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[Cont. on Next Page]

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA**

ERIC GONZALEZ, and RICK DOWNEY, on
behalf of the State of California and
Aggrieved Employees,

Plaintiff,

vs.

SUPER MICRO COMPUTER, INC.

Defendant.

Case No. 25CV476626

**AMENDED COMPLAINT FOR PENALTIES
PURSUANT TO SECTIONS 2699(a) AND (f)
OF THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

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1 Plaintiffs Eric Gonzalez and Rick Downey (collectively, “Plaintiffs”), on behalf of the State of
2 California and Aggrieved Employees, complain and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiffs bring this enforcement action against Defendant Super Micro Computer, Inc.
5 (“Super Micro” or “Defendant”) on behalf of the State of California to collect penalties as a result of
6 Defendant’s systematic violations of California labor law with respect to Defendant’s misclassification
7 of exempt workers in the State of California (the “Aggrieved Employees”).

8 2. Plaintiffs and Aggrieved Employees are current and former exempt workers employed
9 by Defendant in California wrongfully classified as exempt employees.

10 3. Defendant’s employment policies and practices include misclassifying Aggrieved
11 Employees as exempt. Because Defendant does not properly classify Aggrieved Employees as non-
12 exempt, these employees are not provided the protections and rights they are entitled to under
13 California’s labor laws, including overtime wages, meal and rest periods, and accurate itemized wage
14 statements.

15 4. Plaintiffs challenge Defendant’s unlawful misclassification policies and practices
16 which result in systematic violations of: (1) failing to pay Plaintiffs and Aggrieved Employees
17 overtime wages; (2) failing to authorize and permit Plaintiffs and Aggrieved Employees to take
18 compliant meal periods to which they are entitled by law, and failing to pay premium compensation
19 for non-compliant meal periods; (3) failing to authorize and permit Plaintiffs and Aggrieved
20 Employees to take compliant rest periods to which they are entitled by law, and failing to pay premium
21 compensation for non-compliant rest periods; (4) failing to provide Plaintiffs and Aggrieved
22 Employees true and accurate itemized wage statements; and (5) failing to pay all wages due timely
23 and at separation.

24 5. Plaintiffs, on behalf of the State of California, seek to recover penalties and reasonable
25 attorneys’ fees for these violations pursuant to Sections 2699(a) and (f) of the California Labor Code
26 Private Attorneys General Act (“PAGA”).

27 **PARTIES**

28 6. Plaintiffs and Aggrieved Employees are all current and former exempt employees of

1 Defendant in the State of California willfully and improperly classified as exempt employees. The
2 Aggrieved Employees work as, but not limited to, salaried Inside Sales Representatives, Account
3 Managers, Sales Directors, and Sales Managers in California.

4 7. Plaintiff Eric Gonzalez is an individual over the age of eighteen and, at all times
5 relevant to this Complaint, was a resident of the State of California.

6 8. Plaintiff worked for Defendant as an Inside Sales Representative in San Jose,
7 California, from approximately February 2023 to May 2024.

8 9. Plaintiff Rick Downey is an individual over the age of eighteen and, at all times relevant
9 to this Complaint, was a resident of the State of California.

10 10. Plaintiff worked for Defendant as a Senior Account Manager in San Jose, California,
11 from approximately January 2023 to October 2024.

12 11. Plaintiffs are informed, believe, and thereon allege that Defendant Super Micro
13 Computer, Inc. is a Delaware corporation with its principal place of business located in San Jose,
14 California. Super Micro is registered to do business in the State of California and does business in the
15 State of California. Super Micro may be served with process by serving its registered agent, Kim Liou,
16 980 Rock Ave., San Jose, California 95131.

17 12. Plaintiffs are informed, believe, and thereon allege that Defendant employs hundreds
18 of exempt workers similarly situated to Plaintiffs in California. Plaintiffs are informed, believe, and
19 thereon allege that, in California, Defendant owns, operates, and/or manages locations in this county.
20 Plaintiffs are informed, believe, and thereon allege that Defendant employs Aggrieved Employees, in
21 this County and throughout California.

22 13. At all material times, Defendant does business under the laws of California, has places
23 of business in the State of California, including in this County, and employs Aggrieved Employees in
24 this County. Defendant is a “person” as defined in Cal. Lab. Code § 18 and Cal. Bus. & Prof. Code §
25 17201. Defendant is also an “employer” as that term is used in the California Labor Code and the IWC
26 Wage Orders.

27 14. Defendant employs Plaintiffs and Aggrieved Employees because Defendant, directly
28 or indirectly, controls the employment terms, pay practices, timekeeping practices, and daily work of

1 Plaintiffs and Aggrieved Employees.

2 **SUBJECT MATTER JURISDICTION AND VENUE**

3 15. Venue is proper in this County pursuant to Cal. Code Civ. Proc. §§ 393 and/or 395.5.
4 Defendant conducts business and employs Aggrieved Employees in this County, and therefore the
5 liability and the cause, or some part of the cause, arose in this County.

6 16. This Court has jurisdiction over Plaintiffs' claims for penalties pursuant to the PAGA.
7 The Court also has jurisdiction over Defendant because they are a corporation authorized to do
8 business in the State of California, and because Defendant does in fact do business and employs
9 workers in the State of California.

10 **FACTUAL ALLEGATIONS**

11 17. Upon information and belief, Super Micro Computer, Inc. designs, develops,
12 manufactures, and sells high performance, server and storage solutions, along with related software
13 and services.

14 18. Super Micro willfully misclassifies Plaintiffs and Aggrieved Employees as exempt
15 from California's wage and hour laws when Super Micro knows that Aggrieved Employees are non-
16 exempt employees entitled to the protections of California labor laws.

17 19. Pursuant to Defendant's uniform corporate policy, Plaintiffs and Aggrieved Employees
18 are paid a set salary, regardless of hours actually worked. Plaintiffs and Aggrieved Employees are also
19 paid commission that correlates to their results and performance.

20 20. Defendant misclassifies Plaintiffs and Aggrieved Employees as exempt, including
21 pursuant to the Inside Sales Exemption. However, no exemption from California overtime laws
22 applies. Plaintiffs and Aggrieved Employees earn less than 50% of their pay from commissions.
23 Defendant has and continues to willfully, improperly classify Plaintiffs and Aggrieved Employees as
24 "exempt" even though Defendant knows they do not qualify for the exemptions.

25 21. By misclassifying Plaintiffs and Aggrieved Employees as exempt employees, Super
26 Micro withholds from Aggrieved Employees and denies Aggrieved Employees overtime wages, meal
27 and rest breaks, premium wages for missed and non-compliant meal and rest breaks, itemized and
28 accurate wage statements, and all earned wages upon separation.

1 22. Plaintiff Gonzalez worked for Defendant as an Inside Sales Representative in San Jose,
2 California from approximately February 2023 to May 2024.

3 23. Plaintiff Downey worked for Defendant as a Senior Account Manager in San Jose,
4 California from approximately January 2023 to October 2024.

5 24. Plaintiffs and Aggrieved Employees routinely work in excess of eight (8) hours in a
6 day and in excess of forty (40) hours in a week.

7 25. Plaintiffs are informed, believe, and thereon allege that Defendant employs and has
8 employed hundreds of workers similarly situated to Plaintiffs in California.

9 26. Plaintiffs are informed, believe, and thereon allege that Aggrieved Employees perform
10 work substantially similar to Plaintiffs, in that they support the daily functions of running Defendant's
11 business activities.

12 27. Aggrieved Employees perform their jobs under Defendant's supervision using materials
13 and technology approved and supplied by Defendant.

14 28. Aggrieved Employees are required to follow and abide by Defendant's common work,
15 time, and pay policies and procedures in the performance of their jobs.

16 29. At the end of each pay period, Aggrieved Employees receive wages from Defendant that
17 are determined by common systems and methods that Defendant selects and controls.

18 30. Plaintiffs are informed, believe, and thereon allege that Defendant's policies and
19 practices have at all relevant times been similar for Plaintiffs and Aggrieved Employees, regardless of
20 location in the State of California. Upon information and belief, Aggrieved Employees worked more
21 than eight (8) hours per day and more than forty (40) hours in at least one workweek during the one
22 (1) year before this Complaint was filed.

23 31. Defendant does not pay overtime and/or double time for hours worked over 8 hours in
24 a workday, over 12 hours in a workday, and/or over 40 hours in the workweek. Aggrieved Employees
25 work frequently over 8 hours in a workday, over 12 hours in a workday, and/or over 40 hours in the
26 workweek, without overtime or double time wages. Defendant's failure to timely pay wages is willful
27 and/or intentional.

28 32. Plaintiffs and Aggrieved Employees are not provided with an uninterrupted, off-duty,

1 30-minute meal period before the fifth hour of work. Defendant's policies, practices, and procedures
2 prevent Plaintiffs and Aggrieved Employees from taking their meal periods before the end of the fifth
3 hour, as required. Defendant requires Plaintiffs and Aggrieved Employees to either continue working
4 during their meal breaks and/or schedules mandatory meetings during Aggrieved Employees' meal
5 periods.

6 33. For each day Plaintiffs and Aggrieved Employees work shifts over ten hours, Defendant
7 regularly denies and fails to provide Plaintiffs and Aggrieved Employees with compliant second 30-
8 minute uninterrupted meal periods before the end of the tenth hour of work. When Plaintiffs and
9 Aggrieved Employees are entitled to a second meal period, Defendant requires them to work the
10 entirety of their shifts without providing or offering a second meal period.

11 34. Defendant fails to pay Plaintiffs and Aggrieved Employees meal period premiums to
12 which they are entitled to for these missed, late, and otherwise non-compliant first and second meal
13 breaks.

14 35. Defendant also routinely fails to authorize or permit off duty, paid rest periods of at least
15 10 minutes of rest time for every 4 hours of work. Unless relieved and directed to take a break,
16 Plaintiffs and Aggrieved Employees are expected to continue working, and do continue working.
17 Defendant does not direct or allow Plaintiffs and Aggrieved Employees to cease working to take rest
18 breaks. Instead, Plaintiffs and Aggrieved Employees are directed and expected to continue working
19 until their meal break or the end of the workday without a rest break.

20 36. Defendant fails to pay Plaintiffs and Aggrieved Employees rest period premiums to
21 which they are entitled for these missed, late, and otherwise non-compliant rest breaks.

22 37. Plaintiffs are informed, believe, and thereon allege that Defendant utilizes and applies
23 these meal and rest break policies and practices across all of Defendant's facilities and worksites
24 throughout California.

25 38. Defendant's failure to pay overtime wages, and provide compliant meal and rest breaks
26 also result in a failure to provide Plaintiffs and Aggrieved Employees, accurate itemized wage
27 statements as required by California law. The wage statements Defendants provide are not accurate
28 because they do not reflect (1) payments for overtime wages for hours worked over 8 hours in a

workday, over 12 hours in a workday, and/or over 40 hours in the workweek, (2) payment for premium pay for missed meal breaks, rest breaks, and second meal breaks, and (3) the accurate hours worked.

39. Moreover, Defendant does not provide Plaintiffs and Aggrieved Employees with full payment of all wages owed at the end of employment. These workers are owed wages and premium pay for overtime and missed meal and rest breaks when their employment ends. These amounts remain unpaid after voluntary and involuntary termination. As a consequence, Defendant is subject to waiting time penalties under the California Labor Code.

40. Defendant's conduct has been knowing, willful, and carried out in bad faith, and has caused significant damage to Plaintiffs and Aggrieved Employees. Defendant did not take requisite reasonable steps to ensure that Plaintiffs and Aggrieved Employees were provided with timely and compliant meal and rest breaks, premium pay for overtime and missed or non-compliant breaks, compensated for all hours worked, or accurate wage statements, and timely paid for all wages at separation.

41. Plaintiffs are informed, believe, and thereon allege that Defendant knew or should have known that Plaintiffs and Aggrieved Employees regularly do not receive timely and compliant meal and rest breaks, premium pay for overtime and missed or non-compliant breaks, payment for all hours worked, or accurate wage statements, and that Defendant does not timely pay all final wages. Thus, Defendant's denial of wages, compliant meal and rest periods and related premium pay, failure to pay for all hours worked, failure to provide complete and accurate wage statements, and failure to timely pay all final wages is and/or was deliberate and willful.

42. Plaintiffs are informed, believe, and thereon allege that Defendant's unlawful conduct has been widespread, repeated, and consistent as to Aggrieved Employees and throughout Defendant's operations in the State of California.

FIRST CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(f)

(Failure to Pay Overtime Premiums)

(On Behalf of the State of California and Aggrieved Employees)

43. Plaintiffs reallege and incorporate the foregoing paragraphs as though fully set forth

1 herein.

2 44. Cal. Lab. Code § 2699(f) provides:

3 For all provisions of this code except those for which a civil penalty is specifically
4 provided, there is established a civil penalty for a violation of these provisions, as
5 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
6 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee
7 per pay period for the initial violation and two hundred dollars (\$200) for each
8 aggrieved employee per pay period for each subsequent violation.

9 45. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees
10 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
11 commission basis or method of calculation.”

12 46. IWC Wage Order 4-2001(2)(K) defines hours worked as “the time during which an
13 employee is subject to the control of an employer and includes all the time the employee is suffered
14 or permitted to work, whether or not required to do so.”

15 47. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
16 conditions that violate the Wage Orders.

17 48. Cal. Lab. Code § 510 provides, in relevant part:

18 Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one
19 workday and any work in excess of 40 hours in any one workweek and the first eight
20 hours worked on the seventh day of work in any one workweek shall be compensated
21 at the rate of no less than one and one-half times the regular rate of pay for an employee.
22 Any work in excess of 12 hours in one day shall be compensated at the rate of no less
23 than twice the regular rate of pay for an employee. In addition, any work in excess of
24 eight hours on any seventh day of a workweek shall be compensated at the rate of no
25 less than twice the regular rate of pay of an employee. Nothing in this section requires
26 an employer to combine more than one rate of overtime compensation in order to
27 calculate the amount to be paid to an employee for any hour of overtime work.

28 49. Cal. Lab. Code § 1194 provides, in relevant part:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less
than the legal minimum wage or the legal overtime compensation applicable to the
employee is entitled to recover in a civil action the unpaid balance of the full amount
of this minimum wage or overtime compensation, including interest thereon,
reasonable attorney’s fees, and costs of suit.

50. Defendant’s misclassification of Plaintiffs and Aggrieved Employees as exempt results
in the failure to pay all wages and overtime.

51. To the extent that any violation alleged herein does not carry penalties under Cal. Lab.

1 Code § 2699(a), Plaintiffs seek civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period
2 in which Plaintiffs and an Aggrieved Employee were aggrieved, in the amounts established by Cal.
3 Lab. Code § 2699(f). Plaintiffs seek penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiffs and
4 Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal.
5 Lab. Code §§ 510 1194, 1198, IWC Wage Order 4-2001, and any other violation alleged herein which
6 does not carry penalties under Cal. Lab. Code § 2699(a).

7 52. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on April 17, 2025, Plaintiff
8 Gonzalez provided the Labor and Workforce Development Agency (“LWDA”) with notice of his
9 intention to file this claim. On April 17, 2025, Plaintiff Gonzalez mailed Defendant a copy of such
10 notice via certified mail. At least sixty-five (65) calendar days have passed without response from the
11 LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance
12 with Cal. Lab. Code § 2699.3(a).

13 53. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on September 3, 2025, Plaintiffs
14 Gonzalez and Downey provided the Labor and Workforce Development Agency (“LWDA”) with
15 notice of their intention to file this claim. On September 3, 2025, Plaintiffs mailed Defendant a copy
16 of the amended notice via certified mail. At least sixty-five (65) calendar days have passed without
17 response from the LWDA. Plaintiffs satisfied the administrative prerequisites to commence this civil
18 action in compliance with Cal. Lab. Code § 2699.3(a).

19 54. Plaintiffs seeks the aforementioned penalties on behalf of the State, other Aggrieved
20 Employees, and themselves as set forth in Cal. Lab. Code § 2699(g)(1).

21 55. Defendant is liable to Plaintiffs, Aggrieved Employees, and the State of California for
22 the civil penalties set forth in this Complaint. Plaintiffs are also entitled to an award of attorneys’ fees
23 and costs as set forth below.

24 56. Wherefore, Plaintiffs request relief as hereinafter provided.
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1 **SECOND CAUSE OF ACTION**

2 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

3 **(Meal and Rest Period Premiums)**

4 **(On Behalf of the State of California and Aggrieved Employees)**

5 57. Plaintiffs reallege and incorporate the foregoing paragraphs as though fully set forth
6 herein.

7 58. Cal. Lab. Code § 2699(f) provides:

8 For all provisions of this code except those for which a civil penalty is specifically
9 provided, there is established a civil penalty for a violation of these provisions, as
10 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
11 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee
12 per pay period for the initial violation and two hundred dollars (\$200) for each
13 aggrieved employee per pay period for each subsequent violation.

14 59. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees
15 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
16 commission basis or method of calculation.”

17 60. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 require Defendant to
18 authorize, permit, and/or make available timely and compliant meal periods to their employees. Cal.
19 Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 prohibit employers from employing an
20 employee for more than five (5) hours without a meal period of not less than thirty (30) minutes, and
21 from employing an employee more than ten (10) hours per day without providing the employee with
22 a second meal period of not less than thirty (30) minutes.

23 61. Cal. Lab. Code § 226.7 and IWC Wage Order 4-2001 require Defendant to pay
24 employees one additional hour of pay at their regular rate of compensation for each workday that a
25 timely, compliant meal or rest period is not provided.

26 62. Defendant’s misclassification of Plaintiffs and Aggrieved Employees as exempt results
27 in meal period violations and Defendant’s failure to pay proper premium payments for non-compliant
28 meal breaks.

63. To the extent that any violation alleged herein does not carry penalties under Cal. Lab.
Code § 2699(a), Plaintiffs seek civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period

1 in which Plaintiffs and Aggrieved Employees were aggrieved, in the amounts established by Cal. Lab.
2 Code § 2699(f). Plaintiffs seek penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiffs and
3 Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal.
4 Lab. Code §§ 226.7, 512, 1198, IWC Wage Order 4-2001, and any other violation alleged herein which
5 does not carry penalties under Cal. Lab. Code § 2699(a).

6 64. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on April 17, 2025, Plaintiff Gonzalez
7 provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to
8 file this claim. On April 17, 2025, Plaintiff Gonzalez mailed Defendant a copy of such notice via
9 certified mail. At least sixty-five (65) calendar days have passed without response from the LWDA.
10 Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with
11 Cal. Lab. Code § 2699.3(a) and (c).

12 65. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on September 3, 2025, Plaintiffs
13 Gonzalez and Downey provided the Labor and Workforce Development Agency (“LWDA”) with
14 notice of their intention to file this claim. On September 3, 2025, Plaintiffs mailed Defendant a copy
15 of the amended notice via certified mail. At least sixty-five (65) calendar days have passed without
16 response from the LWDA. Plaintiffs satisfied the administrative prerequisites to commence this civil
17 action in compliance with Cal. Lab. Code § 2699.3(a).

18 66. Plaintiffs seek the aforementioned penalties on behalf of the State, other Aggrieved
19 Employees, and themselves as set forth in Cal. Lab. Code § 2699(g)(1).

20 67. Defendant is liable to Plaintiffs, Aggrieved Employees, and the State of California for
21 the civil penalties set forth in this Complaint. Plaintiffs are also entitled to an award of attorneys’ fees
22 and costs as set forth below.

23 68. Wherefore, Plaintiffs request relief as hereinafter provided.

24 **THIRD CAUSE OF ACTION**

25 **Penalties Pursuant to Cal. Lab. Code § 2699(a)**

26 **(Failure to Provide True and Accurate Itemized Wage Statements)**

27 **(On Behalf of the State of California and Aggrieved Employees)**

28 69. Plaintiffs reallege and incorporate the foregoing paragraphs as though fully set forth

1 herein.

2 70. Cal. Lab. Code § 2699(a) provides:

3 Notwithstanding any other provision of law, any provision of this code that provides
4 for a civil penalty to be assessed and collected by the Labor and Workforce
5 Development Agency or any of its departments, divisions, commissions, boards,
6 agencies, or employees, for a violation of this code, may, as an alternative, be recovered
7 through a civil action brought by an aggrieved employee on behalf of himself or herself
8 and to other current or former employees.

9 71. Cal. Lab. Code § 226(a) provides:

10 An employer, semimonthly or at the time of each payment of wages, shall furnish to
11 their employee, either as a detachable part of the check, draft, or voucher paying the
12 employee's wages, or separately if wages are paid by personal check or cash, an
13 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
14 worked by the employee, except as provided in subdivision (i), (3) the number of piece-
15 rate units earned and any applicable piece rate if the employee is paid on a piece-rate
16 basis, (4) all deductions, provided that all deductions made on written orders of the
17 employee may be aggregated and shown as one item, (5) net wages earned, (6) the
18 inclusive dates of the period for which the employee is paid, (7) the name of the
19 employee and only the last four digits of their social security number or an employee
20 identification number other than a social security number, (8) the name and address of
21 the legal entity that is the employer and, if the employer is a farm labor contractor, as
22 defined in subdivision (b) of Section 1682, the name and address of the legal entity that
23 secured the services of the employer, and (9) all applicable hourly rates in effect during
24 the pay period and the corresponding number of hours worked at each hourly rate by
25 the employee...

26 72. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

27 An employee suffering injury as a result of a knowing and intentional failure by an
28 employer to comply with subdivision (a) is entitled to recover the greater of all actual
damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to
an award of costs and reasonable attorney's fees.

73. Cal. Lab. Code § 226.3 provides:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil
penalty in the amount of two hundred fifty dollars (\$250) per employee per violation
in an initial citation and one thousand dollars (\$1,000) per employee for each violation
in a subsequent citation, for which the employer fails to provide the employee a wage
deduction statement or fails to keep the records required in subdivision (a) of Section
226. The civil penalties provided for in this section are in addition to any other penalty
provided by law.

74. Cal. Lab. Code § 226 also requires employers to keep records required to be maintained
under § 226(a) for at least three (3) years.

75. Cal. Lab. Code § 1174(d) provides, in relevant part:

[Employers shall] [k]eep, at a central location in the state or at the plants or
establishments at which employees are employed, payroll records showing the hours

worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission...

76. Cal. Lab. Code § 1174.5 provides, in relevant part:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

77. IWC Wage Order 4-2001, Section 7, provides, in relevant part:

(A) Every employer shall keep accurate information with respect to each employee including the following:

(3) ... Time records showing when the employee begins and ends each work period....

(4) Total wages paid each payroll period...

(5) Total hours worked during the payroll period and applicable rates of pay...

(B) Every employer who has control over wages, hours, or working conditions shall semimonthly or at the time of each payment of wages furnish each employee an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item. (See Labor Code Section 226.) This information shall be furnished either separately or as a detachable part of the check, draft, or voucher paying the employee's wages....

78. Defendant's misclassification of Plaintiffs and Aggrieved Employees as exempt results in the failure to issue compliant itemized wage statements containing all of the information required under Cal. Lab. Code § 226 and to maintain all records required under Cal. Lab. Code §§ 226 and 1174.

79. Plaintiffs seek penalties pursuant to Cal. Lab. Code § 2699(a) for each pay period in which Plaintiff and an Aggrieved Employee were aggrieved, in the amounts established by those sections, including but not limited to penalties under Cal. Lab. Code §§ 226.3, 226(e)(1), and 1174.5. Plaintiffs seek penalties pursuant to Cal. Lab. Code § 2699(a) for Plaintiffs and Aggrieved Employees for each failure by Defendant, alleged above, to provide Plaintiffs and Aggrieved Employees an accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a). Plaintiffs also seek civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendant, alleged above, to maintain records in compliance with Cal. Lab. Code §§ 226 and 1174 and IWC Wage Order 4-2001.

80. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on April 17, 2025, Plaintiff Gonzalez

1 provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to
2 file this claim. On April 17, 2025, Plaintiff Gonzalez mailed Defendant a copy of such notice via
3 certified mail. At least sixty-five (65) calendar days have passed without response from the LWDA.
4 Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with
5 Cal. Lab. Code §§ 2699.3(a) and (c).

6 81. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on September 3, 2025, Plaintiffs
7 Gonzalez and Downey provided the Labor and Workforce Development Agency (“LWDA”) with
8 notice of their intention to file this claim. On September 3, 2025, Plaintiffs mailed Defendant a copy
9 of the amended notice via certified mail. At least sixty-five (65) calendar days have passed without
10 response from the LWDA. Plaintiffs satisfied the administrative prerequisites to commence this civil
11 action in compliance with Cal. Lab. Code § 2699.3(a).

12 82. Plaintiffs seek the aforementioned penalties on behalf of the State, other Aggrieved
13 Employees, and themselves as set forth in Cal. Lab. Code § 2699.

14 83. Defendant is liable to Plaintiffs, Aggrieved Employees, and the State of California for
15 the civil penalties set forth in this Complaint. Plaintiffs are also entitled to an award of attorneys’ fees
16 and costs as set forth below.

17 84. Wherefore, Plaintiffs requests relief as hereinafter provided.

18 **FOURTH CAUSE OF ACTION**

19 **Penalties Pursuant to Cal. Lab. Code § 2699(a)**

20 **(Waiting Time Penalties)**

21 **(On Behalf of the State of California and Aggrieved Employees)**

22 85. Plaintiffs reallege and incorporate the foregoing paragraphs as though fully set forth
23 herein.

24 86. Cal. Lab. Code § 2699(a) provides:

25 Notwithstanding any other provision of law, any provision of this code that provides
26 for a civil penalty to be assessed and collected by the Labor and Workforce
27 Development Agency or any of its departments, divisions, commissions, boards,
28 agencies, or employees, for a violation of this code, may, as an alternative, be recovered
through a civil action brought by an aggrieved employee on behalf of himself or herself
and to other current or former employees.

1 87. Cal. Lab. Code §§ 201 and 202 require employers to immediately pay wages earned
2 and unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after
3 he or she quits, at the latest.

4 88. Cal. Lab. Code § 203 provides, in relevant part:
5 If an employer willfully fails to pay, without abatement or reduction, in accordance
6 with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged
7 or who quits, the wages of the employees shall continue as a penalty from the due date
thereof at the same rate paid or until an action therefor is commenced; but the wages
shall not continue for more than 30 days.

8 89. Cal. Lab. Code § 256 provides: “The Labor Commissioner shall impose a civil penalty
9 in an amount not exceeding 30 days’ pay as waiting time under the terms of Section 203.”

10 90. Plaintiffs seek civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
11 Defendant, as alleged above, to timely pay all wages owed to Plaintiffs and the Aggrieved Employees
12 in compliance with Cal. Lab. Code §§ 201-202 and in the amounts established by Cal. Lab. Code §§
13 203 and 256.

14 91. Cal. Lab. Code § 226(a) provides:
15 Every employer shall, semimonthly or at the time of each payment of wages, furnish
16 each of his or her employees, either as a detachable part of the check, draft, or voucher
17 paying the employee's wages, or separately when wages are paid by personal check or
18 cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)
19 total hours worked by the employee, except for any employee whose compensation is
solely based on a salary and who is exempt from payment of overtime under
20 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
21 Commission, (3) the number of piece-rate units earned and any applicable piece-rate
22 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all
deductions made on written orders of the employee may be aggregated and shown as
one item, (5) net wages earned, (6) the inclusive dates of the period for which the
employee is paid, (7) the name of the employee and his or her social security number,
(8) the name and address of the legal entity that is the employer, and (9) all applicable
hourly rates in effect during the pay period and the corresponding number of hours
worked at each hourly rate by the employee.

23 92. Cal. Lab. Code § 226(e)(1) provides, in relevant part:
24 An employee suffering injury as a result of a knowing and intentional failure by an
25 employer to comply with subdivision (a) is entitled to recover the greater of all actual
26 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
27 one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
28 not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to
an award of costs and reasonable attorney’s fees.

 93. Cal. Lab. Code § 226.3 provides:
Any employer who violates subdivision (a) of Section 226 shall be subject to a civil

penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

94. Plaintiffs also seek civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendant, alleged above, to provide Plaintiffs and Aggrieved Employees an accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a) in the amounts established by Cal. Lab. Code § 226.3. In addition, Plaintiffs seek penalties in the amount established by Cal. Lab. Code § 226(e)(1).

95. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on April 17, 2025, Plaintiff Gonzalez provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to file this claim. On April 17, 2025, Plaintiff Gonzalez mailed Defendant a copy of such notice via certified mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

96. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on September 3, 2025, Plaintiffs Gonzalez and Downey provided the Labor and Workforce Development Agency (“LWDA”) with notice of their intention to file this claim. On September 3, 2025, Plaintiffs mailed Defendant a copy of the amended notice via certified mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiffs satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

97. Plaintiffs seek the aforementioned penalties on behalf of the State, other Aggrieved Employees, and themselves as set forth in Cal. Lab. Code § 2699.

98. Defendant is liable to Plaintiffs, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiffs are also entitled to an award of attorneys’ fees and costs as set forth below.

99. Wherefore, Plaintiffs requests relief as hereinafter provided.

FIFTH CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(f)

(Failure to Pay Wages Timely)

(On Behalf of the State of California and Aggrieved Employees)

100. Plaintiffs reallege and incorporates the foregoing paragraphs as though fully set forth herein.

101. Cal. Lab. Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

102. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or method of calculation.”

103. Cal. Lab. Code § 204(a) provides that “[a]ll wages ... earned by any person in any employment are due and payable twice during each calendar month....” and “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.”

104. IWC Wage Order 4-2001(2)(K) defines hours worked as “the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

105. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under conditions that violate the Wage Orders.

106. Defendant’s misclassification of Plaintiffs and Aggrieved Employees as exempt results in the failure to pay all wages, overtime wages, and meal and rest period premiums, timely under the timeframes set forth in § 204.

1 107. In addition, pursuant to Cal. Lab. Code § 210, any employer who fails to pay wages in
2 the time prescribed by Cal. Lab. Code § 204 is subject to civil penalties of one hundred dollars (\$100)
3 for each initial violation for each employee, and two hundred dollars (\$200) for each subsequent or
4 willful violation for each employee, plus 25% of the amount unlawfully withheld. Defendant's failure
5 to timely pay wages to Plaintiffs and Aggrieved Employees, including as a result of misclassification
6 and failure to pay earned wages, subjects Defendant to these penalties. Plaintiffs seek to recover civil
7 penalties under Labor Code § 210 pursuant to PAGA, Cal. Lab. Code §§ 2698 et seq.

8 108. To the extent that any violation alleged herein does not carry penalties under Cal. Lab.
9 Code § 2699(a), Plaintiffs seek civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period
10 in which Plaintiffs and Aggrieved Employees were aggrieved, in the amounts established by Cal. Lab.
11 Code § 2699(f). Plaintiffs seek penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiffs and
12 Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal.
13 Lab. Code §§ 204, 1198, IWC Wage Order 4-2001, and any other violation alleged herein which does
14 not carry penalties under Cal. Lab. Code § 2699(a).

15 109. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on April 17, 2025, Plaintiff Gonzalez
16 provided the LWDA with notice of his intention to file this claim. On April 17, 2025, Plaintiff Gonzalez
17 mailed Defendant a copy of such notice via certified mail. At least sixty-five (65) calendar days have
18 passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to
19 commence this civil action in compliance with Cal. Lab. Code § 2699.3(a) and (c).

20 110. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on September 3, 2025, Plaintiffs
21 Gonzalez and Downey provided the Labor and Workforce Development Agency ("LWDA") with
22 notice of their intention to file this claim. On September 3, 2025, Plaintiffs mailed Defendant a copy
23 of the amended notice via certified mail. At least sixty-five (65) calendar days have passed without
24 response from the LWDA. Plaintiffs satisfied the administrative prerequisites to commence this civil
25 action in compliance with Cal. Lab. Code § 2699.3(a).

26 111. Plaintiffs seek the aforementioned penalties on behalf of the State, other Aggrieved
27 Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

28 112. Defendant is liable to Plaintiffs, Aggrieved Employees, and the State of California for

1 the civil penalties set forth in this Complaint. Plaintiffs are also entitled to an award of attorneys' fees
2 and costs as set forth below.

3 113. Wherefore, Plaintiffs requests relief as hereinafter provided.

4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, Plaintiffs pray for relief as follows:

- 6 1. For the Court to declare, adjudge, and decree that Defendant has violated the Cal. Lab.
7 Code as alleged herein;
- 8 2. For an order awarding the State of California, Plaintiffs, and Aggrieved Employees
9 civil penalties provided under the PAGA;
- 10 3. For an award of reasonable attorneys' fees as provided by the Cal. Lab. Code §
11 2699(g)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;
- 12 4. For all costs of suit; and
- 13 5. For such other and further relief as this Court deems just and proper.

14
15 Respectfully submitted,

16 Date: November 21, 2025

17 

18 Carolyn H. Cottrell
19 Ori Edelstein
20 Katherine D. Krebs
21 **SCHNEIDER WALLACE**
22 **COTTRELL KIM LLP**

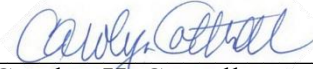
23 *Attorneys for Plaintiffs, on behalf of the State of*
24 *California and Aggrieved Employees*

1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs hereby demand a jury trial on all claims and issues for which Plaintiffs are entitled
3 to a jury.

4
5 Date: November 21, 2025

Respectfully submitted,



Carolyn H. Cottrell
Ori Edelstein
Katherine D. Krebs
SCHNEIDER WALLACE
COTTRELL KIM LLP

*Attorneys for Plaintiffs, on behalf of the State
of California and Aggrieved Employees*

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PROOF OF SERVICE

I, Alice Ilie, declare the following:

I am over the age of eighteen years and not a party to the within entitled action. I am employed at Schneider Wallace Cottrell Kim LLP located at 2000 Powell Street, Suite 1400, Emeryville, California 94608.

On November 21, 2025, I served the following document(s) described as:

AMENDED COMPLAINT FOR PENALTIES PURSUANT TO SECTIONS 2699(a) AND (f) OF THE CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT

On the following interested party(s):

MORGAN, LEWIS & BOCKIUS LLP
Michael D. Weil, Bar No. 209056
Thomas A. Duda, Bar No. 350991
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cc: Eveline Schmid,
eveline.schmid@morganlewis.com

Attorneys for Defendant
Super Micro Computer, Inc.

☒ **BY U.S. MAIL:** I placed a true copy(s) thereof enclosed in a sealed envelope(s) with the postage thereon fully prepaid at the address(s) set forth above and deposited such envelope(s) in the mail at Emeryville, CA. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day at Emeryville, CA. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit

☒ **BY ELECTRONIC SERVICE** by electronically mailing a true and correct copy in PDF format through SWCK's electronic mail system to the email address(s) set forth above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 21, 2025, at Walnut Creek, California.

/s/ Alice Ilie

Alice Ilie