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Robert Burdick

Assigned for All Purposes:
Judge David A. Hoffer
Dept. CX103

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

ROBERT BURDICK, an individual,

Plaintiff,

v.

Z POWER AND DISTRIBUTION INC., a
California corporation; B2-Sales, Inc., a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No. 30-2025-01511365-CU-OE-CXC

ROBERT BURDICK'S COMPLAINT FOR:

- (1) Wrongful Constructive Termination in Violation of Public Policy**
- (2) Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and IWC Wage Orders)**
- (3) Failure to Provide Meal and Rest Periods (Lab. Code §§ 226.7, 512, and IWC Wage Orders)**
- (4) Failure to Pay Wages Upon Termination (Lab. Code §§ 201-203)**
- (5) Failure to Provide Accurate Wage Statements (Lab. Code § 226)**
- (6) Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, *et seq.*)**
- (7) Retaliation (Lab. Code § 1102.5)**
- (8) Retaliation (Lab. Code § 6310)**
- (9) Private Attorneys General Act (Lab. Code § 2698, *et seq.*)**
- (10) Failure to Permit Inspection of Personnel Records (Lab. Code § 1198.5)**
- (11) Failure to Permit Inspection of Pay Statement Records (Lab. Code § 226)**

JURY TRIAL DEMANDED

1 Plaintiff Robert Burdick brings this action against Defendant Z Power and Distribution
2 Inc., Defendant B-2 Sales, Inc., and Does 1 through 10 inclusive (collectively, “Defendants”), and
3 alleges as follows:

4 **INTRODUCTION**

5 1. This case involves egregious labor violations, unsafe working conditions, and
6 retaliatory abuse inflicted upon Robert Burdick by Defendants and their owner, Milton Rivera. Mr.
7 Burdick began his employment with Defendants in 2015 and, through years of dedication and hard
8 work, rose to the position of Warehouse Manager. In return for his loyalty, Mr. Burdick was
9 subjected to relentless mistreatment: forced to work seven days a week without rest, denied meal
10 and rest breaks, and assigned grueling hours without overtime pay. When he attempted to take
11 even one day off to honor a deeply personal request from his elderly father-in-law, Mr. Rivera
12 retaliated by stripping Mr. Burdick of his managerial title and cutting his pay.

13 2. The abuse did not stop there. Mr. Rivera subjected Mr. Burdick to demeaning
14 verbal attacks—calling him “stupid” and referring to him as his “personal bitch”—and routinely
15 ordered him to perform personal errands unrelated to his job, such as chauffeuring Rivera’s family
16 and cleaning out his garage. Meanwhile, the warehouse Mr. Burdick was assigned to manage was
17 dangerously understaffed, poorly ventilated, and filled with metal dust and physical hazards.
18 Despite Mr. Burdick’s repeated complaints about the unsafe and illegal conditions—including
19 obstructed exits, and tripping hazards—Defendants refused to act. Instead, every time Mr. Burdick
20 spoke up, Mr. Rivera punished him with more work and more humiliation.

21 3. In January 2025, after yet another safety complaint was ignored and his son was
22 threatened for attempting to declutter the warehouse in accordance with OSHA standards, Mr.
23 Burdick had no choice but to resign. His resignation was not voluntary. It was a direct result of the
24 intolerable, dangerous, and retaliatory conditions imposed by Defendants.

25 4. This lawsuit seeks to hold Defendants and Mr. Rivera accountable for their
26 unlawful conduct, including wage and hour violations, unsafe working conditions, retaliation,
27 constructive termination, and workplace harassment.

28 //

1 **THE PARTIES**

2 5. Plaintiff Robert Burdick ("Mr. Burdick" or "Plaintiff") is an individual residing in
3 La Habra, California.

4 6. Defendant Z Power and Distribution Inc. ("Z Power") is a California corporation
5 with its principal place of business in Anaheim, California.

6 7. Defendant B2-Sales, Inc. ("B2-Sales") is a California corporation with its principal
7 place of business in Anaheim, California.

8 8. Plaintiff is unaware of the true names and capacities of the defendants sued as Does
9 1 through 10, inclusive, and therefore sues these defendants by fictitious names. Plaintiff will
10 amend this complaint to allege their true names and capacities when the same have been
11 ascertained. Plaintiff is informed and believes that each of the fictitiously named defendants is
12 responsible in some manner for the occurrences herein alleged and that Plaintiff's damages were
13 proximately caused by said defendants' conduct.

14 9. All the acts and conduct alleged herein were duly authorized, ordered by
15 management-level employees of Defendants. In addition, Defendants participated in the
16 aforementioned conduct of their said employees, agents and representatives, and, upon completion
17 of the aforesaid conduct, officers, directors, and/or managing agents of the Defendants ratified,
18 accepted the benefits of, condoned, lauded, acquiesced, authorized and otherwise approved of the
19 conduct alleged herein.

20 **VENUE AND JURISDICTION**

21 10. The wrongful conduct alleged against the Defendants occurred in the County of
22 Orange, California. At all times relevant hereto, the conduct at issue was part of a continuous and
23 ongoing pattern of behavior.

24 11. This Court is the proper forum to adjudicate this action because the wrongful acts
25 that are the subject of this action occurred here and because Defendants now reside in its
26 jurisdictional area.

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1 **GENERAL ALLEGATIONS**

2 **A. Defendants Hire Mr. Burdick and Commit Wage and Hour Violations**

3 12. Mr. Burdick began working for Defendants in October of 2015, as an Assembler.

4 13. In approximately 2019, Mr. Burdick was promoted to the role of Warehouse
5 Manager.

6 14. Throughout Mr. Burdick's tenure, he was frequently unable to take his meal or rest
7 breaks. When he was able to take a meal or rest break, Defendants' owner, Mr. Rivera often called
8 him or interrupted him to give him additional work to do.

9 15. Additionally, Mr. Burdick was required to work seven days a week with no days off
10 for long stretches of time during his employment.

11 **B. Mr. Rivera Belittles Mr. Burdick and Subjects Him to Unsafe Work Conditions**

12 16. Throughout Mr. Burdick's tenure, Mr. Rivera frequently berated and belittled Mr.
13 Burdick by calling him "stupid," and saying that Mr. Burdick was his "personal bitch," and not the
14 Warehouse Manager.

15 17. Throughout Mr. Burdick's tenure, Defendants did not have a Human Resources
16 department, and therefore, Mr. Rivera acted as Human Resources.

17 18. In approximately 2022, Mr. Burdick and his son, Calvin Burdick ("Calvin"),
18 learned that Defendants were opening an additional inventory warehouse. Mr. Rivera transferred
19 both Mr. Burdick and Calvin to the new warehouse, and put Mr. Burdick in charge. Throughout
20 the majority time Mr. Burdick worked at the inventory warehouse, there were only around five
21 employees staffed there. However, the three other employees who worked there were welders, and
22 worked in one specific location, and did not assist with filling orders.

23 19. The welders who worked at the warehouse worked inside, which caused metal dust
24 to be in the air throughout the warehouse. Neither Mr. Burdick nor his son were provided any sort
25 of personal protective equipment ("PPE") and were forced to breathe the dust in.

26 20. The inventory warehouse held thousands of products, and was extremely
27 disorganized and cluttered. Due to the lack of staffing and Mr. Burdick's workload, the aisles and
28 walkways in the warehouse were never clear, and consistently had objects blocking exits. Mr.

1 Burdick and the welders who worked there complained on multiple occasions that if there was a
2 fire, they would be unable to exit the warehouse due to the clutter, but their complaints were
3 ignored, as well.

4 21. Additionally, Mr. Burdick was often required to climb the shelves to find and
5 retrieve products, which was unsafe. On multiple occasions, Mr. Burdick tripped or fell due to the
6 amount of clutter, and often found himself trapped in especially cluttered aisles, with no additional
7 staff to assist him. Mr. Burdick developed knee pain due to the unsafe working conditions at
8 Defendants.

9 22. Mr. Burdick often expressed to Mr. Rivera that he wanted to spend time organizing
10 and decluttering the warehouse, to make it safer and more efficient. Mr. Rivera never permitted
11 him to do this, and made it clear to Mr. Burdick that he thought organizing the warehouse was a
12 waste of time.

13 23. Mr. Rivera instructed Mr. Burdick and his son to pull orders from the warehouse
14 and prepare them on pallets on the floor for the customers. However, the orders were often not
15 picked up for long periods of time, which added to the dangerous level of clutter in the warehouse.
16 Additionally, Mr. Rivera instructed Mr. Burdick and his son to leave items in the aisles as they
17 were closing up. They argued that this was unsafe, but Mr. Rivera ignored their complaint, and
18 continued to instruct them to leave products in the aisles and walkways.

19 **C. Mr. Burdick Complains to Mr. Rivera About Unsafe Working Conditions and Lack**
20 **of Proper Staffing**

21 24. Over the course of Mr. Burdick's employment, he complained numerous times
22 about the dangerous clutter and disorganization of the warehouse, that it was not safe, and that Mr.
23 Rivera often assigned them work unrelated to their job duties that made it more difficult to
24 complete their actual work. Mr. Burdick complained that he and Calvin were often pulled away
25 from their responsibilities to perform work that could have been done by the staff at the other
26 warehouses, and that those employees were allowed to stand by and watch. Each time Mr. Burdick
27 complained, Mr. Rivera retaliated against him by continuously adding to his responsibilities. Mr.
28 Rivera instructed Mr. Burdick to perform duties unrelated to his job title or description, such as

1 pick up Mr. Rivera's daughter from the airport, help Mr. Rivera's friends and family move, and
2 clean out Mr. Rivera's garage.

3 **D. Mr. Burdick Requests Time off Work and is Retaliated Against**

4 25. In approximately November of 2023, Mr. Burdick requested time off work so that
5 he could take his elderly father-in-law on a trip to Mexico. Mr. Burdick rarely took time off work,
6 but when his father-in-law asked him to accompany him on the trip, which he expressed would
7 likely be the last time he would be able to return to his country of birth before he passed away, Mr.
8 Burdick wanted to accept his father-in-law's request and help him. Mr. Rivera was outraged at the
9 request that Mr. Burdick take time off work. When Mr. Burdick returned from the trip, he told Mr.
10 Rivera that he was not going to be able to work seven days in a row any longer, and requested that
11 he have Sundays off.

12 26. In approximately December of 2023, in retaliation for requesting and taking time
13 off work, for his complaints of unsafe working conditions, and for his request for just one day off
14 work every week, Mr. Rivera stopped paying Mr. Burdick overtime, despite the fact that he was
15 consistently working between 10 and 12 hours per day. Mr. Rivera also demoted Mr. Burdick, and
16 promoted a new hire named Francisco Beltrane ("Mr. Beltrane") to take over as Warehouse
17 Manager.

18 **E. Defendants Constructively Terminate Mr. Burdick**

19 27. In approximately January of 2025, Mr. Rivera chastised Mr. Burdick's son because
20 he had moved one of the empty pallets to the other warehouse, in an effort to declutter the
21 inventory warehouse to make it safer. Mr. Rivera threatened to write Calvin up for moving the
22 pallet, in retaliation for Mr. Burdick attempting to comply with OSHA regulations. Mr. Burdick
23 and Calvin complained again that the warehouse was unsafe due to the disorganization and clutter,
24 and requested additional staff. They stated that if things did not change, that they would be forced
25 to resign. Mr. Rivera ignored their complaints yet again.

26 28. On January 23, 2025, after their many requests that Mr. Rivera hire more
27 employees and his complaints of unsafe working conditions continued to be ignored, Mr. Burdick
28

1 and his son felt that they had no other choice than to resign. This amounts to a constructive
2 termination, as Mr. Burdick reasonably concluded that he was not safe at work.

3 **FIRST CAUSE OF ACTION**

4 **Wrongful Constructive Termination in Violation of Public Policy**

5 (Against Defendants)

6 29. Plaintiff incorporates all preceding paragraphs of this complaint as though set forth
7 fully herein.

8 30. At all times relevant hereto, Defendants employed Mr. Burdick.

9 31. Defendants constructively terminated Mr. Burdick on or about January 23, 2025.

10 32. Mr. Burdick's complaints of unsafe working conditions and lack of proper staffing
11 were substantial motivating reasons for his discharge.

12 33. As a result of Defendants' conduct, Mr. Burdick has sustained, and continues to
13 sustain, damages, in the form of lost wages and other employment benefits, and emotional and
14 physical distress in an amount in excess of the minimum jurisdictional requirements of this court,
15 in an amount to be proven at trial.

16 **SECOND CAUSE OF ACTION**

17 **Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and IWC Wage Orders)**

18 (Against All Defendants)

19 Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully
20 herein.

21 34. At all times relevant to this complaint, Plaintiff was employed by Defendants.

22 35. By the course of conduct set forth above, Defendants violated Labor Code sections
23 510, 1194, and relevant IWC Wage Orders.

24 36. The Labor Code requires employers, such as Defendants, to pay overtime
25 compensation to all non-exempt employees.

26 37. At all relevant times, Plaintiff was a non-exempt employee entitled to be paid
27 proper overtime compensation for all overtime hours worked.

28 //

38. Labor Code section 510 and the applicable Wage Orders require that an employer compensate all work performed by an employee in excess of eight hours in one workday or in excess of forty hours in any one workweek, and all work performed by an employee during the first eight hours worked on the seventh day of work in any one workweek, at one and one-half times the employee's regular rate of pay.

39. Labor Code section 510 and the applicable Wage Orders further require that an employer compensate all work performed by an employee in excess of 12 hours in one workday, and all work in excess of eight hours on any seventh day of a workweek, at twice the employee's regular rate of pay.

40. During the relevant time period, Plaintiff worked in excess of eight hours in a work day and/or 40 hours in a work week, and on occasion over twelve hours in a day for Defendants.

41. Defendants knowingly and willfully failed to pay proper overtime wages earned and due to for overtime hours worked.

42. As a result of Defendants' failure to pay wages earned and due, Defendants violated the Labor Code.

43. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff has sustained damages, including loss of earnings for hours of overtime worked on behalf of Defendant, prejudgment interest, and attorneys' fees and costs.

THIRD CAUSE OF ACTION

Failure to Provide Meal and Rest Periods (Lab. Code §§ 226.7, 512, and IWC Wage Orders)

(Against All Defendants)

44. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

45. At all relevant times, Defendants were aware of and were under a duty to comply with Labor Code sections 226.7 and 512 and applicable sections of IWC Wage Orders.

46. Labor Code section 512 prohibits an employer from employing an employee for a work period of more than five hours per day without providing the employee with a meal period of

1 not less than 30 minutes, or for a work period of more than 10 hours per day without providing the
2 employee with a second meal period of not less than 30 minutes.

3 47. Section 11 of Wage Order No. 4 provides, and at all times relevant hereto provided,
4 in relevant part that:

5 No employer shall employ any person for a work period of more than five (5) hours
6 without a meal period of not less than 30 minutes, except that when a work period
7 of not more than six (6) hours will complete the day's work the meal period may
8 be waived by mutual consent of the employer and employee. Unless the employee
9 is relieved of all duty during a 30 minute meal period, the meal period shall be
10 considered an "on duty" meal period and counted as time worked. An "on duty"
11 meal period shall be permitted only when the nature of the work prevents an
12 employee from being relieved of all duty and when by written agreement between
13 the parties an on-the-job paid meal period is agreed to. The written agreement shall
14 state that the employee may, in writing, revoke the agreement at any time. If an
15 employer fails to provide an employee a meal period in accordance with the
16 applicable provisions of this Order, the employer shall pay the employee one (1)
17 hour of pay at the employee's regular rate of compensation for each work day that
18 the meal period is not provided.

19 48. Section 12 of Wage Order No. 4 provides, and at all times relevant hereto provided,
20 in relevant part that:

21 Every employer shall authorize and permit all employees to take rest periods, which
22 insofar as practicable shall be in the middle of each work period. The authorized
23 rest period time shall be based on the total hours worked daily at the rate of ten (10)
24 minutes net rest time per four (4) hours or major fraction thereof. However, a rest
25 period need not be authorized for employees whose total daily work time is less
26 than three and one-half (3 ½) hours. Authorized rest period time shall be counted,
27 as hours worked, for which there shall be no deduction from wages. If an employer
28 fails to provide an employee a rest period in accordance with the applicable

1 provisions of this Order, the employer shall pay the employee one (1) hour of pay
2 at the employee's regular rate of compensation for each work day that the rest
3 period is not provided.

4 49. Labor Code section 226.7 prohibits any employer from requiring any employee to
5 work during any meal or rest period mandated by an applicable IWC wage order, and provides that
6 an employer that fails to provide an employee with a required rest break or meal period shall pay
7 that employee one additional hour of pay at the employee's regular rate of compensation for each
8 work day that the employer does not provide a compliant meal or rest period.

9 50. Defendants knowingly failed to provide Plaintiff with meal periods as required by
10 law, and knowingly failed to authorize and permit Plaintiff to take rest periods as required by law.
11 Defendants also failed to provide Plaintiff with any payment of meal and rest premiums.

12 51. Plaintiff has therefore been damaged and is entitled to payment of the meal and rest
13 period premiums as provided by law.

14 **FOURTH CAUSE OF ACTION**

15 **Failure to Pay Wages Upon Termination (Lab. Code §§ 201-203)**

16 (Against All Defendants)

17 52. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
18 fully herein.

19 53. Labor Code sections 201 and 202 require an employer to pay its employees all
20 wages due immediately upon discharge or within 72 hours of resignation. This requirement
21 applies to unpaid overtime wages. Labor Code section 203 provides that if an employer willfully
22 fails to pay such wages, the employer must continue to pay the subject employee's wages until the
23 back wages are paid in full or an action is commenced, up to a maximum of thirty days of wages.

24 54. Defendants willfully failed to pay Plaintiff his earned and unpaid overtime wages
25 for over 30 days from the time such wages should have been paid under the Labor Code.

26 55. As a result of Defendants' willful failure to pay Plaintiff's owed overtime wages
27 upon separation from employment, Plaintiff has been harmed and Defendants are liable for
28 statutory waiting time penalties pursuant to Labor Code section 203.

1 **FIFTH CAUSE OF ACTION**

2 **Failure to Provide Accurate Wage Statements (Lab. Code § 226)**

3 (Against All Defendants)

4 56. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
5 fully herein.

6 57. Labor Code section 226, subdivision (a) requires employers to provide employees,
7 semi-monthly or at the time of each payment of wages, with a statement that accurately reflects
8 certain itemized information including total number of hours worked.

9 58. Defendants knowingly and intentionally failed to furnish Plaintiff with timely and
10 accurate wage statements that accurately reflected the total number of hours worked and wages
11 earned, as required by Labor Code section 226.

12 59. As a result of Defendants' failure to provide accurate itemized wage statements,
13 Plaintiff suffered actual damages and harm by being unable to determine the amount of overtime
14 worked each pay period in a timely manner, which prevented him from asserting his rights under
15 California law.

16 60. As a result, Defendants are liable to Plaintiff for the amounts provided by Labor
17 Code section 226, subdivision (e): the greater of actual damages or fifty dollars (\$50) for the initial
18 violation and one hundred dollars (\$100) for each subsequent violation, up to four thousand dollars
19 (\$4,000).

20 **SIXTH CAUSE OF ACTION**

21 **Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, *et seq.*)**

22 (Against All Defendants)

23 61. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
24 fully herein.

25 62. Business and Professions Code section 17200, *et seq.* ("UCL") prohibits any
26 "unlawful, unfair, or fraudulent business act or practice." Defendants have engaged in unlawful
27 activity as follows:

28 //

- 1 a. Violations of Labor Code sections 226.7 and 512 for failure to provide meal
2 periods and rest breaks;
3 b. Violations of Labor Code sections 510 and 1194 for failure to pay overtime
4 wages;
5 c. Violations of Labor Code section 226 for failure to provide accurate wage
6 statements;
7 d. Violations of Labor Code sections 201-203 for failure to pay accrued wages
8 upon separation of employment;
9 e. Violations of Labor Code section 1102.5 for terminating Plaintiff in
10 retaliation for his good faith complaints about Defendant's wage and hour
11 violations; and
12 f. Violations of IWC Wage Orders for the same conduct set forth herein.

13 63. Plaintiff lost money as a result of Defendants' violations of the unlawful prong of
14 the UCL in the form of lost wages, lost paid time off, and ultimately, the loss of his job and future
15 wages.

16 64. As a result of its unlawful business practices, Defendants have damaged Plaintiff by
17 wrongfully denying his earned overtime wages, meal periods, rest breaks, and premium
18 compensation.

19 65. Plaintiff seeks restitution and disgorgement and other appropriate relief available
20 under Business and Professions Code section 17200, *et seq.*

21 **SEVENTH CAUSE OF ACTION**

22 **Retaliation (Lab. Code § 1102.5)**

23 (Against All Defendants)

24 66. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
25 fully herein.

26 67. At all times mentioned herein, Defendants employed five or more persons, and
27 Labor Code section 1102.5 was binding on Defendants. This section requires Defendants to
28 refrain from retaliating against any employee as a result of the employee's opposition to practices

1 forbidden by state or federal statute, or practices that violate or do not comply with a local, state, or
2 federal rule or regulation pursuant to Labor Code section 1102.5, subdivision (c).

3 68. At all relevant times, Plaintiff was an employee of Defendant.

4 69. As set forth above, Plaintiff complained to Defendants and/or its agents that he was
5 unable to take his meal and rest breaks as required under California law.

6 70. Plaintiff had reasonable cause to believe that Defendants' failure to provide meal
7 and rest breaks was a violation of law.

8 71. Plaintiff's complaints regarding his inability to take meal and rest breaks was a
9 substantial factor in Defendants' decision to terminate Plaintiff's employment.

10 72. As a direct and proximate result of Defendants' unlawful conduct, as set forth
11 herein, Plaintiff has sustained, and continues to sustain, damages in the form of lost wages and
12 other employment benefits in an amount in excess of the minimum jurisdictional requirements of
13 this court, the exact amount of which will be proven at trial.

14 73. As a further legal result of the above-described conduct of Defendants, and each of
15 them, Plaintiff has and will continue to incur attorneys' fees and costs in an amount according to
16 proof.

17 **EIGHTH CAUSE OF ACTION**

18 **Retaliation (Lab. Code § 6310)**

19 (Against All Defendants)

20 74. Plaintiff incorporates all preceding paragraphs of this complaint as though set forth
21 fully herein.

22 75. Plaintiff was an employee of Defendants.

23 76. Plaintiff on his own behalf or on behalf of others, complained to Mr. Rivera
24 regarding unsafe working conditions.

25 77. Defendants constructively discharged Plaintiff.

26 78. Plaintiff's complaint was a substantial motivating reason for Defendants' decision
27 to constructively terminate him.

28 //

1 e. Failure to provide premium pay for missed meal and rest breaks in violation
2 of 226.7.

3 84. On May 15, 2025, Plaintiff provided the requisite written notice by certified mail to
4 the California Labor and Workforce Development Agency (“LWDA”) and to Defendants,
5 informing them of the provisions of the Labor Code alleged to have been violated, including the
6 facts and theories to support the alleged violations. Plaintiff’s PAGA case number is LWDA-CM-
7 1098813-25. A true and correct copy of Plaintiff’s letter to LWDA is attached as **Exhibit A**.

8 85. At the time of this filing, LWDA has not indicated that it intends to investigate
9 Defendants’ Labor Code violations discussed in the notice. If it does so, Plaintiff will amend
10 his complaint. Otherwise, Plaintiff may commence a civil action to recover penalties under Labor
11 Code section 2699 pursuant to section 2699.3 for the violations of the Labor Code described in
12 this Complaint. These penalties include, but are not limited to, penalties under Labor Code sections
13 210, 226.3, 558, 1197.1, and 2699, subdivision (f)(2).

14 **TENTH CAUSE OF ACTION**

15 **Failure to Permit Inspection of Personnel Records (Lab. Code § 1198.5)**

16 (Against All Defendants)

17 86. Plaintiff re-alleges and incorporates by reference the foregoing allegations as
18 though fully set forth herein.

19 87. Labor Code section 1198.5 (“Section 1198.5”) requires an employer to allow
20 inspection and copying of personnel records within 30 days of a written request and provides for a
21 \$750 penalty payable to the employee for failure to comply and allows an employee to sue for
22 injunctive relief and to obtain an award of costs and attorneys’ fees.

23 88. Defendants have failed and refused to comply with Section 1198.5 by refusing to
24 permit Plaintiff to inspect or copy his personnel records within 30 days of Plaintiff’s written
25 request.

26 89. As a result of Defendants’ acts Plaintiff is entitled to recover a civil penalty of
27 \$750, pursuant to Section 1198.5, subdivision (k).

28 //

90. Furthermore, as permitted under Section 1198.5, subdivision (I), Plaintiff seeks an injunction compelling Defendants to permit him to inspect and/or copy all of his personnel records maintained by Defendants along with an award of Plaintiff's reasonable attorneys' fees and costs.

ELEVENTH CAUSE OF ACTION

Failure to Permit Inspection of Pay Statement Records (Labor Code § 226)

(Against All Defendants)

91. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though fully set forth herein.

92. Labor Code section 226 (“Section 226”), subdivisions (b) and (c) requires an employer to allow inspection and copying of pay statement records within 21 days of a written or oral request. Section 226, subdivisions (f) and (h) further provides for a \$750 penalty payable to the employee for each violation and allows an employee to sue for injunctive relief and for an award of attorneys’ fees and costs.

93. Defendants have failed and refused to comply with Section 226 by refusing to permit Plaintiff the opportunity to inspect or copy wage statements pertaining to his employment with Defendants,

94. As a result of Defendants' conduct, Plaintiff is entitled to recover a civil penalty of \$750, pursuant to Section 226, subdivision (f).

95. Furthermore, as permitted under Labor Code section 226, subdivision (h), Plaintiff seeks an injunction compelling Defendants to permit him to inspect and/or copy all of the records maintained by Defendants pursuant to Labor Code section 226, subdivision (a), along with an award of Plaintiff's reasonable attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- A. For general damages, special damages, and non-economic damages according to proof, but in an amount in excess of the jurisdictional limit of this Court;
- B. For punitive damages in an amount appropriate to punish Defendants and deter others from engaging in similar misconduct on appropriate legal causes of action;

- C. For unpaid overtime wages, meal and rest period premiums, and other due wages;
- D. For amounts provided for in in Labor Code sections 226 and 226.7;
- E. For penalties available under applicable laws, including waiting time penalties;
- F. For restitution and disgorgement under the UCL;
- G. For an award of civil penalties under PAGA;
- H. For prejudgment interest;
- I. For costs of suit, including attorneys' fees and expert witness fees; and
- J. For such other relief as the Court deems just and proper.

Dated: September 16, 2025

MILLS SADAT DOWLAT LLP

By: /s/ Arash Sadat
Arash Sadat

Attorneys for Plaintiff
Robert Burdick

EXHIBIT A



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May 15, 2025

**VIA ELECTRONIC SUBMISSION TO LWDA;
VIA CERTIFIED MAIL TO EMPLOYER**

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

Z Power And Distribution Inc.
1350 S Claudina St
Anaheim, CA 92805

Re: Notice of Claim Under Private Attorneys General Act (“PAGA”)

Dear LWDA:

My office has been retained by Robert Burdick (“Plaintiff”) to pursue a PAGA representative action (Lab. Code § 2699, *et seq.*) against Z Power And Distribution Inc. (“Defendant”). This letter shall serve as notice, and a request pursuant to Labor Code section 2699.3, that the Labor and Workforce Development Agency (“LWDA”) investigate the violations by Defendant described herein against Plaintiff and against other current and/or former employees (“Aggrieved Employees”). If LWDA does not intend to investigate the violations described herein, we respectfully request that the agency specifically notify our office of the same at your earliest possible opportunity

Plaintiff’s Employment with Defendant

Defendant owns/owned and operates/operated an industry, business, and establishment within the State of California. Defendant is therefore subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”), and the California Business and Professions Code.

Plaintiff is a resident of Orange, California who worked for Defendant in California as an hourly-paid, non-exempt employee from approximately October 01, 2015 to approximately January 24, 2025. Plaintiff regularly worked more than eight hours in a workday and/or more than 40 hours in a workweek.

Throughout Plaintiff’s employment, Defendant failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely pay all final wages to Plaintiff when Defendant terminated Plaintiff’s employment, failed to furnish accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for

expenditures. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

**Defendant Failed to Pay for All Hours Worked, Including Minimum,
Straight Time, and Overtime Wages**

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is 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.

In addition, Labor Code section 510 provides that employees in California shall not be employed more than eight hours in any workday or 40 hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law. Labor Code sections 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code section 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Defendant maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendant required Plaintiff and the Aggrieved Employees to work "off-the clock," uncompensated, by, for example, requiring Plaintiff and the Aggrieved Employees to perform work during unpaid meal periods and after clocking out for the workday. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendant also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

Throughout the statutory period, Defendant used a system of time rounding and/or synthetic timekeeping that resulted, over a period of time, in failing to compensate Plaintiff and the Aggrieved Employees properly for all the time they have actually worked, even though the realities of Defendant operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Accordingly, Defendant frequently paid Plaintiff and the Aggrieved Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate. In failing to pay for all hours worked, also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code sections 210, 1197.1, and 2699, subdivision (t)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (*i.e.*, more than

two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as required is itself a violation of California's rest break laws.

Throughout the statutory period, Defendant has wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted.

Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendant's policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code sections 210 and 2699, subdivision (f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code section 204.

Labor Code section 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wage for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code section 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under Labor Code section 1174, subdivision (d). Under Labor Code section 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code section 1174 is subject to a penalty under section 1174.5. Pursuant to IWC Wage Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code and the applicable IWC Wage Order deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Order, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended—i.e., was terminated by quitting or being discharged—and the employment of others will be terminated. However, during the relevant time period, Defendant failed, and continues to fail, to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or 72 hours of their leaving Defendant's employment. These unpaid wages include

wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Defendant's conduct violates Labor Code sections 201 and 202. Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced, but that the wages shall not continue for more than 30 days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up 30 days, pursuant to Labor Code section 203. Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code section 2699, subdivision (f)(2) for failing to timely pay all wages at termination.

Failure to Provide Accurate Itemized Wage Statements

Labor Code section 226, subdivision (a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate 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 the last four digits of his or her social security number or an employee identification number other than a 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. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226, subd. (e)(2)(B)(iii).)

The statute further provides that “[a]n employee suffering injury as a result of a knowing and intentional failure by an 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.” (Lab. Code § 226, subd. (e)(1).)

Throughout the statutory period, Defendant or failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Defendant violated Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their

actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Reimburse Necessary Expenditures

Labor Code section 2802, subdivision (a) provides that employers shall indemnify employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of their duties. Throughout the statutory period applicable to this cause of action, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant. Plaintiff and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, work-related equipment, work attire, and use of personal cellular phones. Plaintiff and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendant, but Defendant or failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code sections 2802 and 2699, subdivision (f)(2) for failing to indemnify Plaintiff and the Aggrieved Employees for necessary business expenditures.

Statement of Specific Provisions of the Labor Code Violated

Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

- (1) Labor Code sections 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
- (2) Labor Code section 226.7 and applicable IWC Wage Orders by failing to provide meal periods;
- (3) Labor Code section 226.7 and applicable IWC Wage Orders by failing to authorize and permit rest periods;
- (4) Labor Code section 204 by failing to pay all earned wages twice per month;
- (5) Labor Code section 1174.5 and applicable IWC Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;

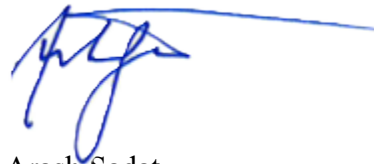
- (6) Labor Code section 201 to 203 by willfully failing to pay all wages owed at termination;
- (7) Labor Code section 226 by failing to provide accurate itemized wage statements; and
- (8) Labor Code section 2802 by failing to indemnify for necessary expenditures.

Pursuant to PAGA, Plaintiff seeks civil penalties arising from these violations. These include, but are not limited to, penalties under Labor Code sections 210, 226.3, 1174.5, 1197.1, and 2699, subdivision (f)(2).

This letter shall serve as Plaintiff's notice pursuant to Labor Code section 2699.3 and we ask that LWDA conduct an investigation concerning the violations described herein. Alternatively, if LWDA does not intend to investigate these violations, we ask that it issue a notification letter to our office confirming the same so that we may proceed with our civil action asserting the PAGA claims described herein.

Please feel free to contact me if you have any questions or if you would like to discuss this matter further. Nothing in this letter is intended to be, or should be construed as, an admission against the interests of Plaintiff or other current or former employees of Defendant and shall not be construed as a waiver of their rights, remedies, claims, or defenses, all of which are expressly reserved.

Sincerely,



Arash Sadat