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By P. Neal ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

ANTHONY Z. WALTERS, in his representative capacity, on behalf of the state of California, the general public, and all aggrieved employees,

Plaintiff,

v.

JAAM BUILDERS, INC. dba JAAM ELECTRIC, a California corporation authorized to do business in the state of California; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 26CU008996C

REPRESENTATIVE ACTION

COMPLAINT FOR CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (Labor Code §§ 2698 et seq.)

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Plaintiff Anthony Z. Walters ("Plaintiff") brings this enforcement action in his representative capacity against Defendant JAAM Builders, Inc., doing business as JAAM Electric, for civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code sections 2698 et seq.

INTRODUCTION

1. Plaintiff brings this enforcement action under the Private Attorneys General Act of 2004 (codified in California Labor Code section 2698 et seq.) ("PAGA") on behalf of himself and all other individuals who performed work for Defendant as a non-exempt employee in California during the time period commencing on the date that is one year and sixty-five days prior to the filing of the initial complaint, through and including the date that trial concludes (collectively referred to herein as "Aggrieved Employees").

2. Plaintiff alleges that during the relevant time period, Defendant engaged in a common pattern and practice of wage and hour violations under the California Labor Code ("Labor Code") and the applicable Industrial Welfare Commission ("IWC") Wage Order by, among other things:

a. Failing to timely pay all minimum and/or regular wages during employment;

b. Failing to timely pay all overtime and/or double time wages during employment;

c. Failing to provide legally compliant meal periods or timely pay premium wages for non-compliant meal periods during employment;

d. Failing to authorize or permit legally compliant rest periods or timely pay premium wages for non-compliant rest periods during employment;

e. Failing to timely pay all wages due and owing at the time of separation of employment and the required waiting time penalties;

f. Failing to furnish accurate itemized wage statements;

g. Failing to maintain accurate employment records;

h. Failing to reimburse for necessary business expenses; and

i. Engaging in unlawful retaliation.

3. By and through this enforcement action, Plaintiff seeks to recover all available remedies including, but not limited to, civil penalties, reasonable attorneys' fees, and litigation costs on behalf of

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himself and all other Aggrieved Employees, the general public, and the state of California.

4. All allegations in this Complaint are based upon information and belief except those allegations specifically pertaining to Plaintiff or his counsel, which are based upon personal knowledge. Each allegation in this Complaint has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation or discovery.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this action pursuant to California Code of Civil Procedure ("Code of Civil Procedure") section 410.10 and Labor Code section 2698 et seq. Pursuant to Labor Code section 2698 et seq., Plaintiff brings this action, in his representative capacity, on behalf of himself and all other Aggrieved Employees, as defined herein.

6. This Court has personal jurisdiction over Defendant because Defendant conducts business in the state of California and has caused injuries in the county of San Diego, as well as throughout the state of California, through its acts and/or omissions, and by and through its violations of the Labor Code and relevant IWC Wage Order, as alleged herein.

7. Venue as to Defendant is proper in this judicial district pursuant to Code of Civil Procedure sections 395(a) and 395.5. Defendant transacts business in the county of San Diego and is otherwise within this Court's jurisdiction for purposes of service of process. Defendant's principal place of business and corporate office are located at 487 Vernon Way, El Cajon, California 92020. The unlawful acts herein have a direct effect on Plaintiff and all other Aggrieved Employees within the county of San Diego and throughout the state of California.

THE PARTIES

I. PLAINTIFF

8. Plaintiff Anthony Z. Walters at all material times mentioned herein:

a. Was and is a resident of the County of San Diego, California;

b. Was employed by Defendant from approximately May 28, 2025 to September 8, 2025, as an Electrician/Service Technician;

c. Was classified as a non-exempt employee;

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d. Was typically scheduled to work Monday through Friday from 7:00 a.m. to 3:30 p.m.;

e. Was paid on a weekly basis with paydays on Fridays;

f. Was paid a dual hourly rate of $18.00 per hour for production work (e.g. "trim work") and $26.00 per hour for non-production work (e.g. "pickup work", repairs, and returning to previous jobs), with corresponding overtime rates of $27.00 and $39.00 per hour, respectively;

g. Was eligible to earn production bonuses calculated based on rates per square foot, typically ranging from $320 to $400 per house completed within eight hours;

h. Was not and is not provided with the opportunity to take legally compliant meal periods and/or timely paid premium wages for non-compliant meal periods;

i. Was not and is not authorized or permitted to take legally compliant rest periods and/or timely paid premium wages for non-compliant rest periods;

j. Was not paid for all hours worked, including all minimum, regular, overtime, and double time hours;

k. Was not and is not furnished with accurate itemized wage statements;

l. Contends employment records are not accurately maintained by Defendant;

m. Has complied with all requirements outlined in Labor Code section 2699.3 by providing written notice to the California Labor and Workforce Development Agency and to Defendant on November 13, 2025; and

n. Is an "aggrieved employee" within the meaning of Labor Code section 2699(c).

II. DEFENDANT

9. Defendant JAAM Builders, Inc., doing business as JAAM Electric, is a California corporation authorized to do business, and actually doing business, in the state of California. Defendant operates as an electrical contractor providing residential and commercial electrical services throughout San Diego County, California. Defendant maintains an estimated workforce of between fifty and one hundred employees in California.

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10. At all relevant times, Defendant employed Plaintiff and, upon information and belief, the other similarly situated and/or Aggrieved Employees, and exercised control over their wages, hours, and working conditions, and suffered or permitted them to work.

11. On information and belief, at all relevant times, Defendant employed in excess of five (5) employees.

12. Defendants Does 1 through 50, inclusive, are sued under fictitious names pursuant to Code of Civil Procedure § 474. Each fictitiously named Defendant participated in the acts alleged in this Complaint. The true names and capacities of the Defendants named as Does 1 through 50, inclusive, are presently unknown to Plaintiff. Plaintiff will amend this Complaint, setting forth the true names and capacities of the fictitious Defendants, if and when their true names and capacities are ascertained.

13. Plaintiff is informed and believes, and on that basis alleges, that each fictitious Defendant has participated in the acts and/or omissions alleged in this Complaint.

14. At all times mentioned herein, each named Defendant, including each fictitiously named Defendant, acted as an agent, servant, employee, co-conspirator, alter-ego and/or joint venture of each of the other Defendants, and in doing the things alleged herein acted within the course and scope of such agency, employment, alter-ego, and/or in furtherance of the joint venture.

15. At all times mentioned herein, the acts and/or omissions of each of the named Defendants, including each fictitiously named Defendant, concurrently contributed to the various acts and/or omissions of each and every one of the other Defendants, including each fictitiously named Defendant, in proximately causing the wrongful conduct, harm, and/or damages alleged herein. Each of the named Defendants, including each fictitiously named Defendant, approved of, condoned, and/or otherwise ratified each and every one of the acts and/or omissions complained herein. Each named Defendant, including each fictitiously named Defendant, was and is acting with the authority of each and every other Defendant and/or is acting as agents of each and every other named Defendant or doe Defendant.

16. At all times mentioned herein, there was a unity of interest and ownership between each named Defendant, including each fictitiously named Defendant, such that all Defendants acted as a single employer of Plaintiff.

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17. At all times mentioned herein, each named Defendant, including each fictitiously named Defendant, exercised supervision and control over the wages, hours, and working conditions of Plaintiff, including implementing standard policies and procedures.

18. At all times mentioned herein, each named Defendant, including each fictitiously named Defendant, caused Plaintiff to perform work and/or prevented Plaintiff from performing work.

FACTUAL ALLEGATIONS

19. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

20. Plaintiff was employed by Defendant from approximately May 28, 2025 to September 8, 2025, as an Electrician/Service Technician. As an Electrician/Service Technician, Plaintiff's job duties consisted of performing electrical installation work, trim work, ring-out duties, troubleshooting electrical systems, panel upgrades, rough-in and finish installations, conduit pulling, wiring circuits, terminating connections, and other related electrical tasks on residential and light commercial construction projects throughout San Diego County. At all times during his employment, Plaintiff was classified by Defendant as a non-exempt employee, earned an hourly wage, and was paid on a weekly basis with paydays on Fridays. Plaintiff was typically scheduled to work Monday through Friday from 7:00 a.m. to 3:30 p.m.

21. Defendant paid Plaintiff and other Aggrieved Employees according to a dual hourly rate system combined with a production bonus arrangement. According to Defendant's "Written Agreement for Hourly/Production Bonus Employees" signed by Plaintiff and other Aggrieved Employees at hire, Plaintiff received an hourly rate of $18.00 per hour for production work, which consisted of trim work for houses, and $26.00 per hour for non-production work, which included pickup work, fixing items, and returning to previous jobs. The corresponding overtime rates were $27.00 and $39.00 per hour, respectively.

22. In addition to the hourly pay, Plaintiff and other Aggrieved Employees were eligible to earn production bonuses calculated based on rates per square foot as set forth in Defendant's "Budget Price Sheet" and "Recap Sheet" for each specific house worked on. Production bonuses typically ranged from $320 to $400 per house completed within eight hours and could increase if additional components

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were installed.

23. The production bonus was calculated as the Gross Weekly Production Bonus minus the total sum of all hours of work performed in the workweek at the applicable hourly rate (not including rest breaks). Production bonuses were considered "earned" and payable in the pay period in which the work was performed and the applicable assigned work was completed in its entirety.

24. This compensation structure created pressure on Plaintiff and other Aggrieved Employees to work as many hours as possible on production tasks to maximize their bonuses while avoiding the recording of non-productive time.

25. At all times relevant to this Complaint, Defendant employed other Aggrieved Employees in various non-exempt positions throughout California. Aggrieved Employees earned hourly wages and were paid on a weekly basis.

26. At all times relevant to this Complaint, the policies and practices applicable to Plaintiff were also applicable to other Aggrieved Employees.

27. Plaintiff contends that Defendant has a common practice of failing to timely pay all minimum and/or regular wages during employment. Defendant has a policy and practice of requiring Plaintiff and other Aggrieved Employees to perform various work tasks prior to beginning their scheduled workday without compensation.

28. Specifically, Plaintiff and other Aggrieved Employees were required to spend approximately two to three hours each day performing unpaid preparatory work such as driving to storage facilities or other work-related locations, gathering materials, transporting equipment, and setting up jobsites before they could begin the tasks for which they were compensated. This unpaid preparatory work was necessary to perform their job duties, but Plaintiff and other Aggrieved Employees were not paid an hourly wage for performing such work.

29. Plaintiff further alleges that Defendant has a policy and practice of communicating with Plaintiff and other Aggrieved Employees via their personal cell phones regarding work-related matters outside of regular work hours. Defendant regularly contacted Plaintiff and other Aggrieved Employees on their personal cell phones when they were not clocked in for work and expected them to respond to

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work-related communications. Defendant did not compensate Plaintiff and other Aggrieved Employees for the time they spent receiving and responding to work communications while they were not clocked in for work.

30. Plaintiff also alleges that Defendant pressured Plaintiff and other Aggrieved Employees to complete job assignments within a single, eight-hour day. This was often an unrealistic demand which resulted in Aggrieved Employees frequently working through would-be meal periods. Despite frequently working through meal breaks, Defendant maintained a policy of automatically deducting a 30-minute meal period from Plaintiff's and other Aggrieved Employees' pay. This resulted in unpaid work completed during the 30 minutes automatically deducted from Aggrieved Employees' hours each day they worked through their lunch break. As a result of these practices, Plaintiff and other Aggrieved Employees were not paid timely minimum and/or regular wages for all time worked or spent under the control of Defendant.

31. Plaintiff further contends that Defendant has a common practice of failing to timely pay all overtime and/or double time wages during employment. Defendant instructed Plaintiff and other Aggrieved Employees not to record their overtime hours worked. Plaintiff's supervisor, Chris Kennedy, explicitly instructed Plaintiff and other Aggrieved Employees "don't work over eight hours no more ... don't clock it in." When an Aggrieved Employee submitted a timesheet reflecting more than eight hours worked in a day, supervisors would "decline" the timesheet and force Aggrieved Employees to revise it to reflect only eight hours worked. This instruction limited the amount of overtime an Aggrieved Employee was permitted to record and ultimately denied overtime compensation to Plaintiff and other Aggrieved Employees for overtime hours worked.

32. During Plaintiff's employment, Defendant implemented an application-based timekeeping system which automatically clocked Plaintiff and other Aggrieved Employees out after eight hours, regardless of the actual hours worked. Plaintiff and other Aggrieved Employees frequently worked beyond their scheduled eight-hour shifts, at times working as much as 12 hours in a day to meet strict deadlines and large work loads imposed by supervisors. However, Defendant's electronic timekeeping system automatically ended their shifts at eight hours, preventing them from recording all hours actually

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worked.

33. The system would send messages stating: "We detected an open punch exceeding 8 hours. You will be automatically punched out." Additionally, Defendant directed Plaintiff and other Aggrieved Employees who worked on Saturdays to record their Saturday hours as if they were worked on the preceding Friday to avoid paying weekly overtime. As a result, Plaintiff and other Aggrieved Employees were not timely paid at one and one-half times their regular rate of pay for all hours worked in excess of eight hours in a workday and/or forty hours in a workweek, nor were they paid at twice their regular rate of pay for all hours worked in excess of 12 hours in a workday or more than eight hours on the seventh consecutive day of work.

34. Plaintiff also alleges that Defendant routinely failed to provide Plaintiff and other Aggrieved Employees with the opportunity to take a 30-minute, off-duty, uninterrupted meal period that is free from Defendant's control when they work more than five hours in a workday. Defendant pressured Plaintiff and other Aggrieved Employees to complete job assignments within a single, eight-hour day. This was often an unrealistic demand which resulted in Aggrieved Employees frequently working through their meal periods. As a result, Plaintiff and other Aggrieved Employees usually did not take meal breaks due to the workload demands and implicit discouragement from management.

35. Early in Plaintiff's employment, Defendant utilized pre-filled spreadsheet templates containing pre-filled meal breaks already entered in the timesheet, which could not be altered or removed by Plaintiff and other Aggrieved Employees. Defendant used this to compel Plaintiff and other Aggrieved Employees to record meal breaks even when they had not taken one. Thereafter, Defendant switched to an electronic timekeeping application which also automatically recorded meal breaks, even if they were not actually taken.

36. Despite frequently working through meal breaks, Defendant maintained a consistent policy of automatically deducting a 30-minute meal period from Plaintiff's and other Aggrieved Employees' pay. Plaintiff and other Aggrieved Employees were not provided with the opportunity to take lawful meal periods. On the occasions when Plaintiff was able to attempt to take a meal break, he was often interrupted by supervisors who called him or approached him with work-related tasks, cutting his

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breaks short.

37. Furthermore, Defendant did not provide Plaintiff and other Aggrieved Employees with the opportunity to take a second meal period when they worked in excess of 10 hours. Despite not receiving legally compliant meal periods, Plaintiff asserts that he and other Aggrieved Employees did not receive premium wages equivalent to an additional hour of pay at their regular rate of compensation for each workday that they were not provided a compliant meal period.

38. Similarly, Plaintiff further alleges that Defendant had, and continues to have, a policy and practice of failing to authorize and permit Plaintiff and other Aggrieved Employees to take an off-duty, uninterrupted, 10-minute rest period for every four hours worked or a major fraction thereof. While Defendant stated that Plaintiff and other Aggrieved Employees "could" take a 10-minute break, Plaintiff and other Aggrieved Employees were unable to take them because of the demanding workload and pressure to complete jobs within tight, unrealistic deadlines.

39. Defendant did not maintain a practice of scheduling work or providing relief such that Plaintiff and other Aggrieved Employees would be able to take compliant rest periods without falling behind on their work duties. Management discouraged breaks by imposing daily completion deadlines and production quotas that could not be met if employees took rest periods. As a result, Plaintiff and other Aggrieved Employees were not provided with the opportunity to take lawful rest periods. Despite Defendant's failure to provide legally compliant rest periods, Defendant failed to compensate Plaintiff and other Aggrieved Employees one hour of pay at the employee's regular rate of compensation for each rest period violation.

40. Plaintiff also asserts that Defendant has a common policy and practice of failing to reimburse necessary business expenses incurred in connection with employment. Defendant required Plaintiff and other Aggrieved Employees to purchase tools with their personal funds that were necessary to perform their job duties without reimbursement. Specifically, Plaintiff's supervisor, Chris Kennedy, would inform Plaintiff that a specific tool was required for a job, and if Plaintiff did not purchase the tool himself, he was told he "would not be able to work that day" and that someone else who did have the tool would do the work. Mr. Kennedy explicitly told Plaintiff that he would not be reimbursed for these

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purchases.

41. Plaintiff further contends that Defendant required Plaintiff and other Aggrieved Employees to use their personal cell phones for work-related purposes, including receiving calls and text messages from supervisors regarding work assignments, schedules, and other job-related matters.

42. Defendant regularly contacted Plaintiff and other Aggrieved Employees on their personal cell phones for work-related communications. Defendant failed to reimburse Plaintiff and other Aggrieved Employees for the business use of their personal cell phones until approximately three weeks before Plaintiff's termination, when Defendant allegedly began providing a monthly phone stipend. Prior to this, Plaintiff and other Aggrieved Employees received no reimbursement for their work-related use of personal cell phones, despite Defendant's requirement that they use such devices for work purposes.

43. Plaintiff claims that Defendant has a common policy and practice of failing to furnish Plaintiff and other Aggrieved Employees with accurate itemized wage statements. Defendant furnished Plaintiff and other Aggrieved Employees with wage statements that did not correctly reflect their gross wages earned, total hours worked, all deductions, all applicable hourly rates in effect during the pay period, and the corresponding number of total hours worked, as well as the premium wages earned.

44. Specifically, the wage statements failed to show all hours worked due to Defendant's practice of instructing Aggrieved Employees not to record overtime hours and the automatic clock-out feature of the timekeeping application after eight hours. The wage statements also failed to reflect the correct overtime hours actually worked when Saturday hours were improperly recorded as Friday hours.

45. The wage statements further failed to accurately reflect the correct gross wages earned pursuant to the dual-rate system whereby Plaintiff and other Aggrieved Employees were paid $18.00 per hour for production work and $26.00 per hour for non-production work.

46. The wage statements also failed to include compensation for two to three hours of daily unpaid preparatory work.

47. The wage statements also failed to include premium wages for non-compliant meal and rest periods. Due to the missing and incorrect information, Plaintiff was unable to promptly and easily determine the total number of hours worked and the wages earned during the pay period.

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48. As a direct result of Defendant's illegal policies and procedures, Plaintiff contends Defendant has a common policy and practice of failing to maintain accurate employment records reflecting Plaintiff's and other Aggrieved Employees' actual wages earned and paid in violation of California law.

49. Defendant's practices—such as supervisors declining timesheets that showed over eight hours and forcing Aggrieved Employees to revise them to show only eight hours; utilizing a timekeeping system that automatically clocks Aggrieved Employees out after eight hours regardless of actual hours worked; directing Aggrieved Employees to record Saturday hours as Friday hours; and using pre-filled spreadsheet templates with lunch breaks already entered that could not be altered—constitute a failure to keep true and accurate records of hours worked and wages paid. Defendant failed to accurately document and maintain records showing all time worked, including the two to three hours of daily unpaid preparatory work, the proper beginning and end of each work period, the accurate start and end time of each meal period, time spent answering calls or responding to messages during off-hours, and all wages earned for Plaintiff and other Aggrieved Employees.

50. Plaintiff also alleges that Defendant has a common policy and practice of retaliating against Aggrieved Employees for engaging in protected activities, including making complaints about unpaid wages and other labor violations. Plaintiff repeatedly asserted his right and demanded to be paid for all hours worked, telling his supervisor Chris Kennedy, "I'm not working for free" and referring to "State of California" laws. Due to his protected complaints about wage and hour violations, Mr. Kennedy labeled Plaintiff as "combative," "argumentative," and the "black sheep" of Defendant, frequently asking, "Why do you complain, Anthony?" when other employees did not.

51. The ongoing dispute regarding Plaintiff's unpaid wages culminated in Plaintiff's termination on September 8, 2025, shortly after he made repeated complaints about unpaid wages and labor violations. The retaliatory nature of the termination is further evidenced by Defendant's inconsistent application of its disciplinary policies. Plaintiff was fired without a single prior write-up, while other employees who cost Defendant thousands of dollars and had multiple write-ups remained employed.

52. Plaintiff further alleges that upon information and belief, Defendant had, and continues to

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have, a policy and practice of willfully failing to pay Plaintiff and other Aggrieved Employees all wages due and owing at the time of separation and the required waiting time penalties for the late payment of such wages.

53. Defendant failed to pay Plaintiff and other Aggrieved Employees for all time worked and all premium wages for non-compliant meal and rest periods upon separation of employment. Because Defendant failed to pay all regular wages, overtime wages, meal and rest period premiums, and minimum wages during employment, these amounts were also unlawfully withheld from final paychecks, triggering waiting time penalties for each day the wages remain unpaid, up to 30 days.

54. Plaintiff contends, based on information and belief, that Defendant did not and has yet to pay any waiting time penalties to former Aggrieved Employees for the late payment of final wages.

55. On November 13, 2025, Plaintiff submitted written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant as required by PAGA, informing them of Defendant's alleged violations of the Labor Code, including the facts and theories to support each violation. Pursuant to Labor Code section 2699.3(a).

56. To date, more than 65 days after submission of Plaintiff's written notice, the LWDA has not provided notice of its intent to investigate Plaintiff's alleged violations of the Labor Code. Pursuant to PAGA, Plaintiff has the right to pursue, and does so pursue, the asserted claims in his representative capacity on behalf of himself and all other Aggrieved Employees.

57. Plaintiff believes that additional violations may be discovered and therefore reserves his right to allege additional violations of law as investigation and discovery warrants. In the event Plaintiff discovers additional Labor Code violations, Plaintiff will provide proper notice as required by law.

PAGA DESIGNATION

58. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

59. By and through this enforcement action, Plaintiff intends to represent the following aggrieved employees: All individuals who currently or formerly performed work for Defendant as non-exempt employees in California during the period commencing on the date that is one year and sixty-five

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days prior to the filing of this Complaint through and including the last date of trial (hereinafter the "Aggrieved Employees").

60. Aggrieved Employees are all "employees" as the term is used in the Labor Code and the IWC Wage Orders regulating wages, hours, and working conditions in the state of California.

61. A more precise definition of the Aggrieved Employees may be determined after further investigation and discovery. Plaintiff reserves his right to redefine the group of Aggrieved Employees as permitted by California law.

62. Pursuant to Labor Code section 2699, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

63. Pursuant to PAGA, all civil penalties recovered must be allocated sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to the Aggrieved Employees. (Lab. Code § 2699(m).)

64. Plaintiff is an "aggrieved employee" under PAGA because he was employed by the alleged violator, Defendant, and personally suffered each of the violations of law alleged herein. (Lab. Code § 2699(c).)

65. Plaintiff alleges that all other Aggrieved Employees are also "aggrieved employees" under PAGA because Defendant employed them, and all Aggrieved Employees experienced one or more of the alleged violations outlined herein.

66. Plaintiff has exhausted his administrative remedies. On November 13, 2025, Plaintiff submitted notice to the LWDA and Defendant informing them of Defendant's alleged violations of the Labor Code and applicable IWC Wage Order pursuant to PAGA. The LWDA had 65 days to provide notice of whether it intended to investigate the alleged violations. (Lab. Code § 2699.3(a)(2)(A).) To date, more than 65 days after submission of Plaintiff's written notice, the LWDA has not provided notice of its intent to investigate the alleged violations. Plaintiff thus has the right to pursue, and does pursue, the asserted claims in a representative capacity pursuant to Labor Code section 2699.

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67. As set forth herein, Defendant has committed, and continues to commit, numerous violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 98.6 and the applicable provisions of the IWC Wage Order, for which the Labor Code entitles Plaintiff, in his representative capacity, to recover, on behalf of himself, all other Aggrieved Employees, the state of California, and the general public, civil penalties as well as attorneys' fees and costs from Defendant.

68. Labor Code section 2699(k)(1) provides that an aggrieved employee who prevails in a civil action brought pursuant to PAGA shall be entitled to an award of reasonable attorneys' fees and costs. As such, Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved Employees, is entitled to, and therefore seeks, attorneys' fees and costs.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

(By Plaintiff, in his Representative Capacity, against Defendant)

PRIVATE ATTORNEYS GENERAL ACT OF 2004

[Labor Code §§ 2698 et seq.]

69. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

70. Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved Employees, is entitled to and thus seeks to recover civil penalties through this enforcement action based on violations of the following Labor Code and IWC Wage Order provisions:

a. Failing to timely pay all minimum and/or regular wages during employment in violation of Labor Code sections 204, 210, 1194, 1194.2, 1197, 1197.1, 1198, and the "Minimum Wages" and "Hours and Days of Work" sections of the applicable IWC Wage Order;

b. Failing to timely pay all overtime and/or double time wages during employment in violation of Labor Code sections 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the "Minimum Wages" and "Hours and Days of Work" sections of the applicable IWC Wage Order;

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c. Failing to provide legally compliant meal periods or timely pay premium wages for non-compliant meal periods during employment in violation of Labor Code sections 204, 210, 226.7, 512, 558, 1198, and the "Meal Periods" section of the applicable IWC Wage Order;

d. Failing to authorize or permit legally compliant rest periods or timely pay premium wages for non-compliant rest periods during employment in violation of Labor Code sections 204, 210, 226.7, 1198, and the "Rest Periods" section of the applicable IWC Wage Order;

e. Failing to timely pay all wages due and owing at the time of separation of employment and/or the required waiting time penalties in violation of Labor Code sections 200, 201, 202, and 203;

f. Failing to furnish accurate itemized wage statements in violation of Labor Code sections 226, 226(e), 226.3, and the "Records" section of the applicable IWC Wage Order;

g. Failing to maintain accurate employment records in violation of Labor Code sections 1174, 1174.5, and the "Records" section of the applicable IWC Wage Order;

h. Failing to reimburse for necessary business expenses in violation of Labor Code section 2802; and

i. Engaging in retaliation in violation of Labor Code Section 98.6 and 1102.5

71. Labor Code section 210 provides that any person who fails to pay wages as provided in Labor Code sections 201.3, 203, 204, 204(b), 204.1, 204.2, 205, 205.5, and 1197.5 shall be subject to a civil penalty of $100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation, $200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty. Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved Employees, is entitled to, and therefore seeks, the civil penalty imposed by Labor Code section 210.

72. For violations of Labor Code section 226(a), Labor Code section 226.3 imposes a civil penalty of $250 per employee per violation for an initial citation and $1,000 per employee for each violation in a subsequent citation, in addition to any other penalty provided by law. Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved Employees, is entitled to, and

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therefore seeks, the civil penalty imposed by Labor Code section 226.3.

73. For violations of Labor Code sections 510, 512, and 226.7, in addition to any other recovery provided by law, Labor Code section 558 imposes a civil penalty of $50 per pay period for each underpaid employee for the initial violation and $100 per pay period for each underpaid employee for each subsequent violation of any section of Labor Code Division 2, Part 2, Chapter 1, or any provision regulating hours and days of work in any order of the IWC. Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved Employees, is entitled to, and therefore seeks, the civil penalty imposed by Labor Code section 558.

74. Labor Code section 1174.5 imposes a civil penalty of $500 for an employer's failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of $100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code section 2699(f)(2) for a violation of Labor Code section 1174(d). Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved Employees, is entitled to, and therefore seeks, the civil penalty imposed by Labor Code section 1174.5.

75. Labor Code section 2699(f)(2)(A) provides that for violations of Labor Code section 226, if the violation is a violation of paragraphs (1) to (7) or (9) of subdivision (a) of Section 226 then the civil penalty is $25 per pay period per employee if the employee could promptly and easily determine the information specified in subdivision (a) of Section 226. If the alleged violation is a violation of paragraph (8) of subdivision (a) of Section 226, the civil penalty is $25 for each aggrieved employee per pay period if the employee would not be confused or misled about the correct identity of their employer. The civil penalty is $50 for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods. Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved Employees, is entitled to, and therefore seeks, the civil penalties described in Labor Code section 2699(f)(2)(A).

76. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code section 2699(f)(2) imposes a civil penalty of $100 per pay period, per employee,

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except for violations of Labor Code section 226(a), and $200 per pay period, per employee if either of the following are met: (a) an agency or court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful within the five years preceding the alleged violation, or (b) the court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive. Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved Employees, is entitled to, and therefore seeks, the civil penalties described in Labor Code section 2699(f)(2).

77. Labor Code section 2699(k)(1) provides that an aggrieved employee who prevails in a civil action brought pursuant to the PAGA shall be entitled to an award of reasonable attorneys' fees and costs. As such, Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved Employees, is entitled to, and therefore seeks, attorneys' fees and costs as provided by Labor Code section 2699(k)(1).

78. Labor Code sections 218.5, 226(e), 1194, 2802, and Code of Civil Procedure section 1021.5, also permit the recovery of attorneys' fees and costs. Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved Employees, is entitled to and seeks recovery of reasonable attorneys' fees as provided by Labor Code sections 218.5, 226(e), 1194, 2802, and 2699(k)(1), as well as Code of Civil Procedure section 1021.5 and the "common fund" theory, the "substantial benefit" theory, and the "catalyst" theory.

79. Labor Code section 98.6(b)(3) states that an employer who violates Labor Code section 98.6 is liable for a civil penalty not exceeding $10,000 per employee for each violation in addition to other remedies available.

80. Labor Code section 1102.5(f)(1) states that an employer who violates Labor Code section 1102.5 is liable for a civil penalty not exceeding $10,000 per employee for each violation in addition to other remedies available.

81. Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved Employees, requests relief as described in the Prayer for Relief.

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PRAYER FOR RELIEF

Plaintiff, in his representative capacity, prays for judgment against Defendant and in favor of the state of California, Plaintiff, and all other Aggrieved Employees as follows:

a. For any and all civil penalties available for the Labor Code violations alleged herein including, but not limited to, civil penalties under Labor Code sections 210, 226.3, 558, 1174.5, 2699(f), 2699(f)(2), 2699(f)(2)(A), 98.6,, 1102.5 and other applicable law;

b. For an order determining that Plaintiff is entitled to recover a civil penalty of $100 for each aggrieved employee per pay period for the initial violation and $200 for each aggrieved employee per pay period for each subsequent violation as provided in Labor Code section 2699(f);

c. For reasonable attorneys' fees and costs of suit to the extent permitted by law including, but not limited to, Labor Code sections 218.5, 226(e), 1194, 2699(k)(1), 2802, Code of Civil Procedure section 1021.5, the "common fund" theory, the "substantial benefit" theory, the "catalyst" theory, and other applicable law; and

d. For any and all other relief as this Court deems proper and just and is available under Labor Code section 2698 et seq.

Respectfully submitted,

Dated: February 13, 2026

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By: _____

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