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Per local Rule, This case is assigned to
Judge Weil, Edward G, for all purposes.

Attorneys for Plaintiff

ALEJANDRO AYALA-LANDEROS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

ALEJANDRO AYALA-LANDEROS, an
individual,

Plaintiff,

vs.

RESCUE ELECTRIC CORPORATION, a
California Corporation; BLACK DIAMOND
ELECTRIC, INC., a California Corporation;
THOMAS ZACHARY PAULINE, an
individual; and JASON CHRISTOPHER
PAULINE, an individual,

Defendants.

CASE NO.: C25-01800

**COMPLAINT FOR CIVIL PENALTIES
AND INJUNCTIVE RELIEF:**

**1. CIVIL PENALTIES – THE LABOR
CODE PRIVATE ATTORNEYS
GENERAL ACT (“PAGA”)**

[UNLIMITED CIVIL JURISDICTION]

SUMMONS ISSUED

Plaintiff Alejandro Ayala-Landeros (“Plaintiff”) brings this representative action on behalf of the State of California, and all other Aggrieved Employees (as defined below), against Defendant Rescue Electric Corporation, a California corporation, Black Diamond Electric, Inc., a California corporation, their executives and owners, Defendant Zachary Pauline and Jason Christopher Pauline, and Does 1-50, inclusive, (collectively referred to herein as “Defendants”).

INTRODUCTION

1. This is a representative action filed by Plaintiff on behalf of the State of

1 California against Defendants pursuant to California's Private Attorney General Act, Labor
2 Code section 2698 et. seq. ("PAGA"), to recover civil penalties for Defendants' violations
3 of the California Labor Code as alleged below.

4 **PARTIES**

5 2. Plaintiff ("Plaintiff") is a natural person and is domiciled in the State of
6 California.

7 3. Defendant Rescue Electric Corporation is a California corporation that was,
8 at all times, doing business in the State of California.

9 4. Defendant Black Diamond Electric, Inc., is a California corporation that was,
10 at all times, doing business in the State of California.

11 5. Defendant Jason Christopher Pauline is an individual, resident of California,
12 and sued in this action pursuant to Labor Code section 588.

13 6. Defendant Thomas Zachary Pauline is an individual, resident of California,
14 and sued in this action pursuant to Labor Code section 588.

15 7. Plaintiff is ignorant of the true names and capacities of the defendants sued
16 under the fictitious names of Does 1 through 50. Plaintiff will amend this Complaint to show
17 their true names and capacities when the same have been ascertained. Plaintiff is
18 informed and believe that each of the fictitiously named Doe Defendants is legally
19 responsible in some manner for the occurrences alleged and that Plaintiff's injuries and
20 damages, as alleged, were proximately caused by these Doe Defendants' actions.

21 8. Defendant Rescue Electric Corporation, Defendant Black Diamond Electric,
22 Inc., Defendant Jason Christopher Pauline, and Defendant Thomas Zachary Pauline, and
23 Does 1 through 50, inclusive, are referred to herein collectively as "Defendants." Plaintiff
24 is informed and believes and thereon alleges that at all times pertinent hereto, each
25 Defendant was the agent and employee of each of its co-Defendants, and in doing the
26 things described herein, was acting within the course and scope of his/her authority as
27 such agent and employee, and each Defendant ratified and approved the acts of his/her
28 agents and employees. Plaintiff alleges that Defendants acted as his joint employers.

1 9. Plaintiff alleges that Does 1 through 10 acted as Plaintiff's employer or were
2 other persons acting on behalf of his employer such that they are liable under Labor Code
3 section 588. Plaintiff alleges that Does 1 through 10 were Defendant Rescue Electric
4 Corporation and Defendant Black Diamond Electric, Inc., officers, directors, executives,
5 responsible managing officers, owners, and managing agents, and that they had
6 oversight of the company's operations that resulted in the Labor Code violations alleged
7 herein, and that they had influence over the corporate policy that resulted in the Labor
8 Code violations alleged herein. Does 1 through 10 were personally involved in the
9 violations alleged herein and engaged in affirmative resulting in the violation.

10 **PAGA ALLEGATIONS**

11 10. Plaintiff brings this action under the PAGA on behalf of the State of California
12 and other Aggrieved Employees, regarding violations of the California Labor Code as set
13 forth herein as to all Aggrieved Employees. Said "Aggrieved Employees" include all of
14 Defendants' non-exempt California employees

15 11. Plaintiff is an "aggrieved employee," as that term is defined under Labor
16 Code section 2699(c). Plaintiff was employed by Defendants and suffered the Labor Code
17 violations set forth herein. Plaintiff seeks to recover on the civil penalties provided by
18 PAGA, plus reasonable attorney's fees and costs.

19 **COMPLIANCE WITH PAGA'S NOTIFICATION REQUIREMENTS**

20 12. Plaintiff, through counsel, gave written notice by online filing with the
21 California Labor and Workforce Development Agency ("LWDA") informing it that
22 Defendants failed to comply with California's labor laws with regard to the allegations
23 alleged in this Complaint ("PAGA Notice"). The LWDA has not responded to the PAGA
24 Notice. Plaintiff's right to file the instant lawsuit against Defendants has duly accrued.
25 Plaintiff seeks to recover the PAGA civil penalties through a representative action
26 permitted by California law. A true and correct copy of the written notice submitted to the
27 LWDA is attached hereto as **Exhibit 1**.

GENERAL FACTUAL ALLEGATIONS

13. Plaintiff was employed as an electrical trainee by Defendants. He was hired in October 2021 and remained employed by Defendants until some point in 2024, when his employment was wrongfully terminated under pretextual and retaliatory circumstances. The LWDA notice attached here states the last date of employment in or around April 2024. However, the exact date of Plaintiff's separation from employment is uncertain. Before filing this lawsuit, Plaintiff requested that Defendants provide Plaintiff with his last date of employment and supply him with a copy of the notice required under California Unemployment Insurance Code section 1089(c): "Each employer shall immediately notify each employee of any change in the employee's relationship with that employer". Defendants have not responded to the request.

14. Plaintiff was paid \$22 per hour and he was frequently required to work overtime without proper compensation. His job duties included transporting electrical materials and equipment such as power tools, Romex wiring, and electrical panels using his personal vehicle without mileage reimbursement. Despite using his personal phone for work-related tasks, he did not consistently receive reimbursement for business-related expenses.

15. Throughout his employment, Plaintiff was subjected to multiple wage and hour violations. He and his coworkers were not permitted to clock out for lunch, often taking late lunches after the fifth hour of work. When this occurred, he was not paid meal period premiums. Furthermore, he was denied rest breaks and was instead forced to combine them into his lunch period. Defendants also engaged in improper payroll practices, misclassifying wages as gas reimbursements instead of lawful overtime compensation. This payroll practice began one year after his hire date and, on information and belief, continues to impact employees, depriving them of earned overtime wages.

16. Plaintiff sustained multiple work-related injuries, all of which were reported under California workers' compensation laws. His first injury occurred on April 22, 2022, when he injured his right hand pulling sub-feed wires, resulting in a protruding knuckle and

tendon damage. On November 7, 2023, he re-injured his right hand while drilling, causing significant thumb joint pain and swelling. On February 20, 2024, he fell while stepping off a ladder, sustaining injuries to his left knee, hip, lower back, and right elbow. Following this latest injury, Plaintiff was placed on medical restrictions prohibiting him from lifting more than 45 pounds, a restriction confirmed by his workers' compensation doctor and communicated to his employer.

17. Despite receiving official notice of Plaintiff's work restrictions, Defendants refused to accommodate his injury, stating that they could not employ him under such limitations. Defendants cut off his health insurance in April 2024, while he was still on medical leave, preventing him from accessing necessary treatment. When Plaintiff attempted to clarify his employment status, Human Resources falsely claimed that he had abandoned his job. Plaintiff was owed wages upon separation from employment and he continuously suffered Labor Code 203 violations, and penalties continued to accrue under of Labor Code 203, for each day of a thirty-day period following his separation from employment, whenever that may have occurred.

FIRST CAUSE OF ACTION
CIVIL PENALTIES – THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT
(“PAGA”)
(Plaintiff Against All Defendants)

18. Plaintiff incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

19. Plaintiff brings this cause of action on behalf all other aggrieved current and former employees of Defendant Illumio, Inc. and seek civil penalties for each and every violation alleged herein.

20. As a result of the aforesaid wrongful and illegal conduct of the Defendants, and each of them, Plaintiff is entitled to civil penalties in an amount to be determined at trial, costs, and attorney's fees.

PRAYER FOR RELIEF

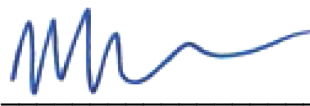
WHEREFORE, Plaintiff prays for relief and judgment solely on behalf of other

1 Aggrieved Employees and the State of California as follows:

- 2 1. For civil penalties under Labor Code Section 2699;
- 3 2. For an order temporarily, preliminarily and permanently enjoining and
- 4 restraining Defendants from engaging in similar unlawful conduct as
- 5 set forth herein;
- 6 3. For equitable and injunctive relief;
- 7 3. For reasonable attorney's fees and costs of suit; and
- 8 4. For such other and further relief that the Court deems just and proper.

9 Dated: June 23, 2025

HAULK & HERRERA LLP

10
11 By: 

Matthew A. Haulk, Esq.
Jose M. Herrera, Esq.
Attorneys for Plaintiff

EXHIBIT 1



HAULK & HERRERA LLP

Attorneys at Law

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Jose M. Herrera, Esq.
jherrera@hhemploymentlaw.com

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April 16, 2025

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102

Re: **Private Attorney General Act Notice**

Dear PAGA Administrator:

This firm represents Alejandro Ayala-Landeros (“**Claimant**”) with respect to Claimant’s claims against Black Diamond Electric, Inc., Rescue Electric Corporation, Thomas Zachary Pauline, and Jason Christopher Pauline (collectively referred to in the singular as “**Respondent**”).

Plaintiff alleges that he was jointly employed by Black Diamond Electric, Inc. and Rescue Electric Corporation, and that the corporations are in fact a singular entity. At all relevant times, Jason Christopher Pauline was the Responsible Managing Officer and President of Black Diamond Electric, Inc., and Thomas Zachary Pauline was the Responsible Managing Officer and President of Black Diamond Electric, Inc. Claimant alleges that the individual defendants are responsible under Labor Code section 558.

The purpose of this letter is to comply with Labor Code section 2699.3, which requires an aggrieved employee to notify their employer and the Labor & Workforce Development Agency (“**LWDA**”) of the provisions of the Labor Code that the employer has allegedly violated before filing a civil claim under California’s Labor Code Private Attorneys General Act (“**PAGA**”). As used herein, the term “**Aggrieved Employees**” refers to Claimant and to all current and former employees of Respondent who have worked for Respondent in the State of California. Claimant has suffered each of the Labor Code and Wage Order violations asserted herein.

SUMMARY OF FACTS

Claimant was employed as an electrical trainee by Respondent. He was hired in October 2021 and remained employed by Respondent until approximately April 2024, when his employment was wrongfully terminated under pretextual and retaliatory circumstances.



Claimant was paid \$22 per hour and he was frequently required to work overtime without proper compensation. His job duties included transporting electrical materials and equipment such as power tools, Romex wiring, and electrical panels using his personal vehicle without mileage reimbursement. Despite using his personal phone for work-related tasks, he did not consistently receive reimbursement for business-related expenses.

Throughout his employment, Claimant was subjected to multiple wage and hour violations. He and his coworkers were not permitted to clock out for lunch, often taking late lunches after the fifth hour of work. When this occurred, he was not paid meal period premiums. Furthermore, he was denied rest breaks and was instead forced to combine them into his lunch period.

Respondent also engaged in improper payroll practices, misclassifying wages as gas reimbursements instead of lawful overtime compensation. This payroll practice began one year after his hire date and, on information and belief, continues to impact employees, depriving them of earned overtime wages.

SUMMARY OF CLAIMS

Claimant alleges that Respondent engaged in a pattern of knowingly violating numerous Labor Code sections. In particular, Respondent has violated California's wage and hour laws by:

a) **Willful Misclassification:** Respondent has engaged in the willful misclassification of the Aggrieved Employees as independent contractors in violation of Labor Code 226.8(a)(1), and has charged those Aggrieved Employees (or made deductions from their compensation) for purposes that would have violated the law if the individuals had not been misclassified in violation of Labor Code 226.8(a)(2).

b) **Unpaid Wages:** Failing to pay Aggrieved Employees for all hours worked (including overtime), in violation of the applicable Wage Order and Labor Code sections 204, 510, 1194 et seq.

c) **Meal/Rest Breaks (Failure to Provide):** Failing to permit Aggrieved Employees to take timely rest/meal breaks in violation of Labor Code section 226.7, 512, and the applicable Wage Order.

d) **Meal/Rest Breaks (Failure to Pay Premium Pay):** Failing to pay premium pay to Aggrieved Employees for missed or untimely rest/meal breaks, in violation of Labor Code sections 226.7 and 512.



e) **Failure to Pay Wages (Intervals):** Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal and rest breaks), to Aggrieved Employees at least twice a month in violation of Labor Code section 204.

f) **Wage Statement Violations:** Failing to maintain and furnish to Aggrieved Employees accurate, itemized statements of hours worked, gross and net wages earned all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate, and deductions in violation of the applicable Wage Order and Labor Code sections 226 and 226.3.

g) **Waiting Time Penalties:** Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal breaks) at the time of termination or within 72 hours of resignation to Aggrieved Employees in violation of Labor Code sections 201, 202, 203, 206, and 227.3.

h) **Failure to Reimburse:** Failing to reimburse Aggrieved Employees for business expenses in violation of Labor Code section 2802.

i) **Violation of IWC Wage Order:** As set forth above, Claimant's violations of the Labor Code are also violations of the applicable IWC Wage Order, including those Paragraphs identified as "Hours and Days of Work," "Minimum Wages," "Reporting Time Pay," "Records," Meal Periods," and "Rest Periods."

Claimant has suffered the violations alleged herein. This notice is based on the facts currently known to Claimant and is made without prejudice to Claimant's right to seek all available remedies for any and all additional violations that may subsequently be discovered or identified.

Please advise this office within 60 days of the post-mark date of this notice whether the Labor & Workforce Development Agency intends to investigate the above-noted Labor Code and Wage Order violations. Thank you for your attention to this matter.

Very truly yours,

Jose M. Herrera

cc: Black Diamond, Inc., *via Certified Mail/Return Receipt Requested*
Rescue Electric Corporation, *via Certified Mail/Return Receipt Requested*
Jason Christopher Pauline, *via Certified Mail/Return Receipt Requested*
Thomas Zachary Pauline, *via Certified Mail/Return Receipt Requested*

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Black Diamond Electric Inc / Jason Pauline

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Antioch, CA 94509

PS Form 3800, April 2015 PSN 7530-02-000-9047

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Rescue Electric Logansport, IN Thomas Pauline

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1300 Verne Roberts Circle

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