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Attorney for Plaintiffs, ALEJANDRA CEJA
and HECTOR ZAMORA CEJA, as an aggrieved
employees, and on behalf of all other
aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF PLUMAS**

ALEJANDRA CEJA and HECTOR
ZAMORA CEJA, as an aggrieved employees,
and on behalf of all other aggrieved employees
under the Labor Code Private Attorneys'
General Act of 2004,

Plaintiffs,

v.

ZABALA VINEY ARDS, INC., a California
Corporation; CALISTAR LABOR
CONTRACTING, INC., a California
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: CV25-00165

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]

**ENDORSED
Plumas Superior Court**

JUL 18 2025

SUE SELEGAN-DOSTAL,
Clerk of the Court

By LLee
Deputy Clerk

By Fax

1 Plaintiffs ALEJANDRA CEJA and HECTOR, as an aggrieved employees, and on behalf of
2 all other aggrieved employees under the Labor Code Private Attorneys' General Act of 2004, alleges
3 as follows:

4 **JURISDICTION AND VENUE**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys'
6 General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against Zabala
7 Vineyards, Inc., and any of its respective subsidiaries or affiliated companies within the State of
8 California ("ZABALA VINEYARDS"); Calistar Labor Contracting, Inc., and any of its respective
9 subsidiaries or affiliated companies within the State of California ("CALISTAR LABOR
10 CONTRACTING" and collectively, with ZABALA VINEYARDS and DOES 1 through 100, as
11 further defined below, "Defendants") as a proxy of the Labor and Workforce Development Agency
12 of the State of California ("LWDA"), on behalf of Plaintiffs and all other current and former non-
13 exempt employees of Defendants working within the Civil Penalty Period, as further defined herein,
14 and, as it pertains to the alleged claims for failure to comply with the Labor Code. Specifically, in
15 connection with the alleged claims for failure to comply with Labor Code sections 96, 98.6, 201,
16 202, 203, 204, 210, 221, 223, 222.5, 226, 226.3, 227.3, 232, 232.5, 235, 245, 246, 432, 432.3, 432.5,
17 432.7, 432.8, 1102.5, 1197.5, 1198, and 1198.5, Plaintiffs seek to represent all employees of
18 ZABALA VINEYARDS AND CALISTAR LABOR CONTRACTING, and each of them, DOES
19 1 through 100, as well as their parents, subsidiaries and affiliates (hereinafter, collectively,
20 "Defendants") working within three years preceding the date of filing Notice with the LWDA and
21 continuing past the LWDA Notice filing date into perpetuity ("Civil Penalty Period"). On all other
22 claims mentioned herein, Plaintiffs seek to represent only non-exempt employees of Defendants
23 working within the Civil Penalty Period. Collectively, those employees shall be known as
24 "Aggrieved Employees" herein.

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

27 3. Venue is proper in Plumas County, California pursuant to Code of Civil Procedure
28 sections 392, *et seq.* because, among other things, Plumas County is where Defendant maintains a

1 place of business that employs a number of aggrieved employees and is a county in which
2 Defendant, or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect
3 on Aggrieved Employees in Plumas County, and because Defendants employ Aggrieved Employees
4 in Plumas County.

5 4. Plaintiffs are “aggrieved employees” under PAGA, as Plaintiffs were employed by
6 Defendants during the Civil Penalty Period and suffered the Labor Code violations set forth herein,
7 even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiffs seek
8 to recover civil penalties under the Labor Code Private Attorneys’ General Act of 2004, codified at
9 Labor Code section 2698, *et seq.* (“PAGA”), as amended, plus reasonable attorneys’ fees and costs,
10 for Plaintiffs and all other current and former Aggrieved Employees of Defendants during the Civil
11 Penalty Period.

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

16 6. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
17 96, 98.6, 201, 201.3, 202, 203, 204, 206.5, 210, 221, 223, 222.5, 226, 226.3, 226.7, 227.3, 231, 232,
18 232.5, 233, 235, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 510, 512, 551, 552, 558, 1101, 1102,
19 1102.5, 1174, 1174.51182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1197.5, 2673, 2800, 2802,
20 2810.5, 2699, among others, California Code of Regulations, Title 8, Sections 1527, 3366, 3395,
21 3396, 3457, Business and Professions Code sections 16600, 16721, and 17200, Government Code
22 section 12952, as well as applicable Wage Orders.

23 7. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
24 such as Plaintiffs, on behalf of Plaintiffs and all other current and former Aggrieved Employees
25 within the Civil Liability Period, to bring a civil action to recover civil penalties pursuant to the
26 procedures specified in Labor Code section 2699.3.

27 8. On or around September 26, 2024, Plaintiff ALEJANDRA CEJA provided written
28 notice pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt

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

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

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

13 11. In the event that Defendants, or either of them, is/are determined to have, prior to
14 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
15 and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions
16 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
17 2699(g)(1)-(3).

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

22 13. Plaintiff ALEJANDRA CEJA is further informed and believes that within five (5)
23 years of any of violations described above, the LWDA or a court has issued a finding or
24 determination to the Defendants, or either of them, that its/their policy or practice giving rise to such
25 violations was unlawful, and thus Defendants, or any of them, is/are further liable for civil penalties
26 pursuant to Labor Code section 2699(f)(2)(B)(i). Plaintiff ALEJANDRA CEJA is informed that
27 Defendants, or any of them, was/were found to have unlawfully committed some or all of the above-
28 related Labor Code violations, and thus is/are subject to increased penalties, as applicable, under

1 Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are **not** eligible for reduced
2 penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior
3 to or after the serving of this notice. Regardless, as the Defendants' conduct giving rise to the
4 violations detailed herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is
5 subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code
6 sections 2699(g)(3) and 2699(h)(3), are **not** eligible for reduced penalties under either 2699(g) or
7 2699(h), for remedying violations either prior to or after the Employer's receipt of this notice.

8 14. On or around October 30, 2024, Plaintiff ALEJANDRA CEJA provided an amended
9 written notice adding Plaintiff HECTOR ZAMORA CEJA pursuant to Labor Code section 2699.3
10 online and by certified mail, with return receipt requested, of Defendants' violation of various,
11 including the herein-described, provisions of the Labor Code, to the LWDA, as well as by certified
12 mail, with return receipt requested to Defendants, and each of them.

13 15. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
14 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
15 calendar days of the October 30, 2024 postmarked date of the herein-described notice sent by
16 Plaintiffs to the LWDA and Defendants.

17 **PAGA REPRESENTATIVE ALLEGATIONS**

18 16. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
19 each of them, had and have a policy or practice of requiring Plaintiffs and other Aggrieved
20 Employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7)
21 straight workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying
22 them proper overtime wages every day, as a result of, without limitation, failing to accurately track
23 and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work
24 off the clock, including, without limitation, by requiring employees: to come early to work and leave
25 late work without being able to clock in for all that time, to suffer under Employer's control due to
26 pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods
27 and continue working, to clock out for rest periods, to don and doff uniforms and/or safety
28 equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off

1 the clock; failing to include all forms of remuneration, including non-discretionary bonuses,
2 incentive pay, meal allowances, and other forms of remuneration into the regular rate of pay for the
3 pay periods where overtime was worked and the additional compensation was earned for the purpose
4 of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or
5 manipulation of time entries to show less hours than actually worked, for paying straight pay instead
6 of overtime pay, for failure to pay overtime as required by Labor Code section 226.2 all to the
7 detriment of Employee and other Aggrieved Employees. Consequently, Employee is informed and
8 believes, and based thereon alleges, that Employer violated Labor Code sections 221, 223, 510, 551,
9 552, 1194, 1198, and applicable Wage Orders based on its practice of providing total compensation
10 that is less than the required legal overtime compensation for the overtime worked, entitling
11 Employee and other aggrieved employees to damages, including, without limitation, at least one
12 hour of unpaid overtime wages each day worked by each Aggrieved Employee during the Civil
13 Penalty Period. Employee further informed and believes, and based thereon alleges, that Employer's
14 conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
15 Employer would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure
16 to timely pay these wages), 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
17 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section
18 2699(f)(2)(B)(ii).

19 17. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
20 each of them, had and have a practice or policy of failing to compensate Plaintiffs and other
21 Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's
22 control every day as a result of, without limitation, failing to accurately track and/or pay for all
23 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
24 including, without limitation, by requiring employees: to come early to work and leave late work
25 without being able to clock in for all that time, to suffer under Defendants' control due to long lines
26 for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out,
27 to clock out for meal periods and continue working, to clock out for rest periods, to don and doff
28 uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off

1 the clock, to store and retrieve personal belongings off the clock, to attend company meetings off
2 the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock;
3 detrimental rounding of employee time entries; failing to pay the minimum amounts required under
4 Labor Code section 226.2; editing and/or manipulation of time entries to show less hours than
5 actually worked; and failing to pay split shift premiums. In addition, Plaintiffs and other Aggrieved
6 Employees were required to report to work, and did report, but were not put to work and/or were
7 furnished less than half their usual or scheduled day's work without being paid for half the usual or
8 scheduled work at their regular rate of pay. As such, Plaintiffs are informed and believe, and based
9 thereon allege, that Defendants violated, without limitation, Labor Code sections 221, 223, 1197,
10 1182.12, Cal. and applicable Wage Orders based on its continued failure to pay minimum wages for
11 all hours worked, that Plaintiffs and other Aggrieved Employees personally suffered these
12 violations, and that Plaintiffs and other Aggrieved Employees are entitled to actual and liquidated
13 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198 to compensate them
14 for at least one unpaid hour of work per day for each Aggrieved Employee in the Civil Penalty
15 Period. Employees further informed and believe, and based thereon alleges, that Defendants'
16 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendant
17 would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely
18 pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
19 2699(k). Defendant would further be liable for civil penalties pursuant to Labor Code section
20 2699(f)(2)(B)(ii).

21 18. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
22 and have a practice or policy of failing to compensate Plaintiffs and other Aggrieved Employees
23 with minimum wages for all hours worked or otherwise under Employer's control every day as a
24 result of, without limitation, failing to accurately track and/or pay for all minutes actually worked;
25 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
26 by requiring employees: to come early to work and leave late work without being able to clock in
27 for all that time, to suffer under Defendants' control due to pre-shift tasks before clocking in and
28 post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out

1 for rest periods, to attend company meetings off the clock, to make phone calls, receive and respond
2 to emails and/or texts off-the-clock; detrimental rounding of employee time entries; editing and/or
3 manipulation of time entries to show less hours than actually worked; and failing to pay split shift
4 premiums. In addition, Plaintiffs and other Aggrieved Employees were required to report to work,
5 and did report, but were not put to work and/or were furnished less than half their usual or scheduled
6 day's work without being paid for half the usual or scheduled work at their regular rate of pay. These
7 acts and/or omissions violated Labor Code section 1198, and, thus Defendants would be liable for
8 civil penalties pursuant to these sections and Labor Code section 2699, or injunctive relief under
9 sections 2699(e)(1) and 2699(k). Plaintiffs further informed and believe, and based thereon alleges,
10 that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
11 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
12 2699(f)(2)(B)(ii).

13 19. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
14 each of them, had and have a policy or practice of compelling Plaintiffs and other Aggrieved
15 Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours
16 per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
17 compensation in lieu thereof including, each workday, without limitation: by interrupting meal
18 periods; not providing timely meal periods; failing to provide first and second meal periods;
19 providing short meal periods, including without, limitation meal periods that were recorded for less
20 than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer
21 but in practice were shorter than thirty minutes due to time required to walk to and from a suitable
22 break area, and /or having to retrieve and store personal belongings during the meal period; requiring
23 that employees carry cellular telephones or walkie-talkies during meal periods; not permitting
24 employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-
25 deducting meal periods that could not be auto-deducted by law or during which employees
26 worked. Plaintiffs and other Aggrieved Employees personally suffered these violations.
27 Consequently, Plaintiffs are informed and believe, and based thereon allege, that Defendants
28 violated Labor Code sections 221, 223, 512 and 1198 each day for each Aggrieved Employee during

1 the Civil Penalty Period, and that, thus each Aggrieved Employee was owed one hour of premium
2 pay at their regular rate of pay for each day worked during the Civil Penalty Period under Labor
3 Code section 226.7. However, Plaintiffs are informed and believe that those premium payments
4 under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either
5 at all or at the proper regular rate of pay. Defendant would thus be liable for civil penalties pursuant
6 to Labor Code sections 210 (for failure to timely pay these wages), 221, 223, 558, 1198 and 2699
7 for both failing to authorize the taking of compliant meal periods and for failing to provide premium
8 pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k).
9 Plaintiffs further informed and believe, and based thereon alleges, that Defendants' conduct above
10 gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be
11 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

12 20. Plaintiffs are informed and believe, and based thereon allege, that Defendants
13 maintain policies or practices of compelling Plaintiffs and other Aggrieved Employees every day
14 to, including, without limitation, work over four-hour periods (or major fractions thereof) without
15 authorizing and permitting Plaintiffs and other Aggrieved Employees to take uninterrupted, timely,
16 and complete ten-minute rest periods in which the employees are completely relieved of all of their
17 duties, including, without limitation: by failing to provide rest periods all together; failing to provide
18 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
19 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
20 than ten uninterrupted minutes due to, without limitation, due to time required to walk to and from
21 a suitable break area, time spent having to don and doff safety gear during the rest period, having to
22 retrieve and store personal belongings during the rest period, and/or having to undergo security or
23 bag checks during the rest period, requiring that they be bundled together and/or with meal periods;
24 interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest
25 periods; not providing rest periods in a timely fashion; and not permitting employees to leave the
26 premises; and otherwise requiring on-duty/on-call rest periods. Employees and other Aggrieved
27 Employees personally suffered these violations. Consequently, Plaintiffs are informed and believe,
28 and based thereon allege, that Defendants violated the applicable Wage Order(s) each day for each

1 Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed
2 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period
3 under Labor Code section 226.7. However, Plaintiffs are informed and believes that those premium
4 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
5 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
6 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
7 (for failure to timely pay these wages), 221, 223, 558, 1198 and 2699 for both failing to authorize
8 the taking of compliant rest periods and for failing to provide premium pay under Labor Code
9 section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further
10 informed and believe, and based thereon alleges, that Defendants' conduct above gave rise to such
11 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
12 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 21. In addition to the above, Plaintiffs are informed and believe, and based thereon allege
14 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
15 statements and similar payroll documents under Labor Code section 226, documents signed to
16 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
17 section 1198.5, time records under Labor Code section 1174, the names and addresses of all
18 employees employed and the ages of all minors under Labor Code section 1174, subsection (c),
19 payroll records showing the hours worked daily by and the wages paid to, and the number of piece-
20 rate units earned by, and applicable piece rate paid to, employees employed at the respective place
21 of employment under Labor Code section 1174, subsection (d), as well as the information required
22 to be kept under Labor Code sections 2673 making it difficult for Employee and other aggrieved
23 employees to calculate their unpaid wages and/or premium payments. Employer also failed to
24 provide these documents to Employee and other Aggrieved Employees upon request in violation of
25 these Labor Code sections, as well as Labor Code section 1198. Plaintiffs and the Aggrieved
26 Employees personally suffered these violations, which in turn would entitle Plaintiffs and other
27 Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants
28 would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, 1198, and 2699.

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

4 22. As a result of, among other things, Defendants' herein-described policy or practice
5 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
6 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
7 rest periods, as described above, and due to independent failures in connection therewith, Plaintiffs
8 are informed and believe, and based thereon allege, that Defendants also intentionally failed and
9 continues to fail to furnish Aggrieved Employees, including, without limitation, Plaintiffs, with
10 itemized wage statements that accurately reflect: gross wages earned; total hours worked by the
11 employee; net wages earned; the inclusive dates of the period for which the employee is paid; the
12 name of the employee and only the last four digits of their social security number or an employee
13 identification number other than a social security number; all deductions; all applicable hourly rates
14 in effect during the pay period and the corresponding number of hours worked at each hourly rate
15 by the employee; the legal name and address Defendants (and, in the case of a farm labor contractor,
16 the name and address of the legal entity that secured the services of the employer); and other such
17 information as required by Labor Code section 226, subdivision (a) , as well as Labor Code section
18 226.2 to the extent it does not include for piece-rate work the information required therein including,
19 without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-
20 productive time and rest and recovery periods. Specifically, Defendants intentionally failed to
21 furnish employees with itemized wage statements that accurately reflect the hours worked by
22 Plaintiffs and other Aggrieved Employees and the rates of pay at which they were or should have
23 been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to
24 reflect gross and net wages earned and paid at each rate, as well. Consequently, Employees are
25 informed and believes, and based thereon alleges, that Employer violated Labor Code sections 226,
26 1696.5 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus
27 Employee and each Aggrieved Employee personally suffered these violations and was owed
28 penalties under Labor Code section 226 for each pay period worked during the PAGA Period.

1 Plaintiffs are informed and believe that those penalties under Labor Code section 226 were not paid
2 for these violations of Labor Code section 226. Defendants would thus be liable for civil penalties
3 pursuant to Labor Code sections 226.2, 226.3, 558, 1198, 1696.5 and 2699. Plaintiffs are further
4 informed and believe, and based thereon alleges, that Defendants' conduct above gave rise to such
5 violations was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
6 penalties pursuant to Labor Code sections 226.2, 226.3, 558, and 2699, or injunctive relief under
7 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
8 Labor Code section 2699(f)(2)(B)(ii).

9 23. Plaintiffs are informed and believe, and based thereon allege, that Defendants also
10 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
11 compensation to Plaintiffs and other terminated or resigned employees, including but not limited to,
12 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
13 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at
14 the proper regular rate of pay, among other things. Consequently, Plaintiffs are informed and
15 believe, and based thereon allege, that Defendants violated Labor Code sections 201, 202 203, 203.5
16 and 1198 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus
17 Plaintiffs and each Aggrieved Employee personally suffered these violations and were owed
18 penalties under Labor Code section 203 for each pay period worked during the PAGA Period.
19 However, Plaintiffs are informed and believe that those penalties under Labor Code section 203
20 were not made for these violations of Labor Code sections 201, 202, 203. Plaintiffs are further
21 informed and believe, and based thereon alleges, that Defendants' conduct above gave rise to such
22 violations was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
23 penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections
24 2699(e)(1) and 2699(j). Defendants would further be liable for civil penalties pursuant to Labor
25 Code section 2699(f)(2)(B)(ii).

26 24. Plaintiffs are informed and believe, and based thereon allege, that Defendants
27 required or require the execution of a release of claim or right on account of wages due, or to become
28 due, or made as an advance on wages to be earned, including, without limitation, as a condition of

1 being paid, to execute a statement of the hours worked during a pay period in which Defendants
2 knew to be false. As such, Plaintiffs are informed and believe, and based thereon allege that
3 Defendants violated Labor Code sections 206.5 and 1198, and that Plaintiffs and other Aggrieved
4 Employees have personally suffered these violations. Plaintiffs are further informed and believe,
5 and based thereon alleges, that Defendants' conduct above gave rise to such violations was
6 malicious, fraudulent, or oppressive. Defendants would be liable for civil penalties pursuant to
7 Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
8 Defendants would further be liable for civil penalties pursuant to Labor Code section
9 2699(f)(2)(B)(ii).

10 25. Plaintiffs are further informed and believe, and based thereon alleges that Defendants
11 failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor
12 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
13 to provide Plaintiffs and other Aggrieved Employees with the rates of pay and overtime rates of pay
14 applicable to their employment, allowances claimed as part of the minimum wage, the regular
15 payday designated by Defendants, the name of the employer, including any "doing business as"
16 names used, the name, address and telephone number of the workers' compensation insurance
17 carrier, information regarding paid sick leave, and other pertinent information required to be
18 disclosed by Employer under Labor Code section 2810.5. Plaintiffs are informed and believe that
19 failure to provide such information, including rates of pay that are in effect, has permitted
20 Defendants to pay employees at rates of pay that were not agreed upon and violate minimum wage
21 and overtime wage laws in California. Plaintiffs are additionally informed and believe that the
22 notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury
23 reporting. Plaintiffs are informed and believe that Defendants violated Labor Code sections 1198
24 and 2810.5. Plaintiffs and other Aggrieved Employees personally suffered these violations.
25 Plaintiffs further informed and believe, and based thereon alleges, that Defendants' conduct above
26 gave rise to such violations was malicious, fraudulent, or oppressive. Among other relief, employees
27 may collect from Defendants in connection with these violations' civil penalties pursuant to Labor
28 Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).

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

3 26. Plaintiffs are informed and believe, and based thereon allege that Defendants also
4 failed and refused, and continues to fail and refuse, to reimburse employees, including, without
5 limitation, Plaintiffs and other Aggrieved Employees, with their costs incurred for driving personal
6 vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits,
7 separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for
8 the purchase and maintenance of cellular phones and cellular phone plans, for pre-employment
9 medical, physical or drivers' exams taken as a condition of employment, or for compelling or
10 coercing Plaintiffs and Aggrieved Employees, including applicants, to patronize in the purchase of
11 a value or things, including, without limitation, Defendants' product(s) and/or service(s), in direct
12 consequence of the discharge of their duties, or of their obedience to the directions of Defendants,
13 as required by Labor Code sections 1198, 2800, 2802, and other statutory and common law
14 offenses. As a result, Plaintiffs and other Aggrieved Employees have personally suffered these
15 violations and Defendants are liable to reimburse Plaintiffs and other Aggrieved Employees for
16 these costs incurred in furtherance of work duties. Plaintiffs further informed and believe, and based
17 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
18 fraudulent, or oppressive. In addition, Defendants would be liable for civil penalties pursuant to
19 Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
20 Defendants would further be liable for civil penalties pursuant to Labor Code section
21 2699(f)(2)(B)(ii).

22 27. Plaintiffs are further informed and believe, and based thereon alleges, that
23 Defendants have or had a policy or practice of failing to provide Plaintiffs and other Aggrieved
24 Employees with all rights afforded to them under the Healthy Workplace Healthy Families Act of
25 2014, codified at Labor Code section 245, *et seq.*, including, without limitation, the amount of paid
26 sick leave required to be provided pursuant to California and local laws. Plaintiffs are further
27 informed and believe that the sick pay was not provided at the proper regular of pay as required
28 under California law due to failure to properly calculate the regular rate. Plaintiffs are further

1 informed and believe that Defendants also did not permit its use upon request by Plaintiffs and other
2 Aggrieved Employees as contemplated under California and local laws, including, without
3 limitation, under Labor Code section 233, that permits its use to attend to an illness of a child, parent,
4 spouse, or domestic partner without retaliation. Plaintiffs are additionally informed and believe that
5 the notice requirement of Labor Code section 221, 223, 233, 235, 245 and 246 involves a mandatory
6 payroll or workplace injury reporting. Plaintiffs are thus informed and believes that Defendants
7 violated these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiffs and
8 other Aggrieved Employees have personally suffered violations under these sections and
9 Defendants would be liable for civil penalties for violation of the paid sick leave regulations under
10 Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and
11 reasonable attorneys' fees and costs. Defendants are further informed and believes, and based
12 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
13 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
14 Code section 2699(f)(2)(B)(ii).

15 28. Plaintiffs are informed and believe, and based thereon allege that Defendants had and
16 have a policy or practice of failing to pay Plaintiffs and other Aggrieved Employees their paid time
17 off and vacation time owed upon separation of employment as wages at their final rate of pay in
18 violation of Labor Code sections 221, 223, 227.3 and applicable Wage Orders. Plaintiffs are thus
19 informed and believes that Defendants violated these Labor Code sections, as well as Labor Code
20 section 1198. As such, Plaintiffs and other Aggrieved Employees have personally suffered these
21 violations and Defendants would be liable for civil penalties for violation of Labor Code section
22 227.3 under Labor Code section 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
23 and 2699(k). Plaintiffs are further informed and believe, and based thereon alleges, that Defendants'
24 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
25 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

26 29. Plaintiffs are informed and believe, and based thereon allege that Defendants had and
27 have a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor
28 Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive,

1 of any calendar month shall be paid for between the 16th and 26th day of the month during which
2 the labor was performed, and labor performed between the 16th and the last day, inclusive of any
3 calendar month, shall be paid for between the 1st and 10th day of the following month.” Plaintiffs
4 are informed and believe and based thereon alleges that Defendants did not and do not pay Plaintiffs
5 and other Aggrieved Employees every day and every workweek in accordance with Labor Code
6 sections 204 and 1198. As such, Plaintiffs are informed and believe, and based thereon allege that
7 Defendants violated Labor Code section 204 and that Plaintiffs and other Aggrieved Employees
8 have personally suffered these violations. Plaintiffs further informed and believe, and based thereon
9 alleges, that Defendants’ conduct above gave rise to such violations was malicious, fraudulent, or
10 oppressive. Defendant would be liable for civil penalties pursuant to Labor Code sections 210, 558,
11 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendant would further
12 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 30. Plaintiffs are informed and believe, and based thereon allege that Defendants had and
14 have a policy or practice of preventing Plaintiffs and other Aggrieved Employees from using or
15 disclosing the skills, knowledge and experience they obtained with Defendants for purposes of
16 competing with Defendants, including, without limitation, preventing Plaintiffs and Aggrieved
17 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
18 from disclosing who else works with Defendants and under what circumstances that they might be
19 receptive to an offer from a rival employer. As such, Plaintiffs are informed and believe that this
20 violates Business and Professions Code sections 17200, 16600 and 16721, and, by virtue thereof,
21 various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5,
22 subdivision (k), and 1198, and that Plaintiffs and other Aggrieved Employees have personally
23 suffered these violations. Plaintiffs are further informed and believe, and based thereon alleges, that
24 Defendants’ conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
25 Defendants would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or
26 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
27 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

28 31. Plaintiffs are informed and believe, and based thereon allege that Defendants had and

1 have a policy or practice of preventing Plaintiffs and other Aggrieved Employees from disclosing
2 violations of state and federal law, either within Defendants to their managers or outside of
3 Defendants to private attorneys or government officials, among others, in violation of Business and
4 Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Plaintiffs and
5 other Aggrieved Employees personally suffered these violations. In addition, Plaintiffs are informed
6 and believe that these policies and/or practices prevent Plaintiffs and other Aggrieved Employees
7 from disclosing information about unsafe or discriminatory working conditions, or about wage and
8 hour violations in violation of Labor Code sections 232, 232.5 and 1198. Plaintiffs and other
9 Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these
10 violations would expose Defendants to liability for civil penalties pursuant to Labor Code sections
11 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further
12 informed and believe, and based thereon alleges, that Defendants' conduct above gave rise to such
13 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
14 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

15 32. Plaintiffs are informed and believe, and based thereon allege that Defendants had and
16 have a policy or practice of preventing Plaintiffs and other Aggrieved Employees from engaging in
17 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
18 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
19 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Plaintiffs and other
20 Aggrieved Employees personally suffered these violations. Plaintiffs are informed and believe that
21 this lawful conduct includes, without limitation, the exercise of Plaintiffs and other Aggrieved
22 Employee's constitutional rights of freedom of speech and economic liberty and would thus expose
23 Defendant to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or
24 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs further informed and believe, and
25 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
26 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
27 Code section 2699(f)(2)(B)(ii).

28 33. Plaintiffs are informed and believe, and based thereon allege, that Defendants,

1 including their agents, managers, superintendents, and/or officers, required Plaintiffs and/or
2 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and their
3 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
4 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
5 purported confidentiality agreements, purported severance agreements, or purported release
6 agreements, and other written documents presented for signature and/or assent to Plaintiffs and/or
7 Aggrieved Employees by Defendants. And, even more specifically, Plaintiffs are informed and
8 believe, and based thereon allege, that Defendants had and have a practice or policy of requiring
9 Plaintiffs and other Aggrieved Employees to agree in writing to confidentiality policies that
10 unlawfully restrain trade by prohibiting employees from speaking with prospective employers about
11 their work with Defendants, including but not limited to their wages and working conditions.
12 Defendants also required Plaintiffs and Aggrieved Employees to inform prospective employers of
13 Defendants' restrictions of Plaintiffs' and Aggrieved Employees' freedom to work. As a result,
14 Employee is informed and believes that Employer violated Labor Code sections 432.5, 1700.31 and
15 1198. As such, Plaintiffs are informed and believe, and based thereon allege, that Plaintiffs and
16 other Aggrieved Employees personally suffered these violations, and that Defendants violated,
17 without limitation, Labor Code section 432.5 and Government Code section 12952, entitling
18 Plaintiffs and other Aggrieved Employees to damages. Plaintiffs further informed and believe, and
19 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
20 fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code
21 sections 432.5, 1198, 1700.31 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
22 Defendants would further be liable for civil penalties pursuant to Labor Code section
23 2699(f)(2)(B)(ii).

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

28 ///

1 **PARTIES**

2 **A. Plaintiffs**

3 35. Plaintiff ALEJANDRA CEJA is a resident of the State of California. At all relevant
4 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to,
6 watering, tying, and providing maintenance to grapevines. Plaintiff is informed and believes, and
7 based thereon alleges, that Plaintiff ALEJANDRA CEJA worked for Defendants from
8 approximately June of 2017 through approximately June of 2024.

9 36. Plaintiff HECTOR ZAMORA CEJA is a resident of the State of California. At all
10 relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to,
12 providing general labor. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff
13 HECTOR ZAMORA CEJA worked for Defendants from approximately May of 2024 through
14 approximately June of 2024.

15 **B. Defendants**

16 37. Plaintiffs are informed and believe and based thereon allege that defendant ZABALA
17 VINEYARDS is, and at all times relevant hereto was, a corporation organized and existing under
18 and by virtue of the laws of the State of California and doing business in the County of Plumas,
19 State of California. Plaintiffs are informed and believe, and based thereon alleges, that CALISTAR
20 LABOR CONTRACTING is a “client employer” within the meaning of Labor Code section 2810.3
21 that procures outplacement staffing and payroll services from various staffing agencies, including
22 but not limited to, ZABALA VINEYARDS. At all relevant times herein, ZABALA VINEYARDS
23 employed Plaintiffs and similarly situated employees within the State of California.

24 38. The true names and capacities, whether individual, corporate, associate, or otherwise,
25 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
26 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
27 Plaintiffs are informed and believe and based thereon alleges that each of the defendants designated
28 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.

1 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
2 the defendants designated hereinafter as DOES when such identities become known. Plaintiffs are
3 informed and believe, and based thereon allege, that each defendant acted in all respects pertinent
4 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
5 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
6 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
7 include ZABALA VINEYARDS AND CALISTAR LABOR CONTRACTING, and any of their
8 parent, subsidiary, or affiliated companies within the State of California, as well as DOES 1 through
9 100 identified herein.

10 **JOINT LIABILITY ALLEGATIONS**

11 39. Plaintiffs are informed and believe, and based thereon allege, that at all times
12 mentioned herein, each of the defendants was the agent, principal, employee, employer,
13 representative, joint venture or co-conspirator of each of the other defendants, either actually or
14 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
15 employment, joint venture, and conspiracy.

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

25 41. Plaintiffs are informed and believe, and based thereon allege, that despite the
26 formation of the purported corporate existence of ZABALA VINEYARDS AND CALISTAR
27 LABOR CONTRACTING and DOES 1 through 50, inclusive (the “Alter Ego Defendants”), they,
28 and each of them, are one and the same with DOES 51 through 100 (“Individual Defendants”), and

1 each of them, due to, but not limited to, the following reasons:

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

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

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

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

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

27 f. Accordingly, the Alter Ego Defendants constitute the alter ego of the
28

1 Individual Defendants (and vice versa), and the fiction of their separate corporate existence must be
2 disregarded.

3 42. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based
4 thereon allege that Defendants, and each of them, are joint employers.

5 43. Moreover, Plaintiffs are informed and believe, and based thereon allege, that
6 Individual Defendants, and each of them, are liable for the civil penalties, or some of them, described
7 herein because Individual Defendants, and each of them, caused or are otherwise contributed to the
8 violations described herein, or some of them.

9 **FIRST AND ONLY CAUSE OF ACTION**

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

11 44. Plaintiffs re-allege and incorporates by reference all of the allegations set forth in the
12 preceding paragraphs as though fully set forth hereat.

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

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

19 46. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
20 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
21 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
22 204 and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one
23 hundred dollars (\$100) for each failure to pay each employee” and “(2) For each subsequent
24 violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay
25 each employee, plus 25 percent of the amount unlawfully withheld.”

26 47. At all relevant times herein, Defendants have had a consistent policy or practice of
27 failing to pay Plaintiffs and/or Aggrieved Employees during their employment on a timely basis as
28 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth

1 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiffs and other
2 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
3 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
4 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
5 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
6 violation in connection with each payment that was made in violation of Labor Code section 204.

7 Civil Penalties Under Labor Code § 226.3

8 48. Defendants had and have a policy or practice of failing to comply with Labor Code
9 section 226, subdivision (a) by intentionally failing to furnish Plaintiffs and Aggrieved Employees
10 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
11 wages earned; the name and address of each employer with whom they have been placed to work;
12 all applicable hourly rates in effect during the pay period and the corresponding number of hours
13 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
14 entity securing the employer's services if the employer is a farm labor contractor; and other such
15 information as required by Labor Code section 226, subdivision (a) and/or Labor Code section 226.2
16 to the extent it does not include for piece-rate work the information required therein including,
17 without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-
18 productive time and rest and recovery periods

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

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

26 51. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
27 and have a policy or practice of failing to furnish Aggrieved Employees with itemized wage
28 statements as set forth in the preceding paragraphs.

52. Pursuant to Labor Code section 226.3, Plaintiffs 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

53. 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.”

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

55. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 558, Plaintiffs 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

1 dollars (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

2 Violation of Labor Code § 1174.5

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

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

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

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

27 60. Plaintiffs are informed and believe, and based thereon allege, that Defendants have
28 willfully failed to keep adequate or accurate time records including wage statements and similar

1 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
2 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
3 under Labor Code section 1174.

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

8 Violation of Labor Code § 1197.1

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

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

20 (2) For each subsequent violation for the same specific offense, two hundred fifty
21 dollars (\$250) for each underpaid employee for each pay period for which the
22 employee is underpaid regardless of whether the initial violation is
23 intentionally committed. This amount shall be in addition to an amount
24 sufficient to recover underpaid wages, liquidated damages pursuant to Section
25 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

1 63. Plaintiffs are informed and believe, and based thereon allege, that Defendants caused
2 Plaintiffs and Aggrieved Employees not to be paid minimum wages as a result of Defendants,
3 without limitation, routinely failing to pay Plaintiffs or other Aggrieved Employees' minimum
4 wages for all hours worked or otherwise under Defendants' control due to, without limitation,
5 routinely failing to accurately track and/or pay for all hours actually worked; detrimental rounding
6 or manipulation of time entries; paying straight pay instead of overtime or otherwise failing to pay
7 overtime hours at the proper overtime rate of pay; engaging, suffering, or permitting employees to
8 work off the clock, entitling Plaintiffs and other Aggrieved Employees to actual and liquidated
9 damages.

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

16 Civil Penalties Under Labor Code § 2699

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

23 66. Plaintiffs are informed and believe, and based thereon allege that Defendants, and
24 each of them, violated the Labor Code sections described in the preceding paragraphs.

25 67. As such, Plaintiffs and aggrieved employees are entitled to injunctive relief, one
26 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
27 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
28 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

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

4 **PRAYER**

5 **WHEREFORE**, on behalf of Plaintiffs and Aggrieved Employees, Plaintiffs pray for
6 judgment against Defendants as follows:

- 7 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
8 1174.5, 1197.1, and 2699;
9 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
10 210, 226.3, 558, 1174.5, 1197.1, and 2699;
11 C. For equitable, including, without limitation, injunctive relief;
12 C. Pre-judgment and post-judgment interest;
13 D. For costs of suit incurred herein; and
14 E. Such other and further relief as the Court deems just and proper.

15
16
17 Dated: July 18, 2025

BIBIYAN LAW GROUP, P.C.

18
19 BY: 
MOLLY A. DESARIO
20 FAIK YETGIN

21 Attorneys for Plaintiffs ALEJANDRA CEJA
22 and HECTOR ZAMORA CEJA, as an
23 aggrieved employees, and on behalf of all
24 other aggrieved employees under the Labor
25 Code Private Attorneys' General Act of 2004
26
27
28