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VENTURA SUPERIOR COURT

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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 VENTURA

RICARDO REVELES VALENZUELA, as an
aggrieved employee, and on behalf of all other
aggrieved employees under the Labor Code
Private Attorneys' General Act of 2004,

Plaintiff,

v.

ROBERT M. HADLEY COMPANY, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 2024CUOE024370

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**

DEMAND FOR JURY TRIAL

[Amount in Controversy Greater Than
\$25,000.00]

**Electronically
FILED**

by Superior Court of California
County of Ventura

05/03/2024

Brenda L. McCormick
Executive Officer and Clerk

Hannah Cress
Hannah Cress
Deputy Clerk

1 Plaintiff Ricardo Reveles Valenzuela, as an aggrieved employee, brings this Action under
2 the Labor Code Private Attorneys' General Act of 2004 ("PAGA") to collect civil penalties under
3 PAGA for all other aggrieved employees, and, in doing so, alleges as follows:

4 **JURISDICTION AND VENUE**

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 Robert M. Hadley
7 Company, Inc., and any of its respective subsidiaries or affiliated companies within the State of
8 California ("Hadley" and collectively, with DOES 1 through 100, as further defined below,
9 "Defendants"), as a proxy of the Labor and Workforce Development Agency of the State of
10 California ("LWDA"), on behalf of all other current and former non-exempt employees of
11 Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to
12 the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 201, 202, 203, 204,
13 210, 226, 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5,
14 1198.5, 1527, 3366, 3457, and 8397.4, on behalf of all employees of Defendants working within the
15 Civil Penalty Period (collectively, "Aggrieved Employees").

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

18 3. Venue is proper in Ventura County, California pursuant to Code of Civil Procedure
19 sections 392, *et seq.* because, among other things, Ventura County is where the causes of action
20 complained of herein arose; the county in which the employment relationship began; the county in
21 which performance of the employment contract, or part of it, between Plaintiff and Defendants was
22 due to be performed; and the county in which the employment contract, or part of it, between
23 Plaintiff and Defendants was actually performed. Moreover, the unlawful acts alleged herein have
24 a direct effect on Plaintiff and Aggrieved Employees in Ventura County, and because Defendants
25 employ numerous Aggrieved Employees in Ventura County.

26 4. Plaintiff is an "aggrieved employee" under PAGA, as Plaintiff was employed by
27 Defendants during the applicable statutory period and suffered one or more of the Labor Code
28 violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term "civil

1 penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code
2 Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”) plus
3 reasonable attorneys’ fees and costs, for all other aggrieved current and former employees of
4 Defendants during the Civil Penalty Period. Plaintiff does not seek to assert his own claim for civil
5 penalties under PAGA as part of this Action.

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

10 6. During the period beginning one (1) year preceding the provision of notice to the
11 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
12 Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 210,
13 212, 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 404, 432, 432.3, 432.5, 432.7,
14 432.8, 510, 512, 558, 1102.5, 1174, 1174.5, 11821.12, 1194, 1197, 1197.1, 1197.5, 1198.5, 1527,
15 2699, 2802, 2810.5, 3366, 3457, and 8397.4, among others, California Code of Regulations, Title
16 8, Section 3395, Business and Professions Code sections 16600, 16700, and 17200, Government
17 Code section 12952, as well as applicable Wage Orders.

18 7. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
19 on behalf of all other aggrieved current and former employees within the statutory period, to bring
20 a civil action to recover civil penalties pursuant to the procedures specified in Labor Code section
21 2699.3 without asserting a claim to bring Plaintiff’s own claim for civil penalties under PAGA.
22 (*See, e.g., Balderas v. Fresh Start Harvesting, Inc.*) Specifically, Plaintiff does not seek to recover
23 Plaintiff’s 25% share of civil penalties for the particular Labor Code violations Plaintiff experienced.
24 Rather, this is a purely representative PAGA action wherein Plaintiff seeks to recover all civil
25 penalties for the Labor Code violations experienced by third-party aggrieved employees (Aggrieved
26 Employees) and the State of California’s 75% of the civil penalties for the Labor Code violations
27 Plaintiff experienced.

28 8. On or around February 29, 2024, Plaintiff provided written notice pursuant to Labor

1 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants'
2 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
3 as well as by certified mail, with return receipt requested to Defendants, and each of them.

4 9. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
5 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
6 calendar days of the February 29, 2024 postmarked date of the herein-described notice sent by
7 Plaintiff to the LWDA and Defendants.

8 **PAGA REPRESENTATIVE ALLEGATIONS**

9 10. At all relevant times mentioned herein, Defendants had and have a policy or practice
10 of failing to pay overtime wages to Aggrieved Employees in the State of California in violation of
11 California state wage and hour laws as a result of, without limitation, Aggrieved Employees working
12 over eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a
13 workweek without paying them proper overtime wages, as a result of, without limitation, failing to
14 accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting
15 employees to work off the clock, including, without limitation, by requiring employees: to remain
16 on-call, to suffer under Defendants' control to complete pre-shift tasks before clocking in and post-
17 shift tasks after clocking out, to clock out for meal periods and continue working, to don and doff
18 uniforms off the clock, to attend company meetings off the clock, to make phone calls off the clock;
19 failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay,
20 meal allowances, and other forms of remuneration into the regular rate of pay for the pay periods
21 where overtime was worked and the additional compensation was earned for the purpose of
22 calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or
23 manipulation of time entries to show less hours than actually worked, for paying straight pay instead
24 of overtime pay, and by attempting but failing to properly implement an alternative workweek
25 schedule ("AWS") (including, without limitation, by failing to implement a written agreement
26 designating the regularly scheduled alternative workweek in which the specified number of work
27 days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot election,
28 before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the

1 work unit; failing to follow the notice/disclosures procedures prior to any AWS election; and/or
2 failing to register an AWS election with the State of California, as required by Labor Code section
3 511 and applicable Wage Orders), to the detriment of Aggrieved Employees.

4 11. At all relevant times mentioned herein, Defendants had and have a practice or policy
5 of failing to compensate Aggrieved Employees with minimum wages for all hours worked or
6 otherwise under Defendants' control as a result of, without limitation, failing to accurately track
7 and/or pay for all minutes actually worked; by requiring Aggrieved Employees: to remain on-call;
8 to suffer under Defendants' control to complete pre-shift tasks before clocking in and post-shift
9 tasks after clocking out, to clock out for meal periods and continue working, to don and doff
10 uniforms off the clock, to attend company meetings off the clock, to make phone calls off the clock;
11 detrimental rounding of employee time entries, editing and/or manipulation of time entries to show
12 less hours than actually worked; failing to pay reporting time pay; paid time off and vacation time
13 owed; and failing to pay split shift premiums, to the detriment of Aggrieved Employees.

14 12. At all relevant times mentioned herein, Defendants had and have a policy or practice
15 of failing to provide Aggrieved Employees a thirty (30) minute uninterrupted, timely, and complete
16 meal period for days on which the employee worked in excess of five (5) and ten (10) hours per day
17 without being afforded uninterrupted, timely, and complete 30-minute meal periods or
18 compensation in lieu thereof including, without limitation, by interrupting meal periods; not
19 providing timely meal periods; failing to provide first and second meal periods; providing short
20 meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal
21 periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal
22 periods; and auto-deducting meal periods that could not be auto-deducted by law or during which
23 employees worked, as required by California wage and hour laws.

24 13. At all relevant times mentioned herein, Defendants had and have a policy or practice
25 of failing to provide Aggrieved Employees paid, uninterrupted, timely, and complete rest periods of
26 at least ten (10) minutes per four (4) hours worked or major fractions thereof, or compensation in
27 lieu thereof, including, without limitation, by failing to provide rest periods all together; requiring
28 that they be bundled together and/or with meal periods; interrupting them; requiring that employees

1 carry cellular telephones or walkie-talkies during rest periods not providing them in a timely fashion;
2 and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest
3 periods, as required by California wage and hour laws.

4 14. At all times relevant hereto, Defendants had and have a policy or practice of failing
5 to permit Aggrieved Employees from taking cooldown rest periods as required under California
6 Code of Regulations, Title 8, Section 3395, and have failed to pay premium pay in lieu thereof under
7 Labor Code section 226.7.

8 15. At all times relevant hereto, Defendants had and have a policy or practice of failing
9 to pay premium payments under Labor Code section 226.7 to Aggrieved Employees for non-
10 compliant meal periods and rest periods, as well as the failure to provide cooldown periods, at the
11 proper regular rate of pay in violation of Labor Code sections 512, 226.7, and applicable wage
12 orders.

13 16. At all times mentioned herein, Defendants had and have a policy or practice of
14 unlawfully deducting wages due, or to become due, or as an advance on wages to be earned; an
15 order, check, draft, note, memorandum, gift card, or other acknowledgment of indebtedness, (unless
16 it was negotiable and payable in cash, on demand, without discount, at some established place of
17 business in the state), the name and address of which must but did not appear on the instrument, and
18 at the time of its issuance and for a reasonable time thereafter, which must be but was not at least
19 30 days, the maker or drawer did not have sufficient funds in, or credit arrangement, or
20 understanding with the drawee for its payment of any scrip, coupon, or other thing redeemable, in
21 merchandise, or purporting to be payable or redeemable otherwise than in money. Plaintiff is further
22 informed and believes, and based thereon alleges that such wages were not compensated at the
23 "regular rate" of compensation as provided under Labor Code sections 226.7 and 510, subsection
24 (a).

25 17. At all relevant times mentioned herein, Defendants had and have a policy or practice
26 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
27 Aggrieved Employees with itemized wage statements that accurately reflect gross wages earned;
28 total hours worked by the employee; net wages earned; all deductions; all applicable hourly rates in

1 effect during the pay period and the corresponding number of hours worked at each hourly rate by
2 the employee; the legal name of the employer and/or the name and address of the legal entity
3 securing the employer's services if the employer is a farm labor contractor; and other such
4 information as required by Labor Code section 226, subdivision (a).

5 18. At all relevant times mentioned herein, Defendants had and have a policy or practice
6 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
7 Aggrieved Employees with documents signed to obtain or hold employment under Labor Code
8 section 432, personnel records under Labor Code section 1198.5, and time records under Labor
9 Code section 1174, making it difficult for Aggrieved Employees to calculate their unpaid wages
10 and/or premium payments, to the detriment of Aggrieved Employees.

11 19. At all relevant times mentioned herein, Defendants had and have a policy or practice
12 of failing to timely pay Aggrieved Employees, among other wages, all wages owed as a result of
13 Defendants' practice or policy of failing to pay, among other wages, overtime wages at the regular
14 rate of pay, minimum wages, premium wages at the regular rate of pay, paid time off, paid sick
15 leave, and vacation time owed as required by Labor Code sections 201, 202, and 203.

16 20. At all relevant times herein, Defendants had and have a policy or practice of failing
17 to pay Aggrieved Employees their paid time off and vacation time owed upon separation of
18 employment as wages at their final rate of pay in violation of Labor Code section 227.3 and
19 applicable Wage Orders.

20 21. At all relevant times mentioned herein, Defendants have had a policy or practice of
21 failing and refusing, and continue to fail and refuse, to reimburse employees, including, without
22 limitation, Aggrieved Employees, with their costs incurred for driving personal vehicles (*i.e.*,
23 mileage and gas), purchasing uniforms, including, without limitation, for steel-toe boots, non-slip
24 shoes, and other safety and/or personal protective equipment ("PPE"), providing uniform and other
25 deposits, separately laundering mandatory uniforms, for the purchase of tools, and for the purchase
26 and maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge
27 of their duties, or of their obedience to the directions of Defendants, as required by Labor Code
28 2802.

1 22. At all relevant times mentioned herein, Defendants have had a policy or practice of
2 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
3 Protection Act of 2011) by, among other things, failing to provide Aggrieved Employees with the
4 rates of pay and overtime rates of pay applicable to their employment; allowances claimed as part
5 of the minimum wage; the regular payday designated by Defendants; the name, address, and
6 telephone number of the workers' compensation insurance carrier; information regarding paid sick
7 leave; and other pertinent information required to be disclosed by Defendants under Labor Code
8 section 2810.5.

9 23. At all relevant times mentioned herein, Defendants failed to provide Aggrieved
10 Employees with the amount of paid sick leave required to be provided pursuant to California law
11 (including, without limitation Labor Code section 245, *et seq.*), and also did not permit its use upon
12 request as contemplated under California laws, to the detriment of Aggrieved Employees.

13 24. At all relevant times mentioned herein, Defendants had or have a policy or practice
14 of failing to reimburse deposits made, including uniform deposits, together with all interest owed at
15 the separation of employment in violation of Labor Code section 404.

16 25. At all relevant times mentioned herein, Defendants have had a policy or practice of
17 failing to pay Aggrieved Employees their wages in accordance with Labor Code Section 204, which
18 requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month
19 shall be paid for between the 16th and 26th day of the month during which the labor was performed,
20 and labor performed between the 16th and the last day, inclusive of any calendar month, shall be
21 paid for between the 1st and 10th day of the following month."

22 26. At all times mentioned herein, Defendants have had, and continue to have, a policy
23 of failing to provide all working employees with suitable seats when the nature of the work
24 reasonably permits the use of seats. Defendants have also failed to place an adequate number of
25 seats in reasonable proximity to the work area and/or permitted employees to use such seats when
26 it does not interfere with the performance of their duties and employees are not engaged in the active
27 duties of their employment, and the nature of their work requires standing.
28

1 27. At all times mentioned herein, Defendants have had, and continue to have, a policy
2 of failing to provide all temporary workers with owed wages weekly by not later than the regular
3 payday of the following week.

4 28. At all times mentioned herein, Defendants have had, and continue to have, a policy
5 of failing to provide adequate and readily accessible sanitation facilities; a regular schedule for
6 servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and
7 serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or
8 blowers; and a sufficient number of toilets to be used by each sex of employee.

9 29. At all times mentioned herein, Defendants have had, and continue to have, a policy
10 of failing to conducting unlawful background checks on prospective and current employees prior to
11 making a conditional offer. Plaintiff is informed and believes, and based thereon alleges, that
12 Defendants violated applicable laws by, without limitation: requiring job applicants and employees
13 to disclose their conviction history before Defendants made a conditional offer of employment;
14 inquiring into or considering the conviction history of applicants before Defendants made any
15 conditional offers of employment; considering, distributing, or disseminating information about
16 arrests not followed by conviction, referrals to or participation in a pretrial or posttrial diversion
17 program, convictions that have been sealed, dismissed, expunged, or statutorily eradicated pursuant
18 to law, or any conviction for which the convicted person has received a full pardon or has been
19 issued a certificate of rehabilitation, while conducting conviction history background checks in
20 connection with any applications for employment; intending to deny an applicant a position of
21 employment solely or in part because of the applicant's conviction history; and asking applicants
22 for employment to disclose, through any written form or verbally, information concerning or related
23 to an arrest, detention, processing, diversion, supervision, adjudication, or court disposition that
24 occurred while the person was subject to the process and jurisdiction of the juvenile court, to the
25 detriment of Aggrieved Employees

26 30. At all times mentioned herein, Defendants have had, and continue to have, a practice
27 or policy of relying on the salary history information of an applicant for employment as a factor in
28 determining whether to offer employment to an applicant or what salary to offer the applicant in

1 violation of Labor Code section 432.3 by including, on Defendants' application for employment, an
2 inquiry regarding current and/or former salary history information, including, without limitation,
3 compensation and benefits of the applicant for employment.

4 31. At all times mentioned herein, Defendants have had, and continue to have, a practice
5 or policy of requiring Aggrieved Employees to agree in writing to confidentiality policies that
6 unlawfully restrain trade by prohibiting Aggrieved Employees from speaking with prospective
7 employers about their work with Defendants, including but not limited to their wages and working
8 conditions. Defendants also required Aggrieved Employees to inform prospective employers of
9 Defendants' restrictions of Aggrieved Employees' freedom to work.

10 32. At all relevant times mentioned herein, Defendants had and have a policy or practice
11 of preventing Aggrieved Employees from using or disclosing the skills, knowledge and experience
12 they obtained at Defendants for purposes of competing with Defendants, including, without
13 limitation, preventing Aggrieved Employees from disclosing their wages in negotiating a new job
14 with a prospective employer, and from disclosing who else works at Defendants and under what
15 circumstances that they might be receptive to an offer from a rival employer. Plaintiff is informed
16 and believes that this policy and/or practice violates Business and Professions Code sections 17200,
17 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor
18 Code sections 232, 232.5, and 1197.5, subdivision (k).

19 33. Defendants had and have a policy or practice of preventing Aggrieved Employees
20 from disclosing violations of state and federal law, either within Defendants to their managers or
21 outside to private attorneys or government officials, among others, in violation of Business and
22 Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. In addition,
23 Plaintiff is informed and believes that Defendants' herein-described policies and/or practices
24 prevent Aggrieved Employees from disclosing information about unsafe or discriminatory working
25 conditions, or about wage and hour violations in violation of Labor Code section 232 and 232.5.

26 34. Defendants had and have a policy or practice of preventing Aggrieved Employees
27 from engaging in lawful conduct during non-work hours, thus violating state statutes entitling
28 employees to disclose wages, working conditions, and illegal conduct, including, without limitation,

1 Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5, subdivision (k). Plaintiff is
2 informed and believes that this lawful conduct includes the exercise of Aggrieved Employee's
3 constitutional rights of freedom of speech and economic liberty.

4 35. Plaintiff, in Plaintiff's representative capacity *only*, seeks civil penalties under Labor
5 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts on behalf of
6 only and all other Aggrieved Employees, which violate the California Labor Code as described
7 above.

8 **PARTIES**

9 **A. Plaintiff**

10 36. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
11 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
12 exempt janitor, with duties that included, but were not limited to, cleaning, vacuuming, and mopping
13 offices. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff Ricardo Reveles
14 Valenzuela worked for Defendants from approximately September 2019 through approximately
15 October 2023.

16 **B. Defendants**

17 37. Plaintiff is informed and believes and based thereon alleges that defendant Hadley
18 is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of
19 the laws of the State of California and doing business in the County of Ventura, State of California.

20 38. The true names and capacities, whether individual, corporate, associate, or otherwise,
21 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
22 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
23 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
24 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
25 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
26 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
27 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
28 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or

1 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
2 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
3 include Hadley, and any of their parent, subsidiary, or affiliated companies within the State of
4 California, as well as DOES 1 through 100 identified herein.

5 **JOINT LIABILITY ALLEGATIONS**

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

11 40. All of the acts and conduct described herein of each and every corporate defendant
12 was duly authorized, ordered, and directed by the respective and collective defendant corporate
13 employers, and the officers and management-level employees of said corporate employers. In
14 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
15 their said employees, agents, and representatives, and each of them; and upon completion of the
16 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
17 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
18 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
19 aforementioned corporate employees, agents and representatives.

20 41. Plaintiff is informed and believes, and based thereon alleges, that despite the
21 formation of the purported corporate existence of Hadley, and DOES 1 through 50, inclusive (the
22 “Alter Ego Defendants”), they, and each of them, are one and the same with DOES 51 through 100
23 (“Individual Defendants”), and each of them, due to, but not limited to, the following reasons:

24 a. The Alter Ego Defendants are completely dominated and controlled by the
25 Individual Defendants who personally committed the wrongful and illegal acts and violated the laws
26 as set forth in this Complaint, and who have hidden and currently hide behind the Alter Ego
27 Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or
28 inequitable purpose;

b. The Individual Defendants derive actual and significant monetary benefits by and through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego Defendants as the funding source for the Individual Defendants' own personal expenditures;

c. Plaintiff is informed and believes, and thereon alleges, that the Individual Defendants and the Alter Ego Defendants, while really one and the same, were segregated to appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other wrongful or inequitable purpose;

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

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

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

42. 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.

FIRST CAUSE OF ACTION

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

43. 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

44. 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.”

45. 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.”

46. At all relevant times herein, Defendants have had a consistent policy or practice of failing to pay Aggrieved Employees during their employment on a timely basis as per Labor Code section 204. Thus, pursuant to Labor Code section 210, Aggrieved Employees are entitled to recover civil penalties for Defendants’ violations of Labor Code section 204, 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 Aggrieved Employee for each subsequent violation in connection with each payment that was made in violation of Labor Code section 204.

47. Plaintiff does not seek to recover Plaintiff’s 25% share of civil penalties for the particular Labor Code violation(s) that Plaintiff experienced.

Civil Penalties Under Labor Code § 226.3

48. 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;

1 all applicable hourly rates in effect during the pay period and the corresponding number of hours
2 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
3 entity securing the employer's services if the employer is a farm labor contractor; and other such
4 information as required by Labor Code section 226, subdivision (a).

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

10 50. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in
11 this section are in addition to any other penalty provided by law."

12 51. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
13 and have a policy or practice of failing to furnish Aggrieved Employees with itemized wage
14 statements that accurately reflect gross wages earned; total hours worked; net wages earned; all
15 deductions; all applicable hourly rates in effect and the corresponding number of hours worked at
16 each hourly rate in effect during the pay period; the legal name of the employer and/or the name and
17 address of the legal entity securing the employer's services if the employer is a farm labor contractor;
18 and other such information as required by Labor Code section 226, subdivision (a).

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

24 53. Plaintiff does not seek to recover Plaintiff's 25% share of civil penalties for the
25 particular Labor Code violation(s) that Plaintiff experienced.

26 Violation of Labor Code § 558

27 54. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
28 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating

1 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
2 penalty as follows:

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

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

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

10 55. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
11 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
12 causing Aggrieved Employees not to: be paid with the rates of pay and overtime rates of pay
13 applicable to their employment, allowances claimed as part of the minimum wage, the regular
14 payday designated by employer, the name of the employer, including any “doing business as” names
15 used, the name, address, and telephone number of the workers’ compensation insurance carrier,
16 information regarding paid sick leave, and other pertinent information.

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

22 57. Plaintiff does not seek to recover Plaintiff’s 25% share of civil penalties for the
23 particular Labor Code violation(s) that Plaintiff experienced.

24 Violation of Labor Code § 1174.5

25 58. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
26 every person employing labor in California to “[a]llow any member of the commission or the
27 employees of the Division of Labor Standards Enforcement free access to the place of business or
28 employment of the person to secure any information or make any investigation that they are

1 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
2 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
3 or papers of the person.”

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

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

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

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

26 63. As a direct and proximate result of the herein-described Labor Code violations,
27 pursuant to Labor Code section 1174.5, Aggrieved Employees are entitled to recover civil penalties
28 for Defendants’ herein-described Labor Code violations in the amount of five hundred dollars

1 (\$500) per violation per Aggrieved Employee.

2 64. Plaintiff does not seek to recover Plaintiff's 25% share of civil penalties for the
3 particular Labor Code violation(s) that Plaintiff experienced.

4 Violation of Labor Code § 1197.1

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

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

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

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

25 66. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
26 Aggrieved Employees not to be paid minimum wages as a result of Defendants, without limitation,
27 routinely failing to pay Aggrieved Employees' minimum wages for all hours worked or otherwise
28 under Defendants' control due to, without limitation, routinely failing to accurately track and/or pay

1 for all hours actually worked; detrimental rounding or manipulation of time entries; paying straight
2 pay instead of overtime or otherwise failing to pay overtime hours at the proper overtime rate of
3 pay; engaging, suffering, or permitting employees to work off the clock, entitling Plaintiff and other
4 Aggrieved Employees to actual and liquidated damages.

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

10 68. Plaintiff does not seek to recover Plaintiff's 25% share of civil penalties for the
11 particular Labor Code violation(s) that Plaintiff experienced.

12 Civil Penalties Under Labor Code § 2699

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

19 70. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
20 Code except those for which a civil penalty is specifically provided, the established civil penalty for
21 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
22 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
23 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
24 employee per pay period for each subsequent violation.

25 71. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
26 each of them, violated the Labor Code sections described herein, including, without limitation, for
27 the failure to: pay the rates of pay and overtime rates of pay applicable to their employment,
28 allowances claimed as part of the minimum wage, the regular payday designated by Defendants, the

1 name of the employer, including “doing business as” names used, the name, address, and telephone
2 number of the workers’ compensation insurance carrier, information regarding paid sick leave, and
3 other pertinent information required to be disclosed by Defendants under Labor Code section
4 2810.5, failing to provide Aggrieved Employees with the amount of paid sick leave required to be
5 provided pursuant to California and local laws.

6 72. Moreover, Aggrieved Employees within the State of California are entitled to an
7 award of reasonable attorneys’ fees and costs in connection with their herein-described claims for
8 civil penalties.

9 73. Plaintiff does not seek to recover Plaintiff’s 25% share of civil penalties for the
10 particular Labor Code violation(s) that Plaintiff experienced.

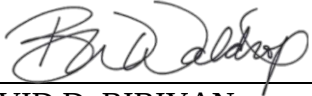
11 **PRAYER**

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

- 14 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
15 1174.5, 1197.1, and 2699 for all Aggrieved Employees aside from Plaintiff;
16 B. An award of reasonable attorneys’ fees and costs pursuant to Labor Code sections
17 210, 226.3, 558, 1174.5, 1197.1, and 2699;
18 C. Pre-judgment and post-judgment interest;
19 D. For costs of suit incurred herein; and
20 E. Such other and further relief as the Court deems just and proper.

21 Dated: May 3, 2024

BIBIYAN LAW GROUP, P.C.

22
23 BY: 

24 DAVID D. BIBIYAN
25 JEFFREY D. KLEIN
26 BROOKE WALDROP

27 Attorneys for Plaintiff RICARDO REVELES
28 VALENZUELA, as an aggrieved employee on
behalf of all other aggrieved employees under
the Labor Code Private Attorneys’ General
Act of 2004