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6 Attorneys for Plaintiff LOUISA MENDOZA
7 as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9
10 **FOR THE COUNTY OF SONOMA**

11 LOUISA MENDOZA, as an Aggrieved
12 Employee, and on behalf of all other Aggrieved
13 Employees under the Labor Code Private
Attorneys' General Act of 2004,

14 Plaintiff

15 v.

16 WHEELCARE EXPRESS, INC., a Nevada
17 Corporation;; and DOES 1 through 100,
18 inclusive,

19 Defendants.

CASE NO.: 26CV04674

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]

1 Plaintiff LOUISA MENDOZA (“Plaintiff”), as an Aggrieved Employee, and on behalf of all
2 other Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004, alleges
3 as follows:

4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Wheelcare Express,
7 Inc., a Nevada corporation, and any of its respective subsidiaries or affiliated companies within the
8 State of California (“Wheelcare Express”) ((hereinafter, Wheelcare Express, collectively, with
9 DOES 1 through 100, as further defined below, “Defendants”) as a proxy of the Labor and
10 Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and
11 all Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically, in
12 connection with any alleged claims for failure to comply with Labor Code sections 200, 201, 202,
13 203, 204, 210, 226, 226.3, 245, 246, 432, 432.5, 1198, 1198.5, and applicable Wage Orders.
14 Plaintiffs seek to represent all current and former employees that worked for Defendants during the
15 PAGA Period. On all other claims mentioned herein, Plaintiff seek to represent only non-exempt
16 current and former employees that worked for Defendants during the PAGA Period. Collectively,
17 these employees are herein referred to as “Aggrieved Employees.” The “PAGA Period” refers to
18 one year preceding the date notice was submitted to the LWDA, continuing past the date of notice
19 to the LWDA into perpetuity.

20 **PARTIES**

21 2. Plaintiff LOUISA MENDOZA (“Mendoza”) is a resident of the State of California.
22 At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that
23 Defendants employed Plaintiff as a non-exempt employee. Plaintiff worked as a Scheduler with
24 duties that included, but were not limited to, scheduling drivers for daily client pick-ups. Plaintiff
25 is informed and believes, and based thereon alleges, that Plaintiff LOUISA MENDOZA worked for
26 Defendants from approximately March of 2025 through approximately April of 2025.

27 3. Plaintiff is informed and believes and based thereon allege that defendant Wheelcare
28 Express is, and at all times relevant hereto was, a corporation existing under and by virtue of the

1 laws of the State of Nevada and doing business in the County of Sonoma, State of California. At all
2 relevant times herein, Wheelcare Express employed Plaintiff and Aggrieved Employees within the
3 State of California.

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

11 **JOINT LIABILITY ALLEGATIONS**

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

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

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

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

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

6 **JURISDICTION**

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

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

17 **PAGA REPRESENTATIVE ALLEGATIONS**

18 11. Plaintiff as an “Aggrieved Employee” under PAGA, as Plaintiff was employed by
19 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein, even
20 if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks to
21 recover civil penalties under PAGA, plus reasonable attorneys’ fees and costs, for Plaintiff and all
22 other Aggrieved Employees of Defendants during the PAGA Period.

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

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

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

3 14. Pursuant to Labor Code section 2699.3, on or around April 6, 2026, Plaintiff
4 provided written notice of Defendants' violation of various provisions of the Labor Code to the
5 LWDA online and by certified mail, with return receipt requested, to Defendants ("Amended PAGA
6 Notice") adding Plaintiff Mendoza.

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

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

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

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

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

28 20. In the event, the LWDA and/or a court issued a finding or determination to the

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

10 **FACTUAL ALLEGATIONS**

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

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

20 23. Upon information and belief, Defendants failed to accurately track and/or pay for all
21 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
22 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
23 including, without limitation, by requiring Plaintiff and Aggrieved Employees to clock out for meal
24 periods and continue working, and to drive off the clock, all to the detriment of Plaintiff and other
25 Aggrieved Employees.

26 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
28 Wage Orders based on their continued failure to pay minimum and overtime wages for all hours

1 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
2 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiff are further
3 informed and believe, and based thereon allege, that Defendants' conduct above gave rise to such
4 violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
5 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
6 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
7 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

8 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
9 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
10 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
11 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
12 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
13 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; not
14 providing timely meal periods; failing to provide first and second meal periods; providing short
15 meal periods, and requiring that employees carry cellular telephones during meal periods. Plaintiff
16 and other Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is
17 informed and believes, and based thereon alleges, that Defendants violated Labor Code sections 512
18 and 1198 each day for each Aggrieved Employee during the PAGA Period, and thus each Aggrieved
19 Employee was owed one hour of premium pay at their regular rate of pay for each day worked
20 during the PAGA Period under Labor Code section 226.7. However, Plaintiff is informed and
21 believes that those premium payments under Labor Code section 226.7 were not made for these
22 non-compliant meal periods, either at all or at the proper regular rate of pay. Defendants would thus
23 be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these
24 wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and
25 for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under
26 sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon
27 alleges, that Defendants' conduct that gave rise to such violations and was malicious, fraudulent, or
28

1 oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code section
2 2699(f)(2)(B)(ii).

3 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
5 including, without limitation, work over four-hour periods (or major fractions thereof) without
6 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
7 and complete ten-minute rest periods in which the employees are completely relieved of all of their
8 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
9 rest periods by, without limitation, by failing to provide rest periods all together. Plaintiff and other
10 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and
11 believes, and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day
12 for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee
13 was owed one hour of premium pay at their regular rate of pay for each day worked during the
14 PAGA Period under Labor Code section 226.7. However, Plaintiff is informed and believes that
15 those premium payments under Labor Code section 226.7 were not made, either, for these non-
16 compliant rest periods, either at all or at the proper regular rate of pay, in violation of Labor Code
17 sections 226.7 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code
18 sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize
19 the taking of compliant rest periods and for failing to provide premium pay under Labor Code
20 section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
21 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
22 violations and was malicious, fraudulent, or oppressive. As such, Defendants are further liable for
23 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

24 27. As a result of, among other things, Defendants' herein-described policy or practice
25 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
26 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
27 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
28 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and

1 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
2 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
3 inclusive dates of the period for which the employee is paid; the name of the employee and only the
4 last four digits of their social security number or an employee identification number other than a
5 social security number; all deductions; all applicable hourly rates in effect during the pay period and
6 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
7 address of the employer, and other such information as required by Labor Code section 226,
8 subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized
9 wage statements that accurately reflect the hours worked by Plaintiff and other Aggrieved
10 Employees and the rates of pay at which they were or should have been paid, thus resulting in a
11 failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, Plaintiff
12 is informed and believes, and based thereon alleges, that Defendants violated Labor Code sections
13 226, and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus
14 Plaintiff and each Aggrieved Employee personally suffered these violations and was owed penalties
15 under Labor Code section 226 for each pay period worked during the PAGA Period. Plaintiff is
16 informed and believes that those penalties under Labor Code section 226 were not paid for these
17 violations of Labor Code section 226. Defendants would thus be liable for civil penalties pursuant
18 to Labor Code sections 226.3, 558, 1198, and 2699, or injunctive relief under sections 2699(e)(1)
19 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
20 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Thus,
21 Defendants would further be liable for civil penalties pursuant to Labor Code section
22 2699(f)(2)(B)(ii).

23 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
24 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
25 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
26 failing to pay all overtime wages owed, all minimum wages; all paid sick leave; and all premium
27 pay owed, as set forth above, among other things. Consequently, Plaintiff is informed and believes,
28 and based thereon alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198

1 each pay period for each Aggrieved Employee during the PAGA Period, and thus Plaintiff and each
2 Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code
3 section 203 for each pay period worked during the PAGA Period. However, Plaintiff is informed
4 and believes that those penalties under Labor Code section 203 were not made for these violations
5 of Labor Code sections 201, 202, and 203. Defendants would thus be liable for civil penalties
6 pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
7 and 2699(j). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
8 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
9 Defendants would further be liable for civil penalties pursuant to Labor Code section
10 2699(f)(2)(B)(ii).

11 29. Plaintiff is informed and believes, and based thereon alleges that Defendants also
12 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
13 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for purchasing
14 mandatory uniforms, laundering mandatory uniforms, and for the purchase and maintenance of
15 cellular phones and cellular phone plans to be used for taking photos and timekeeping, as required
16 by Defendants in direct consequence of the discharge of their duties, or of their obedience to the
17 directions of Defendants, as required by Labor Code sections 1198, 2800, 2802, and other statutory
18 and common law offenses. As a result, Plaintiff and other Aggrieved Employees have personally
19 suffered these violations and Defendants are liable to reimburse Plaintiff and other Aggrieved
20 Employees for these costs incurred in furtherance of work duties. Defendants would thus be liable
21 for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under
22 sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon
23 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
24 or oppressive. As such, Defendants would further be liable for civil penalties pursuant to Labor
25 Code section 2699(f)(2)(B)(ii).

26 30. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
27 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
28 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,

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

14 31. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
15 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
16 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
17 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
18 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
19 the sick pay was not provided at the proper regular of pay as required under California law due to
20 failure to properly calculate the regular rate. Plaintiff is additionally informed and believes that the
21 notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory
22 payroll or workplace injury reporting. Plaintiff is thus informed and believes that Defendants
23 violated these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiff and
24 other Aggrieved Employees have personally suffered violations under these sections and
25 Defendants would be liable for civil penalties for violation of the paid sick leave regulations under
26 Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and
27 reasonable attorneys’ fees and costs. Plaintiff is further informed and believes, and based thereon
28 alleges, that Defendants’ conduct above gave rise to such violations and was malicious, fraudulent,

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

3 32. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
4 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
5 statements and similar payroll documents under Labor Code section 226, documents signed to
6 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
7 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
8 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Defendants
9 failed to provide these documents to Plaintiff Mendoza upon request on May 15, 2025, in violation
10 of these Labor Code sections. Plaintiff and the Aggrieved Employees personally suffered these
11 violations, which in turn would entitle Plaintiff and other Aggrieved Employees to penalties
12 prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for civil
13 penalties pursuant to Labor Code sections 558, 1174.5, and 2699. Plaintiff is further informed and
14 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
15 was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties
16 pursuant to Labor Code section 2699(f)(2)(B)(ii).

17 33. Because Defendants refused to provide Plaintiff Mendoza's personnel file, on June
18 5, 2025, Plaintiff is unable to provide specifics regarding the exact documents, and language therein,
19 that Plaintiff was required to sign. Plaintiff is further informed and believes, and based thereon
20 alleges that Defendants failed and refused, and continue to fail and refuse, to comply with the notice
21 requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among
22 other things, failing to provide Plaintiff and other Aggrieved Employees with the rates of pay and
23 overtime rates of pay applicable to their employment; any allowances claimed as part of the
24 minimum wage; the regular payday designated by Defendants; the name of the employer, including
25 any "doing business as" names used by the employer; the physical address of the employer's main
26 office and the telephone number of the employer; the name, address and telephone number of the
27 workers' compensation insurance carrier; information regarding paid sick leave; and other pertinent
28 information required to be disclosed by Defendants under Labor Code section 2810.5. Plaintiff is

1 informed and believes that Defendants' failure to provide such information, including rates of pay
2 that are in effect, has permitted Defendants to pay employees at rates of pay that were not agreed
3 upon and violate minimum wage and overtime wage laws in California. Plaintiff is informed and
4 believes that Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and other
5 Aggrieved Employees personally suffered these violations. Plaintiff is further informed and believe,
6 and based thereon allege, that Defendants' conduct above gave rise to such violations and was
7 malicious, fraudulent, or oppressive. Among other relief, employees may collect from Defendants
8 in connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and
9 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
10 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

11 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
12 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
13 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
14 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
15 limitation, terms known to be illegal in purported arbitration agreements, and other written
16 documents presented for signature and/or assent to Plaintiff and/or Aggrieved Employees by
17 Defendants. Defendants also required Plaintiff and Aggrieved Employees to inform prospective
18 employers of Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work.
19 As a result, Plaintiff is informed and believes that Defendants violated Labor Code sections 432.5
20 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and
21 other Aggrieved Employees personally suffered these violations, and that Defendants violated,
22 without limitation, Labor Code section 432.5 and Government Code section 12952, entitling
23 Plaintiff and other Aggrieved Employees to damages. Plaintiff is further informed and believes, and
24 based thereon alleges, that Defendants' conduct above gave rise to such violations and was
25 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to
26 Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and
27 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
28 2699(f)(2)(B)(ii).

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

5 **FIRST AND ONLY CAUSE OF ACTION**

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

7 36. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
8 preceding paragraphs as though fully set forth herein.

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

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

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

22 39. At all relevant times herein, Defendants have had a consistent policy or practice of
23 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
24 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
25 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
26 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
27 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
28 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus

1 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
2 violation in connection with each payment that was made in violation of Labor Code section 204.

3 Civil Penalties Under Labor Code § 226.3

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

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

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

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

24 Violation of Labor Code § 558

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

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

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

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

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

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

17 Violation of Labor Code § 1174.5

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

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

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

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

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

14 51. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
15 willfully failed to keep adequate or accurate time records including wage statements and similar
16 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
17 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
18 under Labor Code section 1174.

19 52. As a direct and proximate result of the herein-described Labor Code violations,
20 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
21 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five
22 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

23 Violation of Labor Code § 1197.1

24 53. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
25 person acting either individually or as an officer, agent, or employee of another person, who pays
26 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
27 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
28 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to

1 Section 203 as follows:

- 2 (1) For any initial violation that is intentionally committed, one hundred dollars
3 (\$100) for each underpaid employee for each pay period for which the
4 employee is underpaid. This amount shall be in addition to an amount
5 sufficient to recover underpaid wages, liquidated damages pursuant to Section
6 1194.2, and any applicable penalties imposed pursuant to Section 203.
- 7 (2) For each subsequent violation for the same specific offense, two hundred fifty
8 dollars (\$250) for each underpaid employee for each pay period for which the
9 employee is underpaid regardless of whether the initial violation is
10 intentionally committed. This amount shall be in addition to an amount
11 sufficient to recover underpaid wages, liquidated damages pursuant to Section
12 1194.2, and any applicable penalties imposed pursuant to Section 203.
- 13 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
14 Section 203, recovered pursuant to this section shall be paid to the affected
15 employee.”

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

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

26 Civil Penalties Under Labor Code § 2699

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

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

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

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

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

14 **PRAYER**

15 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff pray for
16 judgment against Defendants as follows:

- 17 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
18 1174.5, 1197.1, and 2699;
19 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
20 210, 226.3, 558, 1174.5, 1197.1, and 2699;
21 C. For equitable, including, without limitation, injunctive relief;
22 C. Pre-judgment and post-judgment interest;
23 D. For costs of suit incurred herein; and
24 E. Such other and further relief as the Court deems just and proper.

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27 *[signatures on the following page]*
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Dated: June 17, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Sareen K. Khakh
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and on behalf of all other Aggrieved
Employees