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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **IN AND FOR THE COUNTY OF SAN BERNARDINO**

10 JASON NEUMAN, on behalf of the State of
11 California, as a private attorney general,

12
13 Plaintiff,

14 vs.

15 WESTERN ECOSYSTEMS
16 TECHNOLOGY, INC., a Corporation;
and DOES 1 through 50, inclusive,

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18 Defendants.
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Case No. CIVSB2625099

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 204, 210, 226(a), 226.7, 246, 510, 512,
558(a)(1)(2), 1194, 1197, 1197.1, 1198,
2802, California Code of Regulations,
Title 8, Section 11040, Subdivision
5(A)-(B), and the applicable Wage
Order(s).

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
8/27/2026 2:41 PM
By: Sarena Perez, DEPUTY

1 Plaintiff Jason Neuman (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the
3 Labor Code Private Attorney General Act of 2004, § 2699, (“PAGA”) only, alleges on
4 information and belief, except for his own acts and knowledge which are based on personal
5 knowledge, the following:

6 INTRODUCTION

7 1. PLAINTIFF brings this action against defendant Western Ecosystems
8 Technology, Inc. (referred to as “DEFENDANT”) seeking only to recover PAGA civil
9 penalties on behalf of all current and former aggrieved employees that worked for
10 DEFENDANT. PLAINTIFF does **not seek to recover anything other than penalties as**
11 **permitted by California Labor Code § 2699**. To the extent that statutory violations are
12 mentioned for wage violations, PLAINTIFF does not seek underlying general and/or special
13 damages for those violations, but simply the civil penalties permitted by California Labor Code
14 § 2699.

15 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
16 for PAGA penalties *only*, which is the precise and sole nature of this action.

17 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
18 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
19 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
20 complaint should be construed as attempting to obtain any relief that would not be available in
21 a PAGA-only action.

22 4. PLAINTIFF is not suing in his individual capacity; he is proceeding
23 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.
24 Nothing in this complaint should be construed as PLAINTIFF suing in his individual capacity.

25 THE PARTIES

26 5. Western Ecosystems Technology, Inc. (“DEFENDANT”) is a corporation that at
27 all relevant times mentioned herein conducted and continues to conduct substantial business in
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1 California.

2 6. DEFENDANT is an environmental and statistical consulting firm that provides
3 science-based solutions for natural resource challenges, particularly for energy, industry, and
4 government clients.

5 7. PLAINTIFF is currently employed by DEFENDANT in California. PLAINTIFF's
6 employment with DEFENDANT started in December of 2021. PLAINTIFF has been at all
7 times classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and
8 entitled to the legally required meal and rest periods and payment of minimum and overtime
9 wages due for all time worked.

10 8. PLAINTIFF, and such persons that may be added from time to time who satisfy
11 the requirements and exhaust the administrative procedures under the Private Attorney General
12 Act, brings this Representative Action on behalf of the State of California with respect to all
13 individuals who are or previously were employed by DEFENDANT in California, including any
14 employees staffed with DEFENDANT by a third party, and classified as non-exempt employees
15 ("AGGRIEVED EMPLOYEES") during the time period of June 4, 2025 until a date as
16 determined by the Court (the "PAGA PERIOD").

17 9. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or
18 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
19 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT's
20 violation of California Labor Code §§ 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2),
21 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,
22 Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the foregoing,
23 PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within the
24 meaning of Labor Code § 2699.

25 10. The true names and capacities, whether individual, corporate, subsidiary,
26 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
27 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
28 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this

1 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
2 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
3 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
4 50, inclusive, are responsible in some manner for one or more of the events and happenings
5 that proximately caused the injuries and damages hereinafter alleged.

6 11. The agents, servants and/or employees of the Defendants and each of them
7 acting on behalf of the Defendants acted within the course and scope of his, her or its
8 authority as the agent, servant and/or employee of the Defendants, and personally
9 participated in the conduct alleged herein on behalf of the Defendants with respect to the
10 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
11 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
12 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the
13 conduct of the Defendants' agents, servants and/or employees.

14 15 THE CONDUCT

16 12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
17 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time
18 worked, meaning the time during which an employee is subject to the control of an
19 employer, including all the time the employee is suffered or permitted to work.
20 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without
21 paying them for all the time they are under DEFENDANT's control. Among other things,
22 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
23 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
24 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
25 break. DEFENDANT, as a matter of established company policy and procedure,
26 administers a uniform practice of rounding the actual time worked and recorded by
27 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,
28 so that during the course of their employment, PLAINTIFF and the AGGRIEVED

1 EMPLOYEES are paid less than they would have been paid had they been paid for actual
2 recorded time rather than “rounded” time. As a result, PLAINTIFF and the AGGRIEVED
3 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal
4 breaks by working without their time being correctly recorded and without compensation at
5 the applicable rates. DEFENDANT’s policy and practice not to pay PLAINTIFF and the
6 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT’s business
7 records.

8 13. State law provides that employees must be paid overtime and meal and rest
9 break premiums at one-and-one-half times their “regular rate of pay.” PLAINTIFF and the
10 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
11 tied to specific elements of an employee’s performance.

12 14. The second component of PLAINTIFF’s and the AGGRIEVED
13 EMPLOYEES’ compensation is DEFENDANT’s non-discretionary incentive program that
14 paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their
15 performance for DEFENDANT. The non-discretionary incentive program provided all
16 employees paid on an hourly basis with incentive compensation when the employees met the
17 various performance goals set by DEFENDANT. However, when calculating the regular
18 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and
19 the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive
20 compensation as part of the employees’ “regular rate of pay” for purposes of calculating
21 overtime pay and meal and rest break premium pay. Management and supervisors described
22 the incentive program to potential and new employees as part of the compensation package.
23 As a matter of law, the incentive compensation received by PLAINTIFF and the
24 AGGRIEVED EMPLOYEES must be included in the “regular rate of pay.” The failure to
25 do so has resulted in a underpayment of overtime compensation and meal and rest break
26 premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT.

27 15. As a result of their rigorous work schedules, PLAINTIFF and the
28 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off

1 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
2 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
3 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
4 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
5 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
6 which these employees were required by DEFENDANT to work ten (10) hours of work.
7 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
8 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
9 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
10 and in accordance with DEFENDANT's corporate policy and practice.

11 16. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
12 EMPLOYEES were also required from time to time to work in excess of four (4) hours
13 without being provided ten (10) minute rest periods. Further, these employees were denied
14 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
15 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
16 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
17 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
18 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
19 also not provided with one hour wages in lieu thereof. Additionally, the applicable
20 California Wage Order requires employers to provide employees with off-duty rest periods,
21 which the California Supreme Court defined as time during which an employee is relieved
22 from all work related duties and free from employer control. In so doing, the Court held that
23 the requirement under California law that employers authorize and permit all employees to
24 take rest period means that employers must relieve employees of all duties and relinquish
25 control over how employees spend their time which includes control over the locations
26 where employees may take their rest period. Employers cannot impose controls that prohibit
27 an employee from taking a brief walk - five minutes out, five minutes back. Here,
28 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from

1 unconstrained walks and is unlawful based on DEFENDANT's rule which states
2 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
3 their rest period.

4 17. During the PAGA PERIOD, DEFENDANT failed to accurately record and
5 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
6 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
7 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
8 all time worked, meaning the time during which an employee was subject to the control of
9 an employer, including all the time the employee was permitted or suffered to permit this
10 work. DEFENDANT required these employees to work off the clock without paying them
11 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
12 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
13 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
14 EMPLOYEES forfeited time worked by working without their time being accurately
15 recorded and without compensation at the applicable minimum wage and overtime wage
16 rates. To the extent that the time worked off the clock does not qualify for overtime
17 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
18 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

19 18. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
20 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
21 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
22 provides that every employer shall furnish each of his or her employees with an accurate
23 itemized wage statement in writing showing, among other things, gross wages earned and all
24 applicable hourly rates in effect during the pay period and the corresponding amount of time
25 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
26 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
27 during the pay period and the total hours worked, and the applicable pay period in which the
28 wages were earned pursuant to California Labor Code Section 226(a). The wage statements

1 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
2 identify such information. More specifically, the wage statements failed to identify the
3 accurate total hours worked each pay period. When the hours shown on the wage statements
4 were added up, they did not equal the actual total hours worked during the pay period in
5 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
6 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
7 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
8 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
9 statements which violated Cal. Lab. Code § 226.

10 19. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
11 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
12 the wages are paid not more than seven (7) calendar days following the close of the payroll
13 period. Cal. Lab. Code § 210 provides:

14 in [I]n addition to, and entirely independent and apart from, any other penalty provided
15 this article, every person who fails to pay the wages of each employee as provided in
16 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
17 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
each subsequent violation, or any willful or intentional violation, two hundred dollars
(\$200) for each failure to pay each employee, plus 25 percent of the amount
unlawfully withheld.

18 20. DEFENDANT from time to time failed to pay PLAINTIFF and the
19 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
20 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
21 wage payments.

22 21. DEFENDANT underpaid sick pay wages to PLAINTIFF and the
23 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
24 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
25 employees earn non-discretionary remuneration, including, but not limited to, incentives,
26 shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay,
27 DEFENDANT underpays sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at
28 their base rates of pay.

1 22. Cal. Lab. Code Section 246(l)(2) requires that paid sick time for nonexempt
2 employees be calculated by dividing the employee's total wages, not including overtime
3 premium pay, by the employee's total hours worked in the full pay periods of the prior 90
4 days of employment.

5 23. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
6 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely
7 earned non-discretionary incentive wages which increased their regular rate of pay.
8 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
9 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
10 required under Cal. Lab. Code Section 246.

11 24. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
12 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
13 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
14 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
15 2802, employers are required to indemnify employees for all expenses incurred in the course
16 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
17 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
18 employee in direct consequence of the discharge of his or her duties, or of his or her
19 obedience to the directions of the employer, even though unlawful, unless the employee, at
20 the time of obeying the directions, believed them to be unlawful."

21 25. In the course of their employment PLAINTIFF and the AGGRIEVED
22 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
23 personal cellular phones as a result of and in furtherance of their job duties as employees for
24 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
25 associated with the use of their personal cellular phones for DEFENDANT's benefit.
26 Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by
27 DEFENDANT to use their personal cellular phones. As a result, in the course of their
28 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES

1 incurred unreimbursed business expenses which included, but were not limited to, costs
2 related to the use of their personal cellular phones all on behalf of and for the benefit of
3 DEFENDANT.

4 **JURISDICTION AND VENUE**

5 26. This Court has jurisdiction over this Action pursuant to California Code of
6 Civil Procedure, Section 410.10.

7 27. Venue is proper in this Court pursuant to California Code of Civil Procedure,
8 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
9 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
10 facilities in this County and/or conducts substantial business in this County, and (ii)
11 committed the wrongful conduct herein alleged in this County against AGGRIEVED
12 EMPLOYEES.

13 **FIRST CAUSE OF ACTION**

14 **For Violation of the Private Attorneys General Act**

15 **[Cal. Lab. Code §§ 2698]**

16 **(By PLAINTIFF and Against All Defendants)**

17 28. PLAINTIFF realleges and incorporates by this reference, as though fully set
18 forth herein, the prior paragraphs of this Complaint.

19 29. PAGA is a mechanism by which the State of California itself can enforce state
20 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
21 the state's labor law enforcement agencies. An action to recover civil penalties under
22 PAGA is fundamentally a law enforcement action designed to protect the public and not to
23 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
24 but to create a means of "deputizing" citizens as private attorneys general to enforce the
25 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
26 public interest to allow aggrieved employees, acting as private attorneys general to recover
27 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
28

1 claims cannot be subject to arbitration.

2 30. PLAINTIFF, and such persons that may be added from time to time who
3 satisfy the requirements and exhaust the administrative procedures under the Private
4 Attorney General Act, brings this Representative Action on behalf of the State of California
5 with respect to all individuals who are or previously were employed by DEFENDANT in
6 California, including any employees staffed with DEFENDANT by a third party, and
7 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time
8 period of June 4, 2025 until a date as determined by the Court (the "PAGA PERIOD").

9 31. On June 4, 2026, PLAINTIFF gave written notice by electronic mail to the
10 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
11 employer of the specific provisions of this code alleged to have been violated as required by
12 Labor Code § 2699.3. *See Exhibit #1*, attached hereto and incorporated by this reference
13 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
14 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
15 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
16 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

17 32. The policies, acts and practices heretofore described were and are an unlawful
18 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
19 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
20 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
21 (d) failed to pay overtime wages and sick pay wages, and (e) failed to reimburse employees
22 for required expenses, all in violation of the applicable Labor Code sections listed in Labor
23 Code §§ 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198,
24 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the
25 applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such
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1 conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the
2 Labor Code Private Attorney General Act of 2004 as the representative of the State of
3 California for the illegal conduct perpetrated on other AGGRIEVED EMPLOYEES.

4
5 **PRAYER FOR RELIEF**

6 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
7 severally, as follows:

8 1. On behalf of the State of California and with respect to other AGGRIEVED
9 EMPLOYEES:

10 A) Recovery of civil penalties as prescribed by the Labor Code Private
11 Attorneys General Act of 2004; and,

12 B) An award of attorneys' fees and cost of suit, as allowable under the
13 law, including, but not limited to, pursuant to Labor Code §2699.

14 Dated: August 27, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
15

16 By: /s/ Nicholas De Blouw
17 Kyle R. Nordrehaug
18 Nicholas J. De Blouw
19 *Attorneys for Plaintiff*
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27 _____
28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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**WRITERS EXT:
1009**

June 4, 2026
CA3914

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency Western Ecosystems Technology, Inc.
Online Filing

CT Corporation System
330 North Brand Blvd., Suite 700
Glendale, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Jason Neuman (“Plaintiff”) and all other Aggrieved Employees of Western Ecosystems Technology, Inc. (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Western Ecosystems Technology, Inc. in California, including any employees staffed with Western Ecosystems Technology, Inc. by a third party, and classified as non-exempt employees during the time period of June 4, 2025 until a date as determined by the Court (“PAGA Period”). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff has been employed by Defendant since December of 2021 and has worked in California during the PAGA Period. Plaintiff has at all times been classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully fails to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their non-compliant meal and rest breaks, and for business expenses incurred but not reimbursed.

Plaintiff is employed by Defendant as a Biological Field Technician. Plaintiff works in the field in various locations in California including Ivanpah, Mojave and Blythe. Plaintiff’s job duties include post construction monitoring of various locations in

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California and generating environmental surveys as it relates to how certain projects and/or technology affects the habitat, such as how birds are affected by solar fields and/or wind farms. Plaintiff often walks 4-12 miles in a day either by himself or as part of a crew. During the PAGA Period, Plaintiff and other Aggrieved Employees have been subjected to numerous violations during their employment with Defendant.

From time to time Plaintiff is unable to take compliant meal breaks and rest breaks which are sometimes late, interrupted or missed entirely in violation of Cal. Labor Codes Section 226.7, 512 & 1198. For example, Plaintiff was not aware and/or made aware by Defendant that he was supposed to take his meal break by the 5th hour of this shift when working in California. As a result, Plaintiff's meal breaks were sometimes late. Also, Plaintiff's meal breaks were sometimes interrupted by work related issues, such as catching up on communications with other project managers via email, calls or text messages. Plaintiff's meal breaks were also missed from time to time due to being too busy with work. Plaintiff was also not aware and/or made aware by Defendant that he had to take 2 rest breaks during his typical shift when working in California. As such, it was not uncommon for Plaintiff to not take any rest breaks during a shift. Defendant did not provide Plaintiff with all the penalty payments he was entitled to for the meal and rest break violations described above.

Plaintiff also worked while off the clock which resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. By way of background, Defendant uses Vantagepoint software to track employees' time. Time, such as Plaintiff's, is not recorded electronically throughout a given day. Instead, employees such as Plaintiff, are required to submit and/or fill in their time sheets on Vantagepoint for the previous week by Monday morning at 6 a.m. In other words, Plaintiff takes notes on a daily basis regarding his time and fills out his time sheet at the end of the day or the end of the week as long as all time is submitted by Monday morning of the following week. It should be noted that Plaintiff is only required to submit his hours and not when he took his meal breaks. The process of entering his time into the Vantagepoint software takes 35-45 minutes per week. Defendant does not pay Plaintiff for this compensable work time resulting in unpaid minimum and overtime wages. Pursuant to Labor Code § 204 & 210, Defendant fails to timely provide Plaintiff and other Aggrieved Employees with their wages. The violations by Defendant are as a result of the non-payment of meal and rest break penalties and the failure to pay for all the off the clock work.

Additionally, Plaintiff and the Aggrieved Employees are paid on an hourly basis. Therefore, the wage statements should reflect all applicable hourly rates during the pay period and the proper regular and overtime wages earned. Plaintiff alleges that Defendant fails to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). The wage statements Defendant provides to Plaintiff and the Aggrieved employees are not accurate because, for example,

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the wage statements fail to identify the correct number of hours worked since Defendant fails to record the time Plaintiff spends filling out his time sheets on Vantagepoint, as set forth above. In addition, Defendant from time to time has withheld the wrong amount of state taxes as it relates to Plaintiff and other Aggrieved Employees. Incorrect tax withholding amounts has resulted in inaccurate wage statements.

Defendant also paid Plaintiff and other Aggrieved Employees non-discretionary incentive compensation wages during the PAGA Period and failed to correctly include these payments into Plaintiff's regular rate for the purposes of calculating the correct overtime and sick pay and as a result violated Labor Code Sections 246 and 510. For example, during the PAGA Period Defendant paid Plaintiff a non-discretionary bonus ("**Bonus**") in the amount of \$400 during a pay period in which Plaintiff also worked overtime. Defendant, however, failed to include the bonus into Plaintiff's regular rate and as a result Plaintiff was underpaid overtime wages during the PAGA Period. Attached as **Exhibit #1** is a true and correct copy of Plaintiff's wage statement for the pay period between October 5, 2025 to October 18, 2025 showing the bonus payment and the aforementioned failure to include this bonus into Plaintiff's regular rate.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, even though Plaintiff received a company cell phone, he nonetheless uses his personal cell phone from time to time for work-related purposes, without getting reimbursed any reasonable expenses for the costs he incurs. Sometimes Plaintiff's company phone has service issues in remote areas whereas his personal cell phone works. Moreover, Plaintiff's supervisor contacts him on his personal cell phone to get a hold of him and also Plaintiff has had to download work-related applications. Furthermore, Plaintiff has incurred expenses, for which he has not been reimbursed, in that he was forced to hire a tax professional to review and correct Defendant's mistakes regarding incorrect tax withholding amounts as set forth above.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Ricardo Ehmann

Ricardo R. Ehmann, Esq.

EXHIBIT 1

Remittance Advice

To Jason C Neuman

Employee Number
Check Number
Check Date

000000185122
10/31/2025

Employee No.		Name				Pay Type	Reg. Payroll Period	Ovt. Payroll Period	Check Date	Current Net Pay					
		Jason C Neuman				Hourly	10/5/2025-10/18/2025	10/5/2025-10/18/2025	10/31/2025	2,388.27					
Earnings	Rate	Current Hours	Current Amount	YTD Hours	YTD Amount	Withholdings	Current Amount	YTD Amount	Dir. Deposit Bank ID	Account	Amount				
Regular	30.50			63.00	1,921.50	401k Deferral					2,388.27				
Regular	31.00	79.25	2,456.75	1,230.25	38,137.75	401k Roth	175.97	2,672.02	Absences	Earned	Taken	Balance			
Overtime	45.75			6.75	308.81	Accident Plan		64.00					0.00	0.00	0.00
Overtime	46.50	14.25	662.63	246.25	11,450.63	Arizona State							0.00		
Overtime-2	62.00			3.25	201.50	CA SDI -	42.23	619.60					3.11	11.75	16.10
Bonus			400.00		650.00	California State	191.95	2,142.54							
Totals		93.50	3,519.38	1,549.50	52,670.19	Cigna Open		1,036.20							
Western EcoSystems Technology, Inc. 415 West 17th Street, Suite 200 Cheyenne, WY 82001 (307) 632-3169 General Checking - ANB 332						Critical Illness		82.00							
						Delta Dental									
						Federal Income	451.73	5,331.77							
						Hospital		130.80							
						Life Insurance									
						MASA		190.00							
						Medicare Tax	51.03	748.69							
						Social Security	218.20	3,201.31							
						Voluntary Life		100.00							
						VSP Vision Plan									
						Other									
						Totals	1,131.11	16,318.93							