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 SUPERIOR COURT SAN JOAQUIN
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 as an Aggrieved Employee, and on behalf of all other
 Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA**FOR THE COUNTY OF SAN JOAQUIN**CU-2026- 71258

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

Plaintiff

v.

ALLEN DISTRIBUTION, LP, a Pennsylvania
 limited partnership; and DOES 1 through 100,
 inclusive,

Defendants.

CASE NO.:

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]

REPRESENTATIVE ACTION COMPLAINT

1 Plaintiff PAUL PAULINO ("Plaintiff"), as an Aggrieved Employee, and on behalf of all
2 other Aggrieved Employees under the Labor Code Private Attorneys' General Act of 2004, alleges
3 as 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 Allen Distribution,
7 LP, a Pennsylvania limited partnership, and any of its respective subsidiaries or affiliated companies
8 within the State of California ("Allen Distribution"), (hereinafter, Allen Distribution collectively,
9 with 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, 202,
13 203, 204, 210, 226, 226.3, 227.3, 432, 432.5, 1198, 1198.5 and applicable Wage Orders, Plaintiff
14 seeks to represent all current and former employees that worked for Defendants during the PAGA
15 Period. On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt current
16 and former employees that worked for Defendants during the PAGA Period. Collectively, these
17 employees are herein referred to as "Aggrieved Employees." The "PAGA Period" refers to one year
18 preceding the date notice was submitted to the LWDA, continuing past the date of notice to the
19 LWDA until judgement is entered.

20 PARTIES

21 2. Plaintiff PAUL PAULINO is a resident of the State of California. At all relevant
22 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 employed Plaintiff as a non-exempt employee. Plaintiff worked as a truck driver with duties that
24 included, but were not limited to, driving to the winery, picking up goods, and unloading goods.
25 Plaintiff is informed and believes, and based thereon alleges, that Plaintiff PAUL PAULINO worked
26 for Defendants from approximately October of 2025 through approximately April of 2026.

27 3. Plaintiff is informed and believes and based thereon alleges that defendant Allen
28 Distribution is, and at all times relevant hereto was, a limited partnership existing under and by

1 virtue of the laws of the State of Pennsylvania and doing business in the County of San Joaquin,
2 State of California. At all relevant times herein, Allen Distribution employed Plaintiff and
3 Aggrieved Employees within the State of California.

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

11 **JOINT LIABILITY ALLEGATIONS**

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

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

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

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

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

6 **JURISDICTION**

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

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

18 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

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

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

3 14. Pursuant to Labor Code section 2699.3, on or around July 2, 2026, Plaintiff provided
4 written notice of Defendants' violation of various provisions of the Labor Code to the LWDA online
5 and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

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

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

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

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

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

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

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

9 **FACTUAL ALLEGATIONS**

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

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

19 23. Upon information and belief, Defendants failed to accurately track and/or pay for all
20 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
21 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
22 including, without limitation, by requiring Plaintiff and Aggrieved Employees to complete post-
23 shift tasks after clocking out, such as moving trailers, and to respond to text messages off the clock
24 regarding scheduling. Furthermore, Defendants failed to pay all wages due to loads, waiting time
25 for trailers, pre-trip and post-trip inspections, and pay for hooking up and unhooking trailers. By
26 way of example, each load was assigned a specific dollar value, but the total compensation received
27 did not consistently reflect what was communicated to Plaintiff, and upon information and belief,
28 Aggrieved Employees, during company meetings. Similarly, Plaintiff and Aggrieved Employees

1 were promised specific amounts for downtime pay when waiting for trailers, pre-trip and post-trip
2 inspections, as well as hooking up and unhooking trailers, but the compensation received did not
3 reflect the amount promised.

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

14 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
15 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
16 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
17 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
18 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
19 Aggrieved Employees lawful meal periods by, without limitation, failing to provide meal periods
20 all together. Plaintiff was unable to take a meal period due to his workload and had to continuously
21 work throughout the entirety of his shifts. Plaintiff and other Aggrieved Employees personally
22 suffered these violations. Consequently, Plaintiff is informed and believes, and based thereon
23 alleges, that Defendants violated Labor Code sections 512 and 1198 each day for each Aggrieved
24 Employee during the PAGA Period, and thus each Aggrieved Employee was owed one hour of
25 premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor
26 Code section 226.7. However, Plaintiff is informed and believes that those premium payments under
27 Labor Code section 226.7 were not made for these non-compliant meal periods, either at all or at
28

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

8 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
10 including, without limitation, work over four-hour periods (or major fractions thereof) without
11 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
12 and complete ten-minute rest periods in which the employees are completely relieved of all of their
13 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
14 rest periods by, without limitation, by failing to provide rest periods all together. As stated above,
15 Plaintiff was required to continuously work throughout the entirety of his shifts and thus was unable
16 to take rest breaks. Plaintiff and other Aggrieved Employees personally suffered these violations.
17 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 violated the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA
19 Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular
20 rate of pay for each day worked during the PAGA Period under Labor Code section 226.7.
21 However, Plaintiff is informed and believes that those premium payments under Labor Code section
22 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular
23 rate of pay, in violation of Labor Code sections 226.7 and 1198. Defendants would thus be liable
24 for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558,
25 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to
26 provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1)
27 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'

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1 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
2 Defendants are further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

3 27. As a result of, among other things, Defendants' herein-described policy or practice
4 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
5 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
6 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
7 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
8 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
9 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
10 inclusive dates of the period for which the employee is paid; the name of the employee and only the
11 last four digits of their social security number or an employee identification number other than a
12 social security number; all deductions; all applicable hourly rates in effect during the pay period and
13 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
14 address of the employer, and other such information as required by Labor Code section 226,
15 subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized
16 wage statements that accurately reflect the hours worked by Plaintiff and other Aggrieved
17 Employees and the rates of pay at which they were or should have been paid, thus resulting in a
18 failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, Plaintiff
19 is informed and believes, and based thereon alleges, that Defendants violated Labor Code sections
20 226, and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus
21 Plaintiff and each Aggrieved Employee personally suffered these violations and was owed penalties
22 under Labor Code section 226 for each pay period worked during the PAGA Period. Plaintiff is
23 informed and believes that those penalties under Labor Code section 226 were not paid for these
24 violations of Labor Code section 226. Defendants would thus be liable for civil penalties pursuant
25 to Labor Code sections 226.3, 558, 1198, and 2699, or injunctive relief under sections 2699(e)(1)
26 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
27 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Thus,
28

1 Defendants would further be liable for civil penalties pursuant to Labor Code section
2 2699(f)(2)(B)(ii).

3 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
4 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
5 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
6 failing to pay all overtime wages owed, all minimum wages; vacation pay and paid time off, as set
7 forth above, among other things. Consequently, Plaintiff is informed and believes, and based thereon
8 alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198 each pay period for
9 each Aggrieved Employee during the PAGA Period, and thus Plaintiff and each Aggrieved
10 Employee personally suffered these violations and was owed penalties under Labor Code section
11 203 for each pay period worked during the PAGA Period. However, Plaintiff is informed and
12 believes that those penalties under Labor Code section 203 were not made for these violations of
13 Labor Code sections 201, 202, and 203. Defendants would thus be liable for civil penalties pursuant
14 to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
15 2699(j). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
16 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
17 Defendants would further be liable for civil penalties pursuant to Labor Code section
18 2699(f)(2)(B)(ii).

19 29. Plaintiff is informed and believes, and based thereon alleges that Defendants also
20 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
21 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for the purchase of
22 safety gear such as shoes, and the use of personal cellular phone for work purposes, in direct
23 consequence of the discharge of their duties, or of their obedience to the directions of Defendants,
24 as required by Labor Code sections 1198, 2800, 2802, and other statutory and common law
25 offenses. As a result, Plaintiff and other Aggrieved Employees have personally suffered these
26 violations and Defendants are liable to reimburse Plaintiff and other Aggrieved Employees for these
27 costs incurred in furtherance of work duties. Defendants would thus be liable for civil penalties
28 pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)

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

5 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
6 and have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid
7 time off and vacation time owed upon separation of employment as wages at their final rate of pay
8 in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Plaintiff and other
9 Aggrieved Employees have personally suffered these violations and Defendants would be liable for
10 civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and
11 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and
12 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
13 was malicious, fraudulent, or oppressive. Therefore, Defendants would further be liable for civil
14 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

1 oppressive. Therefore, Defendants would further be liable for civil penalties pursuant to Labor Code
2 section 2699(f)(2)(B)(ii).

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

17 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 required or require the execution of a release of claim or right on account of wages due, or to become
19 due, or made as an advance on wages to be earned, including, without limitation, as a condition of
20 being paid, to execute a statement of the hours worked during a pay period in which Defendants
21 knew to be false. As such, Plaintiff is informed and believe, and based thereon alleges that
22 Defendants violated Labor Code sections 206.5 and 1198, and that Plaintiff and other Aggrieved
23 Employees have personally suffered these violations. Plaintiff is further informed and believes, and
24 based thereon alleges, that Defendants' conduct above gave rise to such violations and was
25 malicious, fraudulent, or oppressive. Defendants would be liable for civil penalties pursuant to
26 Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
27 Defendants would further be liable for civil penalties pursuant to Labor Code section
28 2699(f)(2)(B)(ii).

1 34. Plaintiff is further informed and believes, and based thereon alleges that Defendants
2 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor
3 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
4 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
5 applicable to their employment; any allowances claimed as part of the minimum wage; the regular
6 payday designated by Defendants; the name of the employer, including any "doing business as"
7 names used by the employer; the physical address of the employer's main office and the telephone
8 number of the employer; the name, address and telephone number of the workers' compensation
9 insurance carrier; information regarding paid sick leave; and other pertinent information required to
10 be disclosed by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that
11 Defendants' failure to provide such information, including rates of pay that are in effect, has
12 permitted Defendants to pay employees at rates of pay that were not agreed upon and violate
13 minimum wage and overtime wage laws in California. Plaintiff is informed and believes that
14 Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and other Aggrieved
15 Employees personally suffered these violations. Plaintiff is further informed and believes, and based
16 thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious,
17 fraudulent, or oppressive. Among other relief, employees may collect from Defendants in
18 connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and
19 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
20 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

1 As a result, Plaintiff is informed and believes that Defendants violated Labor Code sections 432.5
2 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and
3 other Aggrieved Employees personally suffered these violations, and that Defendants violated,
4 without limitation, Labor Code section 432.5 and Government Code section 12952, entitling
5 Plaintiff and other Aggrieved Employees to damages. Plaintiff is further informed and believes, and
6 based thereon alleges, that Defendants' conduct above gave rise to such violations and was
7 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to
8 Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and
9 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
10 2699(f)(2)(B)(ii).

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

15 **FIRST AND ONLY CAUSE OF ACTION**

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

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

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

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

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

1 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
2 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
3 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

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

13 Civil Penalties Under Labor Code § 226.3

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

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

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

44. 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

45. 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."

46. 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.

47. 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

48. 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.”

49. 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.”

50. 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.”

51. 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).

52. 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

1 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
2 under Labor Code section 1174.

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

7 Violation of Labor Code § 1197.1

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

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

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

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

28 55. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused

1 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants
2 routinely failing to accurately track and/or pay for all minutes actually worked by Plaintiff and
3 Aggrieved Employees at the proper rates of pay, as described above.

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

10 Civil Penalties Under Labor Code § 2699

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

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

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

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

26 PRAYER

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

- 1 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
2 1174.5, 1197.1, and 2699;
3 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
4 210, 226.3, 558, 1174.5, 1197.1, and 2699;
5 C. For equitable, including, without limitation, injunctive relief;
6 C. Pre-judgment and post-judgment interest;
7 D. For costs of suit incurred herein; and
8 E. Such other and further relief as the Court deems just and proper.

9 Dated: September 15, 2026

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10
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15 Attorneys for Plaintiff PAUL PAULINO and
16 on behalf of all other Aggrieved Employees
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