

BIBIYAN LAW GROUP, P.C.
Molly A. DeSario (SBN 230763)
mdesario@tomorrowlaw.com
Bryce C. Bommer (SBN 313846)
bbommer@tomorrowlaw.com
Laurel N. Holmes (SBN 308515)
laurel@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

Attorney for Plaintiff, ADRIAN SANCHEZ,
as an aggrieved employee, and on behalf of all other
aggrieved employees

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

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

Plaintiff,

v.

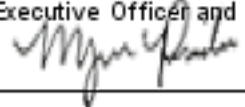
PINNPACK CAPITAL HOLDINGS, LLC, a
Delaware Limited Liability Company; and
DOES 1 through 100, inclusive,

Defendants.

ELECTRONICALLY FILED
Superior Court of California
County of Ventura

09/19/2025

K. Bieker
Executive Officer and Clerk

By:  Deputy Clerk

Maryssa Padilla

CASE NO.: 2025CUOE051245

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 ADRIAN SANCHEZ, as an aggrieved employee, and on behalf of all other
2 aggrieved employees under the Labor Code Private Attorneys' General Act of 2004, alleges as
3 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 PINNPACK
7 CAPITAL HOLDINGS, LLC, a Delaware Limited Liability Company, and any of its respective
8 subsidiaries or affiliated companies within the State of California (Defendant are hereinafter
9 "PINNPACK") as a proxy of the Labor and Workforce Development Agency of the State of
10 California ("LWDA"), on behalf of Plaintiff and all other current and former non-exempt employees
11 of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains
12 to the alleged claims for failure to comply with the Labor Code. Specifically, in connection with
13 the alleged claims for failure to comply with Labor Code 96, 98.6, 200, 201, 201.5, 201.7, 202, 203,
14 203.5, 204, 204a, 205, 205.5, 210, 212, 221, 222, 223, 222.5, 226, 226.3, 227.3, 232, 232.5, 245,
15 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, 1198.5, 1527, 3366, 3457, and 8397.4,
16 Plaintiff seeks to represent all employees of PINNPACK, and each of them, DOES 1 through 100,
17 as well as their parents, subsidiaries and affiliates (hereinafter, collectively, "Defendants") working
18 within three years preceding the date of filing Notice with the LWDA and continuing past the
19 LWDA Notice filing date into perpetuity ("Civil Penalty Period"). On all other claims mentioned
20 herein, Plaintiff seeks to represent only non-exempt employees of Defendants working within the
21 Civil Penalty Period. Collectively, those employees shall be known as "Aggrieved Employees"
22 herein.

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

25 3. Venue is proper in Ventura County, California pursuant to Code of Civil Procedure
26 sections 392, *et seq.* because, among other things, Ventura County is where Defendant maintains a
27 place of business that employs a number of aggrieved employees at County of Ventura, California.
28 Moreover, the unlawful acts alleged herein have a direct effect on Aggrieved Employees in Ventura

County, and because Defendants employ Aggrieved Employees to perform work in Ventura County.

4. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by Defendants during the Civil Penalty Period and suffered the Labor Code violations set forth herein, even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks to recover civil penalties under the Labor Code Private Attorneys’ General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), as amended, plus reasonable attorneys’ fees and costs, for Plaintiff and all other current and former Aggrieved Employees of Defendants during the Civil Penalty Period.

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

6. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 205, 205.5, 210, 212, 221, 222, 223, 222.5, 226, 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, 1198.5, 1527, 3366, 3457, and 8397.4., among others, California Code of Regulations, Title 8, Sections 1527, 3366, 3457, Business and Professions Code sections 16600, 16721, and 17200, Government Code section 12952, as well as applicable Wage Orders.

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

8. On or around September 3, 2024, Plaintiff provided written notice pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants’ violation of various provisions of the Labor Code, including the herein-described, provisions of the Labor Code, to the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of them.

9. Plaintiff also provided Defendants, and each of them, with notice under Labor Code

1 section 2810.3, subdivision (d) that Plaintiff would seek to hold them liable for each other's wage
2 and hour violations under Labor Code section 2810.3 on September 3, 2024 by certified mail with
3 return receipt requested.

4 10. 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 11. In the event that Defendants, or any of them, is/are determined to have satisfied
10 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any one that is determined to
11 have satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant
12 to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

13 12. In the event that Defendants, or any of them, is/are determined to have, prior to this
14 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 13. In the event that Defendants, or any 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 14. Plaintiff is further informed and believes that within five (5) years of any of
23 violations described above, the LWDA or a court has issued a finding or determination to the
24 Defendants, or either of them, that its/their policy or practice giving rise to such violations was
25 unlawful, and thus Defendants, or any of them, is/are further liable for civil penalties pursuant to
26 Labor Code section 2699(f)(2)(B)(i). Plaintiff is informed that Defendants, or any of them,
27 was/were found to have unlawfully committed some or all of the above-related Labor Code
28 violations, and thus is/are subject to increased penalties, as applicable, under Labor Code sections

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

8 15. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
9 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
10 calendar days of September 3, 2024, postmarked date of the herein-described notice sent by Plaintiff
11 to the LWDA and Defendants.

12 **PAGA REPRESENTATIVE ALLEGATIONS**

13 16. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
14 each of them, had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees
15 to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight
16 workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them
17 proper overtime wages every day, as a result of, without limitation, by: to come early to work and
18 leave late work without being able to clock in for all that time, to suffer under Employer's control
19 due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks
20 after clocking out, to clock out for meal periods and continue working, to clock out for rest periods,
21 to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the
22 clock, to make phone calls or drive off the clock, and/or go through security screenings and/or
23 temperature checks off the clock; failing to include all forms of remuneration, including non-
24 discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms
25 of remuneration into the regular rate of pay for the pay periods where overtime was worked and the
26 additional compensation was earned for the purpose of calculating the overtime rate of pay;
27 detrimental rounding of employee time entries, editing and/or manipulation of time entries to show
28 less hours than actually worked, for paying straight pay instead of overtime pay, and by attempting

1 but failing to properly implement an alternative workweek schedule (“AWS”) (including, without
2 limitation, by failing to implement a written agreement designating the regularly scheduled
3 alternative workweek in which the specified number of work days and work hours are regularly
4 recurring; failing to adopt the AWS in a secret ballot election, before the performance of work, by
5 at least a two-thirds (2/3) vote of the affected employees in the work unit; failing to follow the
6 notice/disclosures procedures prior to any AWS election; and/or failing to register an AWS election
7 with the State of California, as required by Labor Code section 511 and applicable Wage Orders)
8 all to the detriment of Employee and other aggrieved employees. Consequently, Employee is
9 informed and believes, and based thereon alleges, that Employer violated Labor Code sections , 221,
10 222, 223, 510, 511, 551, 552, 1194, 1198 (as it pertains to employees governed by a collective
11 bargaining agreement [“CBA”]), 223, 1811, 1815 and applicable Wage Orders based on its practice
12 of providing total compensation that is less than the required legal overtime compensation for the
13 overtime worked, entitling Employee and other aggrieved employees to damages, including, without
14 limitation, at least one hour of unpaid overtime wages each day worked by each Aggrieved
15 Employee during the PAGA Period. Employee further informed and believes, and based thereon
16 alleges, that Employer’s conduct above gave rise to such violations was malicious, fraudulent, or
17 oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 210
18 (for failure to timely pay these wages), 558, 1198 and 2699, or injunctive relief under sections
19 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code
20 section 2699(f)(2)(B)(ii)

21 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
22 each of them, had and have a practice or policy of failing to compensate Plaintiff and other
23 Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer’s
24 control every day as a result of, without limitation, failing to accurately track and/or pay for all
25 minutes actually worked; to come early to work and leave late work without being able to clock in
26 for all that time, to suffer under Employer’s control due to long lines for clocking in, to complete
27 pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods
28 and continue working, to clock out for rest periods, to don and doff uniforms and/or safety

1 equipment off the clock, to undergo security checks and/or bag checks off the clock, to store and
2 retrieve personal belongings off the clock, to attend company meetings off the clock, to make phone
3 calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding of
4 employee time entries; editing and/or manipulation of time entries to show less hours than actually
5 worked; and failing to pay split shift premiums. In addition, Employee 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, Plaintiff is informed and believes, and based
9 thereon alleges, 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 Plaintiff and other Aggrieved Employees personally suffered these violations,
12 and that Plaintiff and other Aggrieved Employees are entitled to actual and liquidated damages
13 under, without limitation, Labor Code sections 1194, 1194.2, and 1198 to compensate them for three
14 unpaid hours of work per week for each Aggrieved Employee in the Civil Penalty Period. Employee
15 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
16 to such violations was malicious, fraudulent, or oppressive. Plaintiff would also be liable for civil
17 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
18 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff would further
19 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

20 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
21 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
22 Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours
23 per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
24 compensation in lieu thereof including, each workday, without limitation: by interrupting meal
25 periods; not providing timely meal periods; failing to provide first and second meal periods;
26 providing short meal periods, including, without limitation, meal periods that were recorded for less
27 than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer
28 but in practice were shorter than thirty minutes due to time required to walk to and from a suitable

1 break area, time spent having to wait in line to clock back in, having to don and doff safety gear
2 during the meal period, having to undergo security or bag checks during the meal period, and /or
3 having to retrieve and store personal belongings during the meal period; requiring that employees
4 carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave
5 the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods
6 that could not be auto-deducted by law or during which employees worked. Plaintiff and other
7 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and
8 believes, and based thereon alleges, that Defendants violated Labor Code sections 512 and 1198
9 each day for each Aggrieved Employee during the Civil Penalty Period, and that, thus each
10 Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day
11 worked during the Civil Penalty Period under Labor Code section 226.7. However, Plaintiff is
12 informed and believes that those premium payments under Labor Code section 226.7 were not made,
13 either, for these non-compliant meal periods, either at all or at the proper regular rate of pay.
14 Plaintiff would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to
15 timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant
16 meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive
17 relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based
18 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
19 fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor
20 Code section 2699(f)(2)(B)(ii).

21 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
23 including, without limitation, work over four-hour periods (or major fractions thereof) without
24 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
25 and complete ten-minute rest periods in which the employees are completely relieved of all of their
26 duties, including, without limitation: by failing to provide rest periods all together; failing to provide
27 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
28 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less

1 than ten uninterrupted minutes due to, without limitation, interrupting them; requiring that
2 employees carry cellular telephones during rest periods; not providing rest periods in a timely
3 fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-
4 call rest periods. Employee and other Aggrieved Employees personally suffered these violations.
5 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated
6 the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and
7 that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay
8 for each day worked during the PAGA Period under Labor Code section 226.7. However, Plaintiff
9 is informed and believes that those premium payments under Labor Code section 226.7 were not
10 made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay,
11 in violation of Labor Code sections 226.7 and 1198. Defendants would thus be liable for civil
12 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221, 223, 558,
13 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to
14 provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1)
15 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
16 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
17 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

18 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 maintain policies or practices of failing to maintain adequate temperatures which created excessive
20 heat or humidity exposing Plaintiff and Aggrieved Employees to temperature related hazards and/or
21 comfortable working environments, as required under California Code of Regulations Title 8,
22 section 3396. Plaintiff is informed and believes, and based thereon alleges that Defendants failed
23 to maintain temperatures at comfortable levels in violation of section 15 of the applicable Wage
24 Orders, which requires temperature be maintained in each work area to be reasonably comfortable,
25 consistent with industry-wide standards for the nature of the process and the work performed.
26 Defendants, as required by the same wage order provisions, also: failed and fails to take all feasible
27 means to reduce excessive heat or humidity created by the work process to provide reasonable
28 comfort; failed and fails to provide a heated room for Plaintiff and Aggrieved Employees so that

1 they may retire for warmth while maintaining such room at not less than 60 degrees; and/or failed
2 and fails to maintain a temperature of not less than 68 degrees in toilet rooms, resting rooms during
3 hours of use Plaintiff is further informed and believes, and based thereon alleges that Defendants
4 failed and fail to permit Plaintiff and other Aggrieved Employees from taking cooldown periods
5 every day as required under California Code of Regulations, Title 8, Section 3395; rest and recovery
6 periods as required by Labor Code section 226.2; and premium pay in lieu thereof under Labor Code
7 section 226.7. Plaintiff and other Aggrieved Employees personally suffered these violations.
8 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated
9 California Code of Regulations, Title 8, Sections 3395 and 3396 each day for each Aggrieved
10 Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour
11 of premium pay at their regular rate of pay for each day worked during the PAGA Period under
12 Labor Code section 226.7. In addition, for the failure each day of the PAGA Period by Defendants
13 to provide rest and recovery periods under Labor Code section 226.2, each Aggrieved Employee
14 was owed compensation at a regularly hourly rate that is no less than the higher of the amounts set
15 forth in Labor Code section 226.2(a)(3)(A)(i) or 226.2(a)(3)(A)(ii). However, Plaintiff is informed
16 and believes that those premium payments under Labor Code section 226.7, and rest and recovery
17 periods under Labor Code section 226.2(a)(3)(A) were not made for these non-compliant cooldown
18 periods and/or rest and recovery periods, either at all or at the proper rate of pay, in violation of
19 Labor Code sections 226.2, 226.7 and/or 1198. Defendants would also be liable for their failures to
20 provide comfortable levels of temperatures to employees under the wage orders, including Section
21 15 thereof. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
22 (for failure to timely pay these wages), 221, 223, 558, 1198 and 2699 for both failing to authorize
23 the taking of compliant rest periods and for failing to provide premium pay under Labor Code
24 section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
25 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
26 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
27 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

28

1 21. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
2 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
3 statements and similar payroll documents under Labor Code section 226, documents signed to
4 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
5 section 1198.5, time records under Labor Code section 1174, payroll records showing the hours
6 worked daily by and the wages paid to, and the number of piece-rate units earned by, and applicable
7 piece rate paid to, employees employed at the respective place of employment under Labor Code
8 section 1174, subsection (d), as well as the information required to be kept under Labor Code
9 sections 2673 making it difficult for Employee and other aggrieved employees to calculate their
10 unpaid wages and/or premium payments. Employer also failed to provide these documents to
11 Employee and other Aggrieved Employees upon request in violation of these Labor Code sections,
12 as well as Labor Code section 1198. Plaintiff and the Aggrieved Employees personally suffered
13 these violations, which in turn would entitle Plaintiff and other Aggrieved Employees to penalties
14 prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for civil
15 penalties pursuant to Labor Code sections 558, 1174.5, 1198, and 2699. Plaintiff is further informed
16 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations
17 was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties
18 pursuant to Labor Code section 2699(f)(2)(B)(ii).

19 22. As a result of, among other things, Defendants' herein-described policy or practice
20 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
21 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
22 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
23 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
24 continues to fail to furnish Aggrieved Employees, including, without limitation, Plaintiff, with
25 itemized wage statements that accurately reflect: gross wages earned; total hours worked by the
26 employee; net wages earned; the inclusive dates of the period for which the employee is paid; the
27 name of the employee and only the last four digits of their social security number or an employee
28 identification number other than a social security number; all deductions; all applicable hourly rates

1 in effect during the pay period and the corresponding number of hours worked at each hourly rate
2 by the employee; the legal name and address Defendants (and, in the case of a farm labor contractor,
3 the name and address of the legal entity that secured the services of the employer); and other such
4 information as required by Labor Code section 226, subdivision (a) , as well as Labor Code section
5 226.2 to the extent it does not include for piece-rate work the information required therein including,
6 without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-
7 productive time and rest and recovery periods. Specifically, Defendants intentionally failed to
8 furnish employees with itemized wage statements that accurately reflect the hours worked by
9 Plaintiff and other Aggrieved Employees and the rates of pay at which they were or should have
10 been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to
11 reflect gross and net wages earned and paid at each rate, as well. Consequently, Employee is
12 informed and believes, and based thereon alleges, that Employer violated Labor Code sections 226,
13 1696.5 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus
14 Employee and each Aggrieved Employee personally suffered these violations and was owed
15 penalties under Labor Code section 226 for each pay period worked during the PAGA Period.
16 Plaintiff is informed and believes that those penalties under Labor Code section 226 were not paid
17 for these violations of Labor Code section 226. Defendants would thus be liable for civil penalties
18 pursuant to Labor Code sections 226.2, 226.3, 558, 1198, 1696.5 and 2699. Plaintiff is further
19 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
20 violations was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
21 penalties pursuant to Labor Code sections 226.2, 226.3, 558, and 2699, or injunctive relief under
22 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
23 Labor Code section 2699(f)(2)(B)(ii).

24 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
25 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
26 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
27 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
28 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at

1 the proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes,
2 and based thereon alleges, that Defendants violated Labor Code sections 201, 202 203, 203.5 and
3 1198 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Plaintiff
4 and each Aggrieved Employee personally suffered these violations and was owed penalties under
5 Labor Code section 203 for each pay period worked during the PAGA Period. However, Plaintiff
6 is informed and believes that those penalties under Labor Code section 203 were not made for these
7 violations of Labor Code sections 201, 202, 203. Plaintiff is further informed and believes, and
8 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
9 fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor
10 Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j).
11 Defendants would further be liable for civil penalties pursuant to Labor Code section
12 2699(f)(2)(B)(ii).

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

24 25. Plaintiff is further informed and believes, and based thereon alleges that Defendants
25 failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor
26 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
27 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
28 applicable to their employment, allowances claimed as part of the minimum wage, the regular

1 payday designated by Defendants, the name of the employer, including any “doing business as”
2 names used, the name, address and telephone number of the workers’ compensation insurance
3 carrier, information regarding paid sick leave, and other pertinent information required to be
4 disclosed by Employer under Labor Code section 2810.5. Plaintiff is informed and believes that
5 failure to provide such information, including rates of pay that are in effect, has permitted
6 Defendants to pay employees at rates of pay that were not agreed upon and violate minimum wage
7 and overtime wage laws in California. Plaintiff is additionally informed and believes that the notice
8 requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury
9 reporting. Plaintiff is informed and believes that Defendants violated Labor Code sections 1198 and
10 2810.5. Plaintiff and other Aggrieved Employees personally suffered these violations. Plaintiff
11 further informed and believes, and based thereon alleges, that Defendants’ conduct above gave rise
12 to such violations was malicious, fraudulent, or oppressive. Among other relief, employees may
13 collect from Defendants in connection with these violations’ civil penalties pursuant to Labor Code
14 sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
15 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

16 26. Plaintiff is informed and believes, and based thereon alleges that Defendants also
17 failed and refused, and continues to fail and refuse, to reimburse employees, including, without
18 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for separately
19 laundering mandatory uniforms, for the purchase of tools and safety equipment, and for the purchase
20 and maintenance of cellular phones and cellular phone plans, as required by Labor Code sections
21 1198, 2800, 2802, and other statutory and common law offenses. As a result, Plaintiff and other
22 Aggrieved Employees have personally suffered these violations and Defendants are liable to
23 reimburse Plaintiff and other Aggrieved Employees for these costs incurred in furtherance of work
24 duties. Plaintiff further informed and believes, and based thereon alleges, that Defendants’ conduct
25 above gave rise to such violations was malicious, fraudulent, or oppressive. In addition, Defendants
26 would be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive
27 relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties
28 pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 27. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
2 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
3 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
4 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
5 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
6 the sick pay was not provided at the proper regular of pay as required under California law due to
7 failure to properly calculate the regular rate. Plaintiff is further informed and believes that
8 Defendants also did not permit its use upon request by Plaintiff and other Aggrieved Employees as
9 contemplated under California and local laws, including, without limitation, under Labor Code
10 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
11 without retaliation. Plaintiff is additionally informed and believes that the notice requirement of
12 Labor Code section 221, 223, 233, 235, 245 and 246 involves a mandatory payroll or workplace
13 injury reporting. Plaintiff is thus informed and believes that Defendants violated these Labor Code
14 sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees
15 have personally suffered violations under these sections and Defendants would be liable for civil
16 penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699,
17 as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.
18 Defendants are further informed and believes, and based thereon alleges, that Defendants' conduct
19 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would
20 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 28. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
22 have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid time
23 off and vacation time owed upon separation of employment as wages at their final rate of pay in
24 violation of Labor Code sections 221, 223, 227.3 and applicable Wage Orders. Plaintiff is thus
25 informed and believes that Defendants violated these Labor Code sections, as well as Labor Code
26 section 1198. As such, Plaintiff and other Aggrieved Employees have personally suffered these
27 violations and Defendants would be liable for civil penalties for violation of Labor Code section
28 227.3 under Labor Code section 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)

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

4 29. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
5 have a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor
6 Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive,
7 of any calendar month shall be paid for between the 16th and 26th day of the month during which
8 the labor was performed, and labor performed between the 16th and the last day, inclusive of any
9 calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
10 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
11 and other Aggrieved Employees every day and every workweek in accordance with Labor Code
12 sections 204 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges that
13 Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees have
14 personally suffered these violations. Plaintiff further informed and believes, and based thereon
15 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
16 oppressive. Plaintiff would be liable for civil penalties pursuant to Labor Code sections 210, 558,
17 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff would further
18 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

19 30. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
20 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or
21 disclosing the skills, knowledge and experience they obtained with Defendants for purposes of
22 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
23 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
24 from disclosing who else works with Defendants and under what circumstances that they might be
25 receptive to an offer from a rival employer. As such, Plaintiff is informed and believes that this
26 violates Business and Professions Code sections 17200, 16600 and 16721, and, by virtue thereof,
27 various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5,
28 subdivision (k), and 1198, and that Plaintiff and other Aggrieved Employees have personally

1 suffered these violations. Plaintiff is further informed and believes, and based thereon alleges, that
2 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
3 Defendants would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or
4 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
5 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

6 31. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
7 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing
8 violations of state and federal law, either within Defendants to their managers or outside of
9 Defendants to private attorneys or government officials, among others, in violation of Business and
10 Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Plaintiff and
11 other Aggrieved Employees personally suffered these violations. In addition, Plaintiff is informed
12 and believes that these policies and/or practices prevent Plaintiff and other Aggrieved Employees
13 from disclosing information about unsafe or discriminatory working conditions, or about wage and
14 hour violations in violation of Labor Code sections 232, 232.5 and 1198. Plaintiff and other
15 Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these
16 violations would expose Defendants to liability for civil penalties pursuant to Labor Code sections
17 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
18 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
19 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
20 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 32. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
22 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in
23 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
24 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
25 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Plaintiff and other
26 Aggrieved Employees personally suffered these violations. Plaintiff is informed and believes that
27 this lawful conduct includes, without limitation, the exercise of Plaintiff and other Aggrieved
28 Employee's constitutional rights of freedom of speech and economic liberty and would thus expose

1 Defendant to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or
2 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and
3 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
4 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
5 Code section 2699(f)(2)(B)(ii).

6 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
7 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
8 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and their
9 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
10 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
11 purported confidentiality agreements, purported severance agreements, or purported release
12 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or
13 Aggrieved Employees by Defendants. And, even more specifically, Plaintiff is informed and
14 believes, and based thereon alleges, that Defendants had and have a practice or policy of requiring
15 Plaintiff and other Aggrieved Employees to agree in writing to confidentiality policies that
16 unlawfully restrain trade by prohibiting employees from speaking with prospective employers about
17 their work with Defendants, including but not limited to their wages and working conditions.
18 Defendants also required Plaintiff and Aggrieved Employees to inform prospective employers of
19 Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work. As a result,
20 Employee is informed and believes that Employer violated Labor Code sections 432.5, 1700.31 and
21 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other
22 Aggrieved Employees personally suffered these violations, and that Defendants violated, without
23 limitation, Labor Code section 432.5 and Government Code section 12952, entitling Plaintiff and
24 other Aggrieved Employees to damages. Plaintiff further informed and believes, and based thereon
25 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
26 oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections
27 432.5, 1198, 1700.31 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 34. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
4 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
5 the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
6 Employees pursuant to PAGA.

7 **PARTIES**

8 **A. Plaintiff**

9 35. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
10 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
11 exempt employee, with duties that included, but were not limited to, loading plastic waste for
12 processing, and cleaning. Plaintiff is informed and believes that Plaintiff worked for Defendants
13 from January of 2021 through approximately July of 2024.

14 **B. Defendants**

15 36. Plaintiff is informed and believes and based thereon alleges that defendant
16 PINNPACK CAPITAL HOLDINGS, LLC. is, and at all times relevant hereto was, a Limited
17 Liability Company organized and existing under and by virtue of the laws of the State of Delaware
18 and doing business in the County of Ventura, State of California.

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

1 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
2 include PINNPACK CAPITAL HOLDINGS, LLC, and any of their parent, subsidiary, or affiliated
3 companies within the State of California, as well as DOES 1 through 100 identified herein.

4 **JOINT LIABILITY ALLEGATIONS**

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

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

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

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

28 b. The Individual Defendants derive actual and significant monetary benefits by

1 and through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego Defendants as
2 the funding source for the Individual Defendants' own personal expenditures;

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

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

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

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

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

25 42. Moreover, Plaintiff is informed and believes, and based thereon alleges, that
26 Individual Defendants, and each of them, are liable for the civil penalties, or some of them, described
27 herein because Individual Defendants, and each of them, caused or are otherwise contributed to the
28 violations described herein, or some of them.

1 **FIRST AND ONLY CAUSE OF ACTION**

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

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

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

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

11 45. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
12 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
13 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
14 204 and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one
15 hundred dollars (\$100) for each failure to pay each employee” and “(2) For each subsequent
16 violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay
17 each employee, plus 25 percent of the amount unlawfully withheld.”

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

27 **Civil Penalties Under Labor Code § 226.3**

28 47. Defendants had and have a policy or practice of failing to comply with Labor Code

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

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

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

18 50. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
19 and have a policy or practice of failing to furnish Aggrieved Employees with itemized wage
20 statements as set forth in the preceding paragraphs.

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

26 Violation of Labor Code § 558

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

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

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

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

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

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

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

22 Violation of Labor Code § 1174.5

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

1 or papers of the person.”

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

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

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

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

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

28 ///

Violation of Labor Code § 1197.1

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

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

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

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

62. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ minimum wages for all hours worked or otherwise under Defendants’ control due to, without limitation, routinely failing to accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,

1 entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

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

8 Civil Penalties Under Labor Code § 2699

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

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

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

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

24 **PRAYER**

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

- 27 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
28 1174.5, 1197.1, and 2699;

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

9 Dated: September 12, 2025

BIBIYAN LAW GROUP, P.C.

10 BY: 
11 MOLLY A. DESARIO
12 LAUREL N. HOLMES

13 Attorneys for Plaintiff ADRIAN SANCHEZ,
14 as an aggrieved employee, and on behalf of all
15 other aggrieved employees under the Labor
16 Code Private Attorneys' General Act of 2004
17
18
19
20
21
22
23
24
25
26
27
28