees who did not wait to use the restroom during rest periods or before or after their shift, were penalized for not meeting the quota either through reprimands, warnings, and termination. Defendants maintained a point system designed to prevent Plaintiff and Aggrieved Employees from complying with California law as alleged in this Notice and systematically used to punish Plaintiff and Aggrieved Employees. Furthermore, Defendants prevented compliance with California's rest break laws and failed to consider rest breaks as productive time when Plaintiff and Aggrieved Employees were required to remain on call in violation of Labor Code section 2103, subdivision (b). Plaintiff and Aggrieved Employees were not permitted to take compliant rest breaks, and/or rest and recovery periods when requested, due to Defendants' unlawful policy and practice to favor production goals over the rights of Plaintiff and Aggrieved Employees. Consequently, Plaintiff and other Aggrieved Employees were not authorized or permitted to take rest periods (including second or third rest periods); and/or recovery periods; and Defendants' policies prevented Aggrieved Employees from taking these rest and/or recovery periods as required by California law. Furthermore, Defendants did not provide to Plaintiff and Aggrieved Employees a written description of each quota that was applicable to Plaintiff and Aggrieved Employees; maintained secret (undisclosed) quotas; and failed to provide written disclosures each and every time quotas changed either seasonally, daily, hourly, weekly and/or monthly. This includes the number of tasks to be performed or materials that must be produced or handled within a time period, and any potential adverse employment action that could result from failing to meet the quota. This information has not been given by Defendants to Plaintiff and Aggrieved Employees, including when hired, commencing on January 1, 2022 to the present. Additionally, Defendants changed the "quota" regularly without notice, as often as per pay period. Defendants were also required to provide a new written quota disclosure each and every time the quota changed and failed to do so since the Notice was provided. Defendants failed to produce Plaintiff's written quota disclosure upon written request pursuant to Labor Code sections 2100 through 2112, and failed to provide written disclosures to Plaintiff and Aggrieved Employees,

including new hires, since January 1, 2022, as well as to current employees each time the quota changed. Defendants had and has a policy and practice of taking adverse employment action against Plaintiff and Aggrieved Employees for failing to meet a quota that does not allow Plaintiff and Aggrieved Employees to comply with rest periods, or occupational health and safety laws in the Labor Code or Division Standards, or for failure to meet a quota that has not been disclosed to Plaintiff and Aggrieved Employees pursuant to Labor Code section 2101. Plaintiff thus violated Labor Code sections 2100 through 2112. Plaintiff and the Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, 1695.55, 1198 and 2699. Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive, particularly given, among other reasons, Defendants have been sued for these violations in the past. Thus, Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

33. In addition to the above, Plaintiff is informed and believes, and based thereon alleges that Defendants failed and continue to fail 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, time records under Labor Code section 1174, making it difficult for Plaintiff and other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Defendants also failed to provide these documents to Plaintiff and other Aggrieved Employees upon request on April 14, 2026, in violation of these Labor Code sections. Plaintiff and the Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699. Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

FIRST AND ONLY CAUSE OF ACTION

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

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

Civil Penalties Under Labor Code § 210

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

37. 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."

38. 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.

Civil Penalties Under Labor Code § 226.3

39. 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."

40. 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."

41. 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).

42. 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

43. 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."

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

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

Violation of Labor Code § 1174.5

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

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

48. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required

every person employing labor in California to "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned."

49. 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).

50. 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.

51. 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

52. 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 employee is underpaid regardless of whether the initial violation is intentionally committed. 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.

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

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

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

Civil Penalties Under Labor Code § 2699

55. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed

and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the Labor Code may, as an alternative, be recovered through a civil action brought by an Aggrieved Employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

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

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

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

PRAYER

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

A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699;

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

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

D. Pre-judgment and post-judgment interest;

E. For costs of suit incurred herein; and;

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

Dated: October 1, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ JASON ROTHMAN
JASON ROTHMAN
JENNA M. KOLESON
Attorneys for Plaintiff DAMIAN JONES and on behalf of all other Aggrieved Employees