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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

MICHAEL DOUGLAS WOOD, as an
 individual and on behalf of all others similarly
 situated,

Plaintiff,

vs.

GOOCH AND HOUSEGO (CALIFORNIA)
 LLC, a Delaware limited liability company;
 and DOES 1 through 100, inclusive,

Defendants.

Case No.: 2025CUOE056136

**FIRST AMENDED CLASS AND
 REPRESENTATIVE ACTION
 COMPLAINT:**

- (1) **FAILURE TO PAY ALL MINIMUM
 WAGES OWED (LABOR CODE §§
 1194, 1194.2, 1197)**
- (2) **FAILURE TO PAY ALL
 OVERTIME WAGES OWED
 (LABOR CODE §§ 204, 510, 558,
 1194, 1198)**
- (3) **FAILURE TO PAY ALL SICK
 LEAVE WAGES OWED (LABOR
 CODE § 246(l));**
- (4) **FAILURE TO PROVIDE MEAL
 PERIODS (LABOR CODE §§ 226.7,
 512, 558);**
- (5) **FAILURE TO AUTHORIZE AND
 PERMIT ALL REST PERIODS
 (LABOR CODE §§ 226.7, 516, 558);**

VENTURA SUPERIOR COURT

FILED

02/19/2026

K. Bieker
 Executive Officer and Clerk

Cristal Alvarez

- 1 (6) FAILURE TO PAY ALL WAGES
2 OWED UPON TERMINATION
3 (LABOR CODE §§ 201-203);
4
5 (7) FAILURE TO PROVIDE
6 ACCURATE, ITEMIZED WAGE
7 STATEMENTS (LABOR CODE §
8 226 ET SEQ.);
9
10 (8) FAILURE TO SHOW ACCURATE
11 PAID LEAVE ACCRUAL
12 BALANCES (LABOR CODE §
13 246(i));
14
15 (9) FAILURE TO REIMBURSE
16 NECESSARY BUSINESS
17 EXPENSES (LABOR CODE § 2802);
18
19 (10) UNFAIR COMPETITION (BUS &
20 PROF CODE § 17200 *et seq.*); and
21
22 (11) CIVIL PENALTIES UNDER THE
23 PRIVATE ATTORNEYS GENERAL
24 ACT (LABOR CODE § 2698 *et seq.*)
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26
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28

DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE

1 Plaintiff Michael Douglas Wood (“Plaintiff”), on behalf of himself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint (“FAC”)
3 against Gooch and Housego (California) LLC, a Delaware limited liability company; and DOES
4 1 to 100, inclusive (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 FAC for recovery of unpaid wages, interest, and penalties under California Business &
8 Professions Code § 17200 *et seq.*, Labor Code §§ 201-204, 218 *et seq.*, 226 *et seq.*, 226.7, 246 *et*
9 *seq.*, 510, 512, 516, 558, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802, and Industrial Welfare
10 Commission Wage Order 1 (“Wage Order 1”), in addition to seeking declaratory relief and
11 restitution. This FAC is brought pursuant to California Code of Civil Procedure § 382. This Court
12 has jurisdiction over Defendants’ violations of the California Labor Code because the amount in
13 controversy exceeds this Court’s jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
16 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
17 County of Ventura. Defendants own, maintain offices, transact business, have agent(s) within the
18 County of Ventura, and/or otherwise are found within the County of Ventura, and Defendants are
19 within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was and currently is, a California resident. During the four years immediately preceding
23 the filing of the lawsuit in this action and within the statute of limitations periods applicable to
24 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
25 employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices complained of
26 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code
27 §§ 201-204, 218 *et seq.*, 226 *et seq.*, 226.7, 246 *et seq.*, 510, 512, 516, 558, 1194, 1194.2, 1197,
28 1198, 2698 *et seq.*, 2802; California Business & Professions Code § 17200 *et seq.* (“Unfair

Competition Law”); and Wage Order 1, which sets employment standards for the Manufacturing Industry, which includes the industry in which Plaintiff worked for Defendants.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of the lawsuit and continuing to the present, Defendants did (and continue to do) business by providing photonics engineering and manufacturing solutions. Defendants employed Plaintiff and other, similarly-situated non-exempt employees within, among other counties, Ventura County and the state of California and, therefore, were (and are) doing business in Ventura County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this FAC when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph 21) to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

7. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,

1 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
2 members of the Classes.

3 **GENERAL FACTUAL ALLEGATIONS**

4 9. Plaintiff was employed by Defendants as a non-exempt employee from
5 approximately July 1, 2024 through approximately June 18, 2025. Plaintiff was a non-exempt
6 TNC Machine Operator - Night Shift Lead and his job duties included, without limitation,
7 working on the production line and communicating with engineers and managers regarding the
8 manufacture of products.

9 10. Plaintiff was generally scheduled to work Monday through Friday from 2:00 p.m.
10 to 10:30 p.m. Plaintiff often worked more than 8 hours per workday. Defendants required
11 Plaintiff to clock in and out each day by swiping his employee identification card through a
12 timeclock.

13 11. During his employment with Defendants, Plaintiff was not paid for all time
14 worked. Specifically, in his position as the lead for night shift, Plaintiff was responsible for
15 conducting a “walk around” each night at closing, which includes a safety check, locking several
16 gates, and setting the alarm. This all took place after Plaintiff clocked out for the end of his shift.
17 Additionally, Plaintiff and other non-exempt employees regularly received calls from Defendants
18 outside of their working hours to discuss the happenings of their last shift and hours worked. As
19 a result of Defendants’ timekeeping policies/practices, Plaintiff was not paid all minimum and
20 overtime wages earned.

21 12. Further, Plaintiff often worked in excess of eight hours per workday but did not
22 receive proper overtime compensation equal to one and one-half times his regular rate of pay for
23 all overtime hours worked. Specifically, Plaintiff received a shift differential for working night
24 shifts and received bonuses and/or other forms of pay not excludable as a matter of law when
25 calculating an employee’s regular rate (hereinafter the aforementioned forms of pay are collective
26 referred to as “Incentive Pay”). Despite Defendants’ payment of Incentive Pay to Plaintiff,
27 Defendants failed to include all forms of Incentive Pay when calculating Plaintiff’s regular rate
28 of pay, thereby causing Plaintiff to be underpaid all of his required overtime wages and sick leave

1 wages. Rather, Plaintiff was paid an amount less than one and one-half times (or two times in the
2 case of double-time hours) his regular rate of pay, as Defendants failed to include the various
3 forms of Incentive Pay earned during corresponding time periods that were required to be
4 included in the regular rate of pay. As a result, Defendant' policies and/or practices that fail to
5 compensate for all hours worked at the correct overtime rate, double overtime rate, and/or sick
6 leave rate, Plaintiff and other hourly, non-exempt employees were deprived all required overtime
7 wages earned and sick leave wages accrued.

8 13. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided
9 all required meal periods due to Defendants' meal period policies and practices, which fail to
10 provide duty-free 30-minute first meal periods before the end of the fifth hour of work. Plaintiff's
11 and other non-exempt employees' meal periods often took place after the fifth hour of work due
12 to being required to wait until the machines stopped before taking a meal period. Plaintiff often
13 had to monitor the machines even during meal periods, and his meal periods were often
14 interrupted by work-related telephone calls. As a result, Defendants provided Plaintiff and other
15 hourly, non-exempt employees with meal periods that were untimely, short, missed, or otherwise
16 unlawful under California law.

17 14. Although Plaintiff was not provided with all legally-compliant meal periods to
18 which he was entitled, Defendants failed to compensate Plaintiff with the required meal period
19 premium for each workday in which he experienced a meal period violation as mandated by Labor
20 Code § 226.7.

21 15. Plaintiff was also not authorized and permitted to timely take all required rest
22 periods due to Defendants' rest period policies and practices. To maximize productivity,
23 Defendant's machines were always running and as a result, they were not left unattended. This
24 resulted in Plaintiff not receiving all rest periods. Defendants' rest period policies and practices
25 fail to authorize and permit all rest periods for every four hours worked, or *major fraction thereof*.

26 16. On those occasions when Plaintiff was not authorized and permitted to take all
27 legally-compliant rest periods to which he was entitled, Defendants failed to compensate Plaintiff
28 with the required rest period premium for each workday in which he experienced a rest period

violation as mandated by Labor Code § 226.7.

17. During his employment with Defendants, Plaintiff was not reimbursed for all necessary business expenses incurred during the relevant time period. Specifically, Defendant required Plaintiff to use his personal cellular phone for business purposes, such as requesting time off through the payroll application and communicating with co-workers and superiors about work-related items. Accordingly, despite the non-exempt employees being required to use their personal cellular phone for business purposes, Defendants did not reimburse Plaintiff or other non-exempt employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law.

18. As a result of Defendants' failure to pay all minimum, overtime, and sick leave wages, as well as meal and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiff. Defendants also issued wage statements that failed to provide Plaintiff and other hourly, non-exempt employees with written notice setting forth the amount of paid leave available.

19. As a further result of Defendants' failure to pay all minimum, overtime and/or sick leave wages owed, and failure to pay all meal and rest period premium wages, Defendants failed to pay Plaintiff all wages owed upon his separation of employment with Defendants.

20. As a result of all of the aforementioned Labor Code violations, Defendants are liable for civil penalties under the Labor Code Private Attorney General Act.

CLASS ACTION ALLEGATIONS

21. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following Classes pursuant to § 382 of the Code of Civil Procedure:

- a. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies/practices during the four years preceding the filing of the lawsuit through the present.

- b. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who worked in excess of 8 hours in a work day and/or in excess of 40 hours in a work week and were subject to Defendants' timekeeping policies/practices during the four years preceding the filing of the lawsuit through the present.
- c. The Sick Leave Class consists of all of Defendants' current and former non-exempt employees in California who received sick leave pay at any time during the four years preceding the filing of the lawsuit through the present.
- d. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 5.0 hours during the four years preceding the filing of the lawsuit through the present.
- e. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift of 3.5 hours during the four years preceding the filing of the lawsuit through the present.
- f. The Waiting Time Penalty Class consists of all members of the: (i) Minimum Wage Class; (ii) Overtime Class; (iii) Sick Leave Class; (iv) Meal Period Class; and/or (v) Rest Period Class who separated their employment with Defendants at any time during the four years preceding the filing of the lawsuit through the present.
- g. The Wage Statement Class consists of all members of the: (i) Minimum Wage Class; (ii) Overtime Class; (iii) Sick Leave Class; (iv) Meal Period Class; and/or (v) Rest Period Class during the one year immediately preceding the filing of the lawsuit through the present.
- h. The Paid Leave Class consists of all of Defendants' current and former non-exempt employees who worked in California and were eligible for paid leave during the one year immediately preceding the filing of the lawsuit through the present.

i. The Reimbursement Class consists of all of Defendants' current and former non-exempt employees who worked in California and used their personal cellular phones in connection with the discharge of their work duties at any time during the four years preceding the filing of the lawsuit through the present.

j. The UCL Class consists of members of (i) Minimum Wage Class; (ii) Overtime Class; (iii) Sick Leave Class; (iv) Meal Period Class, (v) Rest Period; (vi) Waiting Time Penalty Class; and/or (vii) Reimbursement Class at any time during the four years preceding the filing of this lawsuit through the present.

22. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court, to amend or modify the description of the various classes with greater specificity or further division into subclasses or limitation to particular issues.

23. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than fifty (50) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

24. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members. Those common questions include, without limitation:

i. Whether Defendants properly paid all minimum wages and/or overtime wages to members of the Minimum Wage Class and Overtime Class pursuant to Labor Code §§ 204, 221, 510, 558, 1192, 1194, 1194.2, 1197, 1197.1, and 1198;

ii. Whether Defendants properly paid all sick leave wages to members of the Sick Leave Class pursuant to Labor Code § 246(l);

iii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

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- 1 iv. Whether Defendants authorized and permitted all legally compliant rest periods to
2 members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 3 v. Whether Defendants paid all wages owed to their terminated/separated employees
4 at the time of said termination/separation pursuant to Labor Code §§ 201-203;
- 5 vi. Whether Defendants furnished legally compliant wage statements to members of
6 the Wage Statement Class pursuant to Labor Code § 226;
- 7 vii. Whether Defendants provided written notice setting forth the amount of paid sick
8 leave available to members of the Paid Leave Class pursuant to Labor Code §
9 246(i);
- 10 viii. Whether Defendants properly reimbursed the members of the Reimbursement
11 Class for all necessary business expenses incurred pursuant to Labor Code § 2802;
12 and
- 13 ix. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive
14 business practices by and through the wage and hour policies and practices
15 described above, and whether as a result Defendants owe the classes restitution.

16 25. **Predominance of Common Questions:** Common questions of law and fact
17 predominate over questions that affect only individual members of the Classes. The common
18 questions of law set forth above are numerous and substantial and stem from Defendants' policies
19 and/or practices applicable to each individual class member, such as Defendants' uniform
20 minimum, overtime, and sick leave wage payment, and meal and rest period policies/practices.
21 As such, the common questions predominate over individual questions concerning each
22 individual class member's showing as to their eligibility for recovery or as to the amount of their
23 damages.

24 26. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
25 Plaintiff was employed by Defendants as a non-exempt employee in California during the
26 statute(s) of limitations period applicable to each cause of action pled in the lawsuit. As alleged
27 herein, Plaintiff, like the members of the Classes, was not provided all legally required minimum,
28 overtime, and sick leave wages, was not provided with all required meal periods, was not

1 authorized and permitted to take all required rest periods, did not receive meal and rest period
2 premium wages when he was not provided compliant meal periods or not authorized or permitted
3 to take compliant rest periods, was not reimbursed for all necessary business expenses, was not
4 provided with all wages due upon termination, and did not receive accurate wage statements.

5 27. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
6 to represent fairly and adequately the interests of the members of the Classes. Moreover,
7 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of
8 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-
9 and-hour class actions in state and federal courts in the past and are committed to vigorously
10 prosecuting this action on behalf of the members of the Classes.

11 28. **Superiority:** The California Labor Code is broadly remedial in nature and serves
12 an important public interest in establishing minimum working conditions and standards in
13 California. These laws and labor standards protect the average working employee from
14 exploitation by employers who have the responsibility to follow the laws and who may seek to
15 take advantage of superior economic and bargaining power in setting onerous terms and
16 conditions of employment. The nature of this action and the format of laws available to Plaintiff
17 and members of the Classes make the class action format a particularly efficient and appropriate
18 procedure to redress the violations alleged herein. If each employee were required to file an
19 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
20 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
21 their vastly superior financial and legal resources. Moreover, requiring each member of the
22 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
23 employees who would be disinclined to file an action against their former and/or current employer
24 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
25 employment. Further, the prosecution of separate actions by the individual class members, even
26 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
27 with respect to the individual class members against Defendants herein; and which would
28 establish potentially incompatible standards of conduct for Defendants; and/or legal

determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 21 are maintainable as a Class under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL MINIMUM WAGES OWED

(AGAINST ALL DEFENDANTS)

29. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

30. This cause of action is brought pursuant to Labor Code §§ 204, 558, 1194, 1197 and 1198 which provide that all non-exempt employees are entitled to all minimum wages for all hours worked, and provide a private right of action for the failure to pay all minimum wage compensation for all work performed.

31. At all times relevant herein, Defendants were required to properly compensate Plaintiff and the members of the Minimum Wage Class for all hours worked pursuant to California Labor Code §§ 1194, 1197 and 1198, and the Wage Order 1. The Wage Order 1, Section 4 requires an employer to pay to every employee on the established payday for the period involved not less than the applicable minimum wage for all hours worked in the payroll period. Defendants caused Plaintiff and the members of the Minimum Wage Class to work hours in a workweek but did not properly compensate Plaintiff and the members of the Minimum Wage Class at least minimum wages for such hours.

32. At all times relevant herein, Defendants lacked good faith and had no reasonable grounds for believing that their practices in failing to pay all minimum wages owed at the applicable rate was not a violation of any provision of the Labor Code relating to minimum wage, or an order of the Industrial Welfare Commission. Defendants, therefore, in addition to owing minimum wages to Plaintiff and the members of the Minimum Wage Class, also owe liquidated

1 damages in an amount equal to the wages unlawfully unpaid, and interest thereon, pursuant to
2 Labor Code § 1194.2.

3 33. The foregoing practices and policies are unlawful and create entitlement to
4 recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid
5 amount of minimum wages owing, including interest thereon, as well as statutory penalties,
6 liquidated damages, civil penalties, and attorneys' fees and costs of suit, pursuant to Labor Code
7 §§ 204, 218.5, 218.6, 558, 1194, 1194.2, 1197, 1197.1 and 1198, the Wage Order 1, California
8 Code of Civil Procedure § 1021.5 California Code of Civil Procedure § 1021.5, and Civil Code
9 §§ 3287(b) and 3289.

10 **SECOND CAUSE OF ACTION**

11 **FAILURE TO PAY ALL OVERTIME WAGES**

12 **(AGAINST ALL DEFENDANTS)**

13 34. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

14 35. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194 and
15 1198 which provide that all non-exempt employees are entitled to all overtime wages for all
16 overtime worked (hours in excess of 8 in one day and/or 40 in one week), and provide a private
17 right of action for the failure to pay all overtime compensation for overtime work performed.

18 36. At all times relevant herein, Defendants were required to properly compensate
19 Plaintiff and the members of the Overtime Class for all overtime hours worked pursuant to
20 California Labor Code §§ 510 and 1194, and Wage Order 1. Labor Code § 510 and Wage Order
21 1, Section 3 require an employer to pay an employee "one and one-half (1½) times the regular
22 rate of pay" for work in excess of 8 hours per workday and/or in excess of 40 hours per workweek.
23 Labor Code § 510 and Wage Order 1, Section 3 also require an employer to pay an employee
24 double the employee's regular rate for work in excess of 12 hours each workday and/or in excess
25 of 8 hours on the seventh consecutive day of work in the workweek. Defendants caused Plaintiff
26 and the members of the Overtime Class to work in excess of 8 hours in a workday and/or 40 hours
27 in a workweek but did not properly compensate Plaintiff and the members of the Overtime Class
28 at one and one-half their regular rate of pay for such hours. Defendants also caused Plaintiff and

1 the members of the Overtime Class to work in excess of 12 hours in a workday but did not
2 properly compensate Plaintiff and the members of the Overtime Class at double their regular rate
3 of pay for such hours.

4 37. The foregoing practices and policies are unlawful and create entitlement to
5 recovery by Plaintiff and the members of the Overtime Class in a civil action for the unpaid
6 amount of overtime premium owing, including interest thereon, as well as statutory penalties,
7 civil penalties, and attorneys' fees and costs of suit, pursuant to Labor Code §§ 204, 218.5, 218.6,
8 510, 558, 1194 and 1198, Wage Order 1, California Code of Civil Procedure § 1021.5 California
9 Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

10 **THIRD CAUSE OF ACTION**

11 **FAILURE TO PAY ALL SICK LEAVE WAGES OWED**

12 **(AGAINST ALL DEFENDANTS)**

13 38. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

14 39. This cause of action is brought pursuant to Labor Code § 246(l) which provides
15 that an employer shall calculate paid sick leave for non-exempt employees in the same manner as
16 the regular rate of pay for the workweek in which the employee used paid sick time, by dividing
17 the employee's total wages by the employee's total hours worked in the full pay periods of the
18 prior 90 days of employment, or in the same manner as the employer calculates wages for other
19 forms of paid leave time.

20 40. At all times relevant herein, Defendants were required to pay Plaintiff and the
21 members of the Sick Leave Class paid sick leave at their regular rate of pay pursuant to California
22 Labor Code § 246(l). Defendants paid Plaintiff and members of the Sick Leave Class paid sick
23 leave at their base rate, and thus did not properly pay paid sick leave wages to Plaintiff and the
24 members of the Sick Leave Class.

25 41. At all times relevant herein, Defendants lacked good faith and had no reasonable
26 grounds for believing that their practices in failing to pay paid sick leave at the proper rate was
27 not a violation of any provision of the Labor Code relating to paid sick leave.

28 //

1 42. The foregoing practices and policies are unlawful and create entitlement to
2 recovery by Plaintiff and the members of the Sick Leave Class in a civil action for the unpaid
3 amount of wages owing, as well as statutory penalties, liquidated damages, civil penalties, and
4 attorneys' fees and costs of suit, pursuant to Labor Code §§ 204, 218.5, 218.6, 558, California
5 Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

6 **FOURTH CAUSE OF ACTION**

7 **FAILURE TO PROVIDE MEAL PERIODS**

8 **(AGAINST ALL DEFENDANTS)**

9 43. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

10 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 failed in their affirmative obligation to provide all of their non-exempt employees in California,
12 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
13 in accordance with the mandates of the California Labor Code and Wage Order 1, § 11. Despite
14 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members
15 of the Meal Period Class at their respective regular rates of compensation, in accordance with
16 California Labor Code §§ 226.7, and 512.

17 45. As a result, Defendants are responsible for paying premium compensation for meal
18 period violations including interest thereon, as well as statutory penalties, civil penalties, and
19 costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 1, California Code of
20 Civil Procedure § 1021.5 and Civil Code §§ 3287(b) and 3289.

21 **FIFTH CAUSE OF ACTION**

22 **FAILURE TO AUTHORIZE AND PERMIT ALL REST PERIODS**

23 **(AGAINST ALL DEFENDANTS)**

24 46. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25 47. Wage Order 1, § 12 and California Labor Code §§ 226.7 and 516 establish the
26 right of employees to be authorized and permitted to take a paid rest period of at least ten (10)
27 minutes net rest time for each four (4) hour period worked, or *major fraction thereof*.

28 //

1 and members of the Waiting Time Penalty Class are entitled to compensation pursuant to Labor
2 Code § 203, plus reasonable attorneys' fees and costs of suit.

3 **SEVENTH CAUSE OF ACTION**

4 **FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS**

5 **(AGAINST ALL DEFENDANTS)**

6 54. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

7 55. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
9 and members of the Wage Statement Class with complete and accurate wage statements with
10 respect to their actual regular and overtime hours worked, total gross wages earned, and total net
11 wages earned, all in violation of Labor Code § 226 *et seq.*

12 56. Defendants' failures in furnishing Plaintiff and members of the Wage Statement
13 Class with complete and accurate itemized wage statements resulted in actual injury, as said
14 failures led to, among other things, unpaid wages and unpaid meal and rest period premium
15 wages, and deprived them of the information necessary to identify the discrepancies in
16 Defendants' reported data.

17 57. Defendants' failures create an entitlement to recovery by Plaintiff and members of
18 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
19 Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and
20 costs of suit according to California Labor Code § 226 *et seq.*

21 **EIGHTH CAUSE OF ACTION**

22 **FAILURE TO SHOW ACCURATE PAID LEAVE ACCRUAL BALANCES**

23 **(AGAINST ALL DEFENDANTS)**

24 58. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25 59. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
27 and members of the Paid Leave Class with written notice setting forth the amount of paid sick
28 leave, and/or paid time off leave, for use on the employees' itemized wage statement, in violation

of Labor Code § 246(i).

60. Defendants' failures in furnishing Plaintiff and members of the Paid Leave Class with written notice that sets forth the amount of paid sick leave and/or paid time off leave resulted in actual injury, as said failures deprived them of, among other things, the information necessary to inform them of their paid sick leave and/or paid time off leave available to them.

61. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Paid Leave Class in a civil action for all damages and/or penalties pursuant to Labor Code § 246 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 246 *et seq.*

NINTH CAUSE OF ACTION

FAILURE TO INDEMNIFY ALL NECESSARY BUSINESS EXPENDITURES (AGAINST ALL DEFENDANTS)

62. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

63. This cause of action is brought pursuant to Labor Code § 2802, which requires an employer to "indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer."

64. As alleged herein, and due to their unlawful reimbursement policies and/or practices, Defendants failed to indemnify Plaintiff and the members of the Reimbursement Class all of their necessary business expenses, including, among other things, expenses related to their use of their personal cellular phones.

65. As a proximate result of Defendants' failure to indemnify Plaintiff and the members of the Reimbursement Class for their necessary business expenses incurred, Plaintiff and members of the Reimbursement Class are entitled to damages, attorneys' fees and costs of suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code § 2802.

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TENTH CAUSE OF ACTION
UNFAIR COMPETITION
(AGAINST ALL DEFENDANTS)

66. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

67. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by failing to pay all minimum, overtime and/or sick leave wages owed, failing to provide all required meal periods and failing to authorize and permit all required rest periods, and failing to pay meal and rest period premium wage payments.

68. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff and continues to deprive members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

69. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

70. The acts complained of herein occurred during the four years immediately preceding the filing of the lawsuit in this action.

71. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

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1 **ELEVENTH CAUSE OF ACTION**

2 **FAILURE TO PAY ALL MINIMUM WAGES OWED**

3 **(AGAINST ALL DEFENDANTS)**

4 72. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 73. Defendants have committed several Labor Code violations against Plaintiff and
6 other Aggrieved Employees. Plaintiff, an “Aggrieved Employee” within the meaning of Labor
7 Code § 2698 *et seq.*, acting on behalf of himself and other Aggrieved Employees, brings this
8 representative action against Defendants to recover the civil penalties due to Plaintiff, the other
9 aggrieved employees, and the State of California according to proof pursuant to Labor Code §
10 2699 (a) and (f) including, but not limited to: (1) \$250.00 for each initial violation and \$1,000.00
11 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or
12 (2) no less than \$25.00 and up to \$200.00 for each aggrieved employee per pay period pursuant
13 to Labor Code § 2699(f) for those violations of the Labor Code for which no civil penalty is
14 specifically provided, based on the following Labor Code violations:

- 15 a) Defendants violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay
16 Plaintiff and other aggrieved employees the statutory minimum wage for all
17 hours worked;
- 18 b) Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing
19 to pay Plaintiff and other aggrieved employees all overtime compensation
20 earned;
- 21 c) Defendants violated Labor Code § 246(l) by failing to pay Plaintiff and other
22 aggrieved employees all sick leave wages owed;
- 23 d) Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide
24 all legally required meal periods and failing to pay meal period premiums to
25 Plaintiff and other aggrieved employees;
- 26 e) Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide
27 all legally required rest periods and failing to pay rest period premiums to
28 Plaintiff and other aggrieved employees;

- 1 f) Defendants violated Labor Code §§ 201, 202 and 203 by failing to timely pay
2 all final wages due to Plaintiff and other aggrieved employees;
- 3 g) Defendants violated Labor Code § 226 et seq. by failing to issue accurate,
4 itemized wage statements to Plaintiff and other aggrieved employees;
- 5 h) Defendants violated Labor Code § 246(i) by failing to provide Plaintiff and
6 other aggrieved employees with written notice setting forth accrued leave
7 balances;
- 8 i) Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and
9 other aggrieved employees for all necessary expenditures incurred; and
- 10 j) Defendants violated Labor Code § 1174 by failing to maintain accurate
11 records on behalf of Plaintiff and other aggrieved employees.

12 74. On December 15, 2025, Plaintiff notified Defendants via certified mail, and the
13 California Labor and Workforce Development Agency (“LWDA”) via e-mail, of Defendants’
14 violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties
15 under California Labor Code § 2698 et seq. with respect to violations of the California Labor
16 Code identified in Paragraph 73 (a)-(j). Attached hereto as **Exhibit 1** is a true and correct copy of
17 the December 15, 2025 correspondence. Now that sixty-five days have passed from Plaintiff
18 notifying Defendants of these violations, Plaintiff has exhausted his administrative requirements
19 for bringing a claim under the Labor Code Private Attorneys General Act with respect to these
20 violations.

21 75. Plaintiff was compelled to retain the services of counsel to file this court action to
22 protect his interests and the interests of other aggrieved employees, and to assess and collect the
23 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which
24 he is entitled to recover under California Labor Code § 2699(g).

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PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
 2. For an order appointing Plaintiff as representative of the Classes;
 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
 4. Upon the First Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 558, 1194, 1197, 1197.1 and 1198;
 5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198.
 6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code § 246;
 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
 8. Upon the Fifth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
 9. Upon the Sixth Cause of Action, for waiting time penalties pursuant to Labor § 203;
 10. Upon the Seventh Cause of Action, for statutory wage statement penalties pursuant to Labor Code § 226 *et seq.*;
 11. Upon the Eighth Cause of Action, for statutory penalties according to proof pursuant to Labor Code § 246;
 12. Upon the Ninth Cause of Action, for compensatory and special damages according to proof pursuant to Labor Code § 2802;
 13. Upon the Tenth Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
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practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

14. Upon the Eleventh Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (3) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (4) no less than \$5,000.00 and up to \$25,000.00 for each violation pursuant to Labor Code § 226.8(b) and (c); and/or (5) no less than \$25.00 and up to \$200.00 for each aggrieved employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations cited in Paragraph 73 (a)-(j) above.

15. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

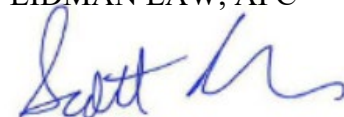
16. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 218.5 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and

17. For such other and further relief the Court may deem just and proper.

Dated: February 19, 2026

Respectfully submitted,
LIDMAN LAW, APC

By:



Scott M. Lidman
Milan Moore
Tiara Gose-Hardy

Attorneys for Plaintiff
MICHAEL DOUGLAS WOOD

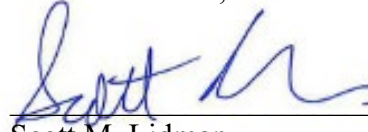
DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: February 19, 2026

Respectfully submitted,
LIDMAN LAW, APC

By:



Scott M. Lidman
Milan Moore
Tiara Gose-Hardy

Attorneys for Plaintiff
MICHAEL DOUGLAS WOOD

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

December 15, 2025

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**VIA U.S. CERTIFIED MAIL – RETURN RECEIPT
REQUESTED**

Gooch and Housego (California) LLC, a Delaware limited
liability company
c/o Robert Benavides, Registered Agent
5390 Kazuko Court
Moorpark, CA 93021-2123

Re: *Michael Douglas Wood v. Gooch and Housego (California) LLC, a Delaware limited
liability company*

To Whom It May Concern:

Please be advised that this law firm represents Michael Douglas Wood in claims arising from his employment with Gooch and Housego (California) LLC, a Delaware limited liability company (“Defendant”). Mr. Wood is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly-paid employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement and/or other date approved by the Court.

Mr. Wood, a former non-exempt employee, was employed by Defendant from approximately July 1, 2024 through approximately June 18, 2025. During his employment with Defendant, Mr. Wood held the job title of TNC Machine Operator – Night Shift Lead and his job duties included, without limitation, working on the production line and communicating with engineers and managers regarding the manufacture of products.

During his employment with Defendant, Mr. Wood was generally scheduled to work Monday through Friday from 2:00 p.m. to 10:30 p.m. Defendant required Mr. Wood to clock in and out each day by swiping his employee identification card through a timeclock.

During Mr. Wood's employment with Defendant, he and other hourly, non-exempt employees were not paid for all time worked. Specifically, in his position as the lead for night shift, Mr. Wood was responsible for conducting a "walk around" each night at closing, which includes a safety check, locking several gates, and setting the alarm. This all took place after Mr. Wood clocked out for the end of his shift. Additionally, Mr. Wood and other hourly, non-exempt employees regularly received calls from Defendant outside of their working hours to discuss the happenings of their last shift and hours worked. These practices by Defendant resulted in Defendant not paying Mr. Wood and other hourly, non-exempt employees for all wages owed for the work they performed, including failing to pay them all required minimum and overtime wages.

Mr. Wood and other hourly, non-exempt employees often worked in excess of eight hours per workday but did not receive proper overtime compensation equal to one and one-half times their regular rate of pay for all overtime hours worked. Specifically, Mr. Wood received a shift differential for working night shifts and received bonuses and/or other forms of pay not excludable as a matter of law when calculating an employee's regular rate (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay"). Despite Defendant's payment of Incentive Pay to Mr. Wood, Defendant failed to include all forms of Incentive Pay when calculating Mr. Wood's regular rate of pay, thereby causing Mr. Wood to be underpaid all of his required overtime wages and sick leave wages. Rather, Mr. Wood was paid an amount less than one and one-half times (or two times in the case of double-time hours) his regular rate of pay, as Defendant failed to include the various forms of Incentive Pay earned during corresponding time periods that were required to be included in the regular rate of pay. As a result, Defendant's policies and/or practices that fail to compensate for all hours worked at the correct overtime rate, double overtime rate, and/or sick leave rate, Mr. Wood and other hourly, non-exempt employees were deprived all required overtime wages earned and sick leave wages accrued.

Throughout his employment with Defendant, Mr. Wood and other hourly, non-exempt employees were not provided all legally required meal periods due to Defendant's meal period policies and practices, which fail to provide uninterrupted, 30-minute duty free first meal periods before the end of the fifth hour of work, in violation of California law. Mr. Wood's and other non-exempt employees' meal periods often took place after the fifth hour of work due to being required to wait until the machines stopped before taking a meal period. Mr. Wood often had to monitor the machines even during meal periods, and his meal periods were often interrupted by work-related telephone calls. As a result of the work demands imposed by Defendant, Defendant often provided meal periods that were either late, short, interrupted, or failed to provide a required meal period altogether.

Although Mr. Wood and other hourly, non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Mr. Wood and other hourly, non-exempt employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Throughout Mr. Wood's employment with Defendant, Mr. Wood and other hourly, non-exempt employees were not authorized and permitted to take legally required rest periods due to Defendant's unlawful rest period policies and practices. To maximize productivity, Defendant's machines were always running and as a result, they were not left unattended. This resulted in Mr. Wood not receiving all rest periods. Defendant's rest period policies and practices fail to authorize and permit 10-minute rest periods for every four hours worked, *or major fraction thereof*.

On those occasions when Mr. Wood and other hourly, non-exempt employees were not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendant failed to compensate Mr. Wood and the other hourly, non-exempt employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

Defendant also failed to reimburse Mr. Wood and other hourly, non-exempt employees for necessary business expenses incurred during the relevant time period. Specifically, Defendant required Mr. Wood to use his personal cellular phone for business purposes, such as requesting time off through the payroll application and communicating with co-workers and superiors about work-related items. Accordingly, despite Mr. Wood and the other non-exempt employees being required to use their personal cellular phones, Defendant did not reimburse them for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law.

As a result of Defendant's failure to pay minimum and overtime and sick leave wages, as well as meal and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Wood. Defendant also failed to provide Mr. Wood and other hourly, non-exempt employees with written notice setting forth the amount of paid leave available.

As a further result of Defendant's failure to pay all minimum, overtime and/or sick leave wages, and failure to pay all meal and rest period premium wages, Defendant failed to pay all wages owed to Mr. Wood and other formerly employed non-exempt employees at the separation of their employment.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 1 ("Wage Order 1"):

Minimum Wage Violations

Defendant was required to pay Mr. Wood and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197, 1197.1; The Wage Order 1, § 4. Mr. Wood and other aggrieved employees were not paid for all hours worked due to Defendant's unlawful practices and procedures. As alleged above, Defendant's unlawful policies and procedures required Mr. Wood and other Aggrieved Employees to perform work duties outside of their work hours. These practices by Defendant resulted in Defendant not paying Mr. Wood and other aggrieved employees for all wages owed for the work they performed, including failing to pay them all required minimum wages.

Overtime Violations

Defendant was required to pay Mr. Wood and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 1, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee." As alleged above, Defendant failed to pay Mr. Wood

for all hours worked. As a result of Defendant's policies and/or practices that fail to compensate for all hours worked and at the proper rate, Mr. Wood and other aggrieved employees were deprived all required overtime wages earned.

Sick Leave Wage Violations

Defendant was required to calculate paid sick leave for non-exempt employees in the same manner as the regular rate of pay for the workweek in which the employee used paid sick time. *See* Labor Code § 246(l). Defendant failed to pay Mr. Wood and other aggrieved employees sick leave wages at the regular rate of pay. As alleged above, Defendant failed to pay Mr. Wood all sick leave wages owed. As a result of Defendant's policies and/or practices that fail to sick leave pay at the regular rate of pay, Mr. Wood and other aggrieved employees were deprived of all required sick leave wages earned.

Meal Period Violations

As alleged above, Defendant failed to provide Mr. Wood and other Aggrieved Employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. Specifically, Mr. Wood and other Aggrieved Employees were often unable to take a duty-free 30-minute meal period before the end of the fifth hour of work. As a result, Mr. Wood and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."). Although Mr. Wood and other Aggrieved Employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Mr. Wood and other Aggrieved Employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant also failed to authorize and permit Mr. Wood and other Aggrieved Employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 12. As alleged above, Defendant's rest period policies/practices fail to authorize and permit all 10-minute rest periods for every four hours worked, or *major fraction thereof*. As a result, Mr. Wood and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendant failed to timely pay Mr. Wood and other aggrieved employees all of their final wages at the time of separation, which included, among other things, underpaid minimum, overtime, and sick leave wages, as well as meal and rest period premium wages.

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Wood and other aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum, overtime, and sick leave wages earned, as well as meal and rest period premiums, all in violation of Labor Code § 226 *et seq.* Defendant's failure to furnish Mr. Wood and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum, overtime, and sick leave wages earned, and meal and rest period premium wages, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

Accrued Leave Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Wood and other aggrieved employees with written statements showing the amount of paid leave available, all in violation of Labor Code § 246(i). Defendant's failure to furnish Mr. Wood and other aggrieved employees with accrual balances resulted in actual injury, as said failures led to, among other things, the non-payment of wages earned, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

Failure to Reimburse Necessary Expenditures

As described above, Defendant required Mr. Wood and other Aggrieved Employees to use their personal cellular phone to discharge their duties. Accordingly, despite the Aggrieved Employees being required to use their personal cellular phone, Defendant did not reimburse Mr. Wood or other Aggrieved employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law. Defendant's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 1, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.") Mr. Wood and other Aggrieved Employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

As an "aggrieved employee," Mr. Wood will initiate a civil action on behalf of himself and other Aggrieved Employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Wood's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- a) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Mr. Wood and other aggrieved employees the statutory minimum wage for all hours worked;
- b) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Wood and other aggrieved employees all overtime compensation earned;
- c) Defendant violated Labor Code § 246(l) by failing to pay Mr. Wood and other aggrieved employees all sick leave wages owed;
- d) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Mr. Wood and other aggrieved employees;
- e) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Mr. Wood and other aggrieved employees;
- f) Defendant violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Mr. Wood and other aggrieved employees; and
- g) Defendant violated Labor Code § 226 *et seq.* by failing to issue accurate, itemized wage statements to Mr. Wood and other aggrieved employees;
- h) Defendant violated Labor Code § 246(i) by failing to provide Mr. Wood and other aggrieved employees with written notice setting forth accrued leave balances;
- i) Defendant violated Labor Code § 2802 by failing to reimburse Mr. Wood and other aggrieved employees for all necessary expenditures incurred;
- j) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Wood and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,

LIDMAN LAW, APC



Scott M. Lidman