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County of Placer

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LEOPOLDO CASTRO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

**FOR THE COUNTY OF PLACER
(UNLIMITED JURISDICTION)**

LEOPOLDO CASTRO, as an “aggrieved
employee” on behalf of himself and other
similarly situated “aggrieved employees”
under the Labor Code Private Attorneys
General Act of 2004,

Plaintiff,

vs.

JLS ENVIRONMENTAL SERVICES,
INC.; and DOES 1 to 25, inclusive,

Defendants.

Case No. **S-CV-0057388**

**COMPLAINT FOR VIOLATIONS
OF THE LABOR CODE AND CIVIL
PENALTIES UNDER THE LABOR
CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004, LABOR
CODE §§ 2698, ET SEQ.**

1 Plaintiff, LEOPOLDO CASTRO (hereafter “Plaintiff”), on behalf of himself, the State of
2 California, and the other Aggrieved Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action under the Labor Code Private Attorneys
5 General Act of 2004, § 2698, *et seq.* (“PAGA”) based on alleged violations of the California
6 Labor Code and Industrial Welfare Commission Order No. 4-2001/16-2001 (hereafter “the Wage
7 Orders”), against Defendants JLS ENVIRONMENTAL SERVICES, INC., and DOES 1 to 25,
8 inclusive (collectively “JLS” or “Defendants”).

9 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to
10 him, the State of California, and the Aggrieved Employees (defined below), for civil penalties
11 and other related relief. These claims are based on Defendants’ failures to: 1) pay all wages,
12 including minimum, regular, overtime, and doubletime wages earned for all hours worked at the
13 correct rates of pay; 2) provide meal periods or pay correctly-calculated premium wages in lieu
14 thereof; 3) authorize and permit rest periods or pay correctly-calculated premium wages in lieu
15 thereof; 4) indemnify for business expenses; 5) issue only accurate and complete itemized wage
16 statements; 6) timely pay wages during employment; 7) timely pay wages upon separation from
17 employment; and 8) maintain accurate employment records. Accordingly, Plaintiff now seeks to
18 recover civil penalties and related relief through this representative action.

19 **JURISDICTION AND VENUE**

20 3. Jurisdiction and Venue are proper in this Court and this action is properly filed in
21 the County of Placer in this judicial district because Defendants JLS ENVIRONMENTAL
22 SERVICES, INC., and DOES 1 to 25, inclusive do business in Placer and because Defendants’
23 obligations and liabilities arise therein, and because the work that was performed by Plaintiff and
24 the Aggrieved Employees in Placer is the subject of this action.

25 **THE PARTIES**

26 4. Plaintiff LEOPOLDO CASTRO is resident of California.

27 5. Defendant JLS ENVIRONMENTAL SERVICES, INC. is and was a California
28 corporation, with its principal place of business at 3460 Swetzer Road, Loomis California 95650

1 , and which employed Plaintiff. As such, it is a citizen of California based on Plaintiff's
2 information and belief.

3 6. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
4 participation in the conduct alleged herein of the Defendants sued as DOES 1-25, inclusive, but
5 is informed and believes and thereon alleges that said Defendants are legally responsible for the
6 wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names.
7 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE Defendants
8 when ascertained.

9 7. The "Aggrieved Employees" are all individuals the Defendants have employed in
10 California as hourly, non-exempt employees, during the period beginning one year before the
11 Plaintiff's notice of December 6, 2025 to the California Labor and Workforce Development
12 Agency ("LWDA") and ending on the date judgment is entered (the "PAGA Period").

13 8. Plaintiff is informed and believes and thereon alleges that, at all relevant times
14 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
15 remaining defendants, and in doing the things hereinafter alleged, were acting within the course
16 and scope of such agency or employment, and with the approval and ratification of each of the
17 other Defendants.

18 9. At all relevant times, in perpetrating the acts and omissions alleged herein,
19 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a lack
20 of a practice which resulted in Defendants not paying Plaintiff and the other Aggrieved
21 Employees in accordance with applicable California labor laws as alleged herein.

22 10. Plaintiff is informed and believes and thereon alleges that each and every one of
23 the acts and omissions alleged herein were performed by, and/or attributable to, all Defendants,
24 each acting as agents and/or employees, and/or under the direction and control of each of the other
25 defendants, and that said acts and failures to act were within the course and scope of said agency,
26 employment, and/or direction and control.

27 **FACTUAL ALLEGATIONS**

28 11. Wage Order 4-2001 applies to "all persons employed in professional, technical,

1 clerical, mechanical, and similar occupations whether paid on a time, piece rate, commission, or
2 other basis[.]” § 1. Wage Order 16-2001 applies to “all job classifications associated with
3 construction, including but not limited to work involving alteration, demolition, building,
4 excavation, renovation, remodeling, maintenance, improvement, and repair work, by the
5 California Business and Professions Code, Division 3, Chapter 9, Sections 7025 et seq., and any
6 other similar or related occupations or trades. (§ 2(C)). At all relevant times during the applicable
7 limitations period, JLS, Plaintiff, and the Aggrieved Employees were covered by the Wage
8 Orders because Plaintiff and all of the Aggrieved Employees worked for JLS as laborers and in
9 similar occupations. Accordingly, Plaintiff and the Aggrieved Employees are entitled to the
10 protections provided under the Wage Orders.

11 12. JLS first began to employ Plaintiff in or around October of 2021 as a laborer.
12 Plaintiff generally worked Monday through Friday (and Saturdays as required) from
13 approximately 7:00 a.m. to 3:30 p.m. Plaintiff’s employment ended on or around September 30,
14 2025.

15 13. At all relevant times, JLS issued wages to Plaintiff and all of the other Aggrieved
16 Employees on a weekly basis and paid them by the hour. Plaintiff’s latest rate of pay was \$30.00
17 per hour. At all relevant times, JLS classified Plaintiff and all of the other Aggrieved Employees
18 as non-exempt employees entitled to the protections of the Labor Code and the Wage Orders.

19 14. JLS failed to pay Plaintiff and the other Aggrieved Employees for all time worked
20 or subject to its control. This is so because the company had a policy of rounding down the number
21 of hours worked, resulting in “time shaving” and further resulting in Plaintiff and the Aggrieved
22 Employees not being paid for all hours worked, including the minimum wage. Moreover, during
23 his employment, Plaintiff performed work both before clocking in and after clocking out. Before
24 his shifts, he completed tasks such as picking up and disposing of trash and going to Home Depot
25 to obtain supplies. After his shifts, he was required to close all doors and lock up. JLS did not
26 compensate Plaintiff for this off-the-clock work. In addition, to the extent Plaintiff and the other
27 Aggrieved Employees worked through their meal periods and those meal periods were
28 interrupted, they were not compensated for that time, which would be akin to a minimum wage

1 violation. Finally, JLS required Plaintiff and the other employees to use their own personal tools
2 and did not pay Plaintiff and others twice the minimum wage rate in violation of the Wage Orders.

3 15. JLS failed to pay Plaintiff and the Aggrieved Employees properly-calculated
4 overtime wages even though they worked more than 8 hours per day and/or 40 hours per week
5 throughout their employment. Plaintiff's and the Aggrieved Employees' actual work hours
6 (including the "off the clock" hours mentioned above) entitled them to overtime compensation.
7 However, JLS did not compensate Plaintiff and the Aggrieved Employees with the correct amount
8 of overtime. It was not company policy to keep accurate track of all hours worked and to pay
9 employees the accurate amount of overtime, especially since the "off the clock" work was not
10 factored into the equation. Furthermore, any incentive payments and/or bonus payments were not
11 factored into employees' regular rate of pay for purposes of deciphering the correct overtime rate
12 of pay. In addition, any bonus and/or incentive payments were not factored into the correct sick
13 pay wages and meal and rest break premium pay per *Ferra v. Loews Hollywood Hotel, LLC*
14 (2021) 11 Cal. 5th 858, 863.

15 16. JLS failed to provide all compliant meal periods and authorize and permit all
16 compliant rest periods to which Plaintiff and the other Aggrieved Employees were entitled.
17 Plaintiff and the other Aggrieved Employees were entitled to take off-duty, uninterrupted 30-
18 minute meal periods before the fifth and tenth hours of work and to take uninterrupted 10-minute
19 rest periods for every four hours or major fraction thereof worked. Due to the workload, Plaintiff
20 would not always be able to take timely, uninterrupted meal periods before the 5th hour worked.
21 For instance, although he began work at 7:00 a.m., Plaintiff at times was not able to take his meal
22 break until 12:15 or 12:30 p.m. Similarly, Plaintiff and the other Aggrieved Employees were not
23 able to take compliant 10-minute rest breaks. In fact, JLS instructed Plaintiff and the other
24 Aggrieved Employees to combine their rest breaks with their meal period and take a one hour
25 meal period. When Plaintiff and the other Aggrieved Employees tried to take their meal periods,
26 JLS foremen/supervisors, including Daniel Leshner, would interrupt them with questions about
27 work related matters or their meal periods were cut short due to their workload. As such, the
28 culture as well as the policies and procedures of JLS did not lend itself to the employees receiving

1 consistent statutory rest breaks wherein they were relieved of all work duties. The environment
2 at JLS was not conducive to receiving multiple statutory rest breaks under California law and
3 timely, statutory rest breaks were not authorized or enforced. On information and belief, JLS did
4 not provide premium wages for these meal and rest break violations; if JLS did provide premium
5 wages, they were not paid at the correct rate, as explained above.

6 17. JLS failed to reimburse Plaintiff and the other Aggrieved Employees for business
7 expenses they incurred in direct consequence of the discharge of their duties. JLS required
8 Plaintiff and the other Aggrieved Employees to use their own personal tools – including drills,
9 saws, axes, hammers, scissors, among others. JLS also required Plaintiff and the other Aggrieved
10 Employee to purchase uniform items such as steel-toe boots, as well as their own PPE, including
11 protective glasses, work gloves, and helmets. JLS did not reimburse Plaintiff or the other
12 Aggrieved Employees for any of these tool, uniform, or PPE expenses. Accordingly, JLS was in
13 violation of California Labor Code sections 2800 and 2802.

14 18. JLS failed to pay its employees all wages due to them within any time period
15 specified by California Labor Code section 204, including the minimum wages and overtime as
16 described above as well as meal/rest break premiums.

17 19. JLS did not provide Plaintiff and the other Aggrieved Employees accurate,
18 itemized wage statements in violation of Labor Code 226. Wage statements must include all hours
19 worked, overtime hours worked, all applicable hourly rates, the name and address of the legal
20 entity that is the employer, gross wages earned, all deductions, net wages earned, reimbursement
21 for business expenses, the correct start and end of the applicable pay period, the employee ID
22 numbers or social security numbers, among other items. Labor Code § 226(a)(2). JLS's failure to
23 maintain accurate records as to the hours worked daily by employees also constitutes a violation
24 of Labor Code section 1174(d).

25 20. Finally, because JLS did not properly pay all wages earned as explained herein,
26 JLS also failed to pay final wages owed to the Aggrieved Employees in violation of Labor Code
27 section 203. These earned but unpaid wages include minimum wages and compensation for all
28 hours worked, overtime compensation, premium pay for missed meal and rest breaks, and

1 business expense reimbursement, among others.

2 21. In addition, JLS failed to provide Plaintiff and all of the other Aggrieved
3 Employees with an adequate number of suitable seats, toilet facilities, potable water, soap, or
4 other suitable cleaning agent and single use towels for handwashing.

5 22. JLS has also violated Labor Code section 558 and engaged in business practices
6 which violate Business and Professions Code Section 17200.

7 23. Accordingly, Plaintiff now seeks civil penalties on behalf of himself and the
8 Aggrieved Employees based on Defendants' alleged violations of the California Labor Code and
9 the Wage Orders.

10 **FIRST (AND ONLY) CAUSE OF ACTION**

11 **CIVIL PENALTIES**

12 **(Lab. Code §§ 2698, *et seq.*)**

13 **(By Plaintiff, on behalf of himself and the other Aggrieved Employees, against all
14 Defendants)**

15 24. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

16 25. At all relevant times, Plaintiff and the Aggrieved Employees have been non-
17 exempt employees entitled to the protections of both the Labor Code and the Wage Orders.

18 **A. FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED AT
19 THE CORRECT RATES OF PAY**

20 26. Section 2(K) and 2(J) Wage Order 4-2001/16-2001, define "hours worked" as "the
21 time during which an employee is subject to the control of an employer, and includes all the time
22 the employee is suffered or permitted to work, whether or not required to do so."

23 27. Section 3 of the Wage Orders state:

24 The following overtime provisions are applicable to employees 18 years of age or
25 over and to employees 16 or 17 years of age who are not required by law to attend
26 school and are not otherwise prohibited by law from engaging in the subject work.
27 Such employees shall not be employed more than eight (8) hours in any workday
28 or more than 40 in a workweek unless the employee receives one and one half
(1½) times such employee's regular rate of pay for all hours worked over 40 hours
in the workweek. Eight (8) hours of labor constitutes a day's work. Employment
beyond eight (8) hours in any workday or more than six (6) days in any workweek
is permissible provided the employee is compensated for such overtime at not less
than:

- 1 (a) One and one-half (1½) times the employee's regular rate of pay for all
2 hours worked in excess of eight (8) hours up to and including twelve (12)
3 hours in any workday, and for the first eight (8) hours worked on the
4 seventh (7th) consecutive day of work in a workweek;
- 5 (b) Double the employee's regular rate of pay for all hours worked in excess
6 of 12 hours in any workday and for all hours worked in excess of eight (8)
7 hours on the seventh (7th) consecutive day of work in a workweek.
- 8 (c) The overtime rate of compensation required to be paid to a nonexempt
9 full-time salaried employee shall be computed by using the employee's
10 regular hourly salary as one fortieth (1/40) of the employee's weekly
11 salary.

12 28. Section 4 of the Wage Orders require an employer to pay non-exempt employees
13 at least the minimum wage set forth therein for all hours worked, which consists of all hours that
14 an employer has actual or constructive knowledge that employees are working.

15 29. Labor Code section 510 states:

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

27 30. Labor Code section 1194 invalidates any agreement between an employer and an
28 employee to work for less than the minimum wage required under the applicable Wage Order.

31 31. Labor Code section 1197 makes it unlawful for an employer to pay an employee
32 less than the minimum wage required under the applicable Wage Order for all hours worked
33 during a payroll period.

34 32. Labor Code section 1198 makes it unlawful for an employer to employ an
35 employee under conditions that violate the Wage Orders.

36 33. In conjunction, these provisions of the Labor Code require employers to pay non-
37 exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours
38 worked, including unrecorded hours when the employer knew or reasonably should have known

1 that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22
2 Cal.4th 575, 585.)

3 34. At all relevant times during the applicable limitations period, Defendants failed to
4 compensate Plaintiff and the Aggrieved Employees for all hours worked, including, but not
5 limited to overtime wages for all overtime hours they worked at the correct rates of pay.

6 35. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
7 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
8 failure to compensate Plaintiff and the other Aggrieved Employees for all hours worked as
9 required by California law.

10 **B. FAILURE TO PROVIDE MEAL PERIODS**

11 36. In relevant part, California Labor Code § 1198 states:

12 The maximum hours of work and the standard conditions of labor fixed by the
13 commission shall be the maximum hours of work and the standard conditions of
14 labor for employees. The employment of any employee for longer hours than those
15 fixed by the order or under conditions of labor prohibited by the order is unlawful.

16 37. In relevant part, In relevant part, California Labor Code § 512 states:

17 An employer shall not employ an employee for a work period of
18 more than five hours per day without providing the employee with
19 a meal period of not less than 30 minutes, except that if the total
20 work period per day of the employee is no more than six hours, the
21 meal period may be waived by mutual consent of both the
22 employer and employee.

23 An employer shall not employ an employee for a work period of
24 more than 10 hours per day without providing the employee with
25 a second meal period of not less than 30 minutes, except that if the
26 total hours worked is no more than 12 hours, the second meal
27 period may be waived by mutual consent of the employer and the
28 employee only if the first meal period was not waived.

38. In relevant part, Section 11 of Wage Order 4-2001/ Section 10 of Wage Order 16-
2001 states:

Meal Periods:

- (A) No employer shall employ any person for a work period of
more than five (5) hours without a meal period of not less than
30 minutes, except that when a work period of not more than
six (6) hours will complete the day's work the meal period may

1 be waived by mutual consent of the employer and employee.
2 Unless the employee is relieved of all duty during a 30 minute
3 meal period, the meal period shall be considered an "on duty"
4 meal period and counted as time worked. An "on duty" meal
5 period shall be permitted only when the nature of the work
6 prevents an employee from being relieved of all duty and when
7 by written agreement between the parties an on-the-job paid
8 meal period is agreed to. The written agreement shall state that
9 the employee may, in writing, revoke the agreement at any
10 time.

11 (B) If an employer fails to provide an employee a meal period in
12 accordance with the applicable provisions of this Order, the
13 employer shall pay the employee one (1) hour of pay at the
14 employee's regular rate of compensation for each work day that
15 the meal period is not provided.

16 39. In relevant part, California Labor Code § 226.7 states:

17 (b) An employer shall not require an employee to work during
18 a meal or rest period mandated pursuant to an applicable
19 statute, or applicable regulation, standard, or order of the
20 Industrial Welfare Commission, the Occupational Safety
21 and Health Standards Board, or the Division of
22 Occupational Safety and Health.

23 (c) If an employer fails to provide an employee a meal period
24 or rest period in accordance with a state law, including, but
25 not limited to, an applicable statute or applicable
26 regulation, standard, or order of the Industrial Welfare
27 Commission, the Occupational Safety and Health
28 Standards Board, or the Division of Occupational Safety
and Health, the employer shall pay the employee one
additional hour of pay at the employee's regular rate of
compensation for each work day that the meal or rest
period is not provided.

40. Pursuant to California Labor Code § 512 and the Wage Orders, Plaintiff and the
Aggrieved Employees were entitled to uninterrupted meal periods of at least 30 minutes for each
day they worked five or more hours. Pursuant to California Labor Code § 512, they were also
entitled to a second 30-minute meal period when they worked more than 10 hours in a workday.

41. Defendants intentionally failed to provide Plaintiff and the Aggrieved Employees
with all required timely 30-minute meal periods free from any work duties in accordance with the
Wage Orders.

1 42. At all relevant times, Defendants failed to provide Plaintiff and the Aggrieved
2 Employees with all timely and uninterrupted meal periods. Furthermore, Defendants failed to pay
3 premium wages for days on which they failed to provide Plaintiff and the other Aggrieved
4 Employees with timely meal periods.

5 43. Plaintiff is informed and believes and thereon alleges that, at all relevant times
6 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
7 which resulted in Defendants not providing the and the Aggrieved Employees with all off-duty
8 meal periods required by California law.

9 **C. FAILURE TO AUTHORIZE AND PERMIT REST BREAKS**

10 44. In relevant part, California Labor Code § 1198 states:

11 The maximum hours of work and the standard conditions of labor
12 fixed by the commission shall be the maximum hours of work and
13 the standard conditions of labor for employees. The employment
14 of any employee for longer hours than those fixed by the order or
15 under conditions of labor prohibited by the order is unlawful.

16 45. In relevant part, Section 12 of Wage Order 4-2001/Section 11 of Wage Order 16-
17 2001 state:

18 Rest Periods:

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

28 (B) If an employer fails to provide an employee a rest period in
accordance with the applicable provisions of this order, the
employer shall pay the employee one (1) hour of pay at the
employee's regular rate of compensation for each workday
that the rest period is not provided.

 46. In relevant part, California Labor Code § 226.7 states:

 (b) An employer shall not require an employee to work during
a meal or rest period mandated pursuant to an applicable
statute, or applicable regulation, standard, or order of the

1 Industrial Welfare Commission, the Occupational Safety
2 and Health Standards Board, or the Division of
Occupational Safety and Health.

- 3 (c) If an employer fails to provide an employee a meal period
4 or rest period in accordance with a state law, including, but
5 not limited to, an applicable statute or applicable
6 regulation, standard, or order of the Industrial Welfare
7 Commission, the Occupational Safety and Health
8 Standards Board, or the Division of Occupational Safety
9 and Health, the employer shall pay the employee one
additional hour of pay at the employee's regular rate of
compensation for each work day that the meal or rest
period is not provided.

10 47. Pursuant to the Wage Orders, Plaintiff and the Aggrieved Employees were entitled
11 to be authorized and permitted to take net rest breaks of at least ten minutes for each four-hour
12 period of work, or major fraction thereof.

13 48. Defendants intentionally failed to authorize and permit Plaintiff and the Aggrieved
14 Employees to take all 10-minute rest periods free from any work duties in accordance with the
Wage Orders.

15 49. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
16 Aggrieved Employees to take all timely rest periods. Furthermore, Defendants failed to pay
17 premium wages to Plaintiff and the Aggrieved Employees for days on which they failed to
18 authorize and permit Plaintiff and the other Aggrieved Employees to take timely rest periods.

19 50. At all relevant times, due to high workload, Defendants failed to authorize and
20 permit Plaintiff and the Aggrieved Employees to take ten-minute, paid, duty-free rest breaks every
21 four hours worked or major fraction thereof. Defendants did not seek an exemption from the rest
22 period protections of the Wage Orders from the California Division of Labor Standards
23 Enforcement. Moreover, Defendants failed to pay Plaintiff and the Aggrieved Employees
24 premium wages on workdays they failed to authorize and permit them to take 10-minute rest
periods every four hours worked or major fraction thereof.

25 51. Plaintiff is informed and believes and thereon alleges that, at all relevant times
26 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
27 which resulted in Defendants not authorizing and permitting Plaintiff and the Aggrieved
28 Employees to take all rest breaks required by California law.

1 **D. FAILURE TO INDEMNIFY**

2 52. In pertinent part, California Labor Code section 2802(a) states, “An employer shall
3 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct
4 consequence of the discharge of his or her duties.”

5 53. Labor Code section 1198 prohibits employers from employing their employees
6 under conditions prohibited by the Wage Orders.

7 54. At all relevant times during the applicable limitations period, as a condition for
8 employment, Defendants required Plaintiff and the Aggrieved Employees to incur certain
9 business expenses. These costs include, but are not limited to use of their own personal tools,
10 uniform items such as steel-toe boots, as well as their own PPE, including protective glasses, work
11 gloves, and helmets. However, JLS did not reimburse Plaintiff and the others for these business
12 expenses.

13 55. Therefore, Defendants failed to indemnify Plaintiff and the Aggrieved Employees
14 for expenditures incurred as a direct consequence of discharging their duties in violation of
15 California Labor Code sections 2800 and 2802.

16 56. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
17 Defendants maintained a policy and/practice, or lack thereof, which resulted in Defendants’
18 failure to indemnify Plaintiff and the Aggrieved Employees for the reasonable expenses they
19 incurred during the course of performing their duties.

20 **E. FAILURE TO PROVIDE ACCURATE AND COMPLETE WRITTEN WAGE**
21 **STATEMENTS**

22 57. Pursuant to California Labor Code § 226(a), Plaintiff and the Aggrieved
23 Employees were entitled to receive, bi-weekly or at the time of each payment of wages, an
24 accurate itemized statement showing: a) gross wages earned; b) net wages earned; c) all applicable
25 hourly rates in effect during the pay period; and d) the corresponding number of hours worked at
26 each hourly rate by the employee.

27 58. Pursuant to California Labor Code § 226, an employee is deemed to suffer injury
28 if the employer fails to provide a wage statement. Also, an employee is deemed to suffer injury if
the employer fails to provide accurate and complete information as required by California Labor
Code § 226(a) and the employee cannot “promptly and easily determine” from the wage statement
alone one or more of the following:

1 A. The amount of the gross wages or net wages paid to the employee during
2 the pay period or any of the other information required to be provided on the itemized wage
3 statement pursuant to California Labor Code § 226(a);

4 B. Which deductions the employer made from gross wages to determine the
5 net wages paid to the employee during the pay period;

6 C. The name and address of the employer and, if the employer is a farm labor
7 contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name
8 and address of the legal entity that secured the services of the employer during the pay period;

9 D. The name of the employee and only the last four digits of his or his social
10 security number or an employee identification number other than a social security number; and

11 E. The number of piece-rate units earned and the piece rate.

12 59. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
13 means a reasonable person would be able to readily ascertain the information without reference
14 to other documents or information.

15 60. As alleged herein, at all relevant times during the applicable limitations period,
16 Defendants violated California Labor Code section 226 because they did not properly and
17 accurately itemize each employee’s gross wages earned, net wages earned, the total hours worked,
18 the corresponding number of hours worked at each rate by the employee and other requirements
19 of California Labor Code section 226. Defendants failed to state in the wage statements they
20 issued to Plaintiff and the other Aggrieved Employees all their hours worked and wages earned,
21 including, but not limited to, regular and overtime wages for work they performed off-the-clock
22 (as described above).

23 61. Defendants’ failure to provide Plaintiff and the other Aggrieved Employees with
24 accurate wage statements was knowing and intentional. Defendants had the ability to provide
25 Plaintiff and the other Aggrieved Employees with accurate wage statements but intentionally
26 provided wage statements that Defendants knew were not accurate.

27 62. As a result of being provided with inaccurate wage statements by Defendants,
28 Plaintiff and the other Aggrieved Employees have suffered injury. Their legal rights to receive
accurate wage statements were violated and they were misled about the amount of wages they
had actually earned and were owed. In addition, the absence of accurate information on their wage
statements prevented immediate challenges to Defendants’ unlawful pay practices, has required

1 discovery and mathematical computations to determine the amounts of wages owed, has caused
2 difficulty and expense in attempting to reconstruct time and pay records and/or has led to the
3 submission of inaccurate information about wages to state and federal government agencies.
4 Further, Plaintiff and the other Aggrieved Employees were not able to ascertain from the wage
5 statements whether Defendants complied with their obligations under California Labor Code
6 section 226(a).

6 **F. UNTIMELY WAGES DURING EMPLOYMENT**

7 63. Labor Code § 204 states:

8 (a) All wages, other than those mentioned in Section 201,
9 201.3, 202, 204.1, or 204.2, earned by any person in any
10 employment are due and payable twice during each
11 calendar month, on days designated in advance by the
12 employer as the regular paydays. Labor performed
13 between the 1st and 15th days, inclusive, of any calendar
14 month shall be paid for between the 16th and the 26th day
of the month during which the labor was performed, and
labor performed between the 16th and the last day,
inclusive, of any calendar month, shall be paid for
between the 1st and 10th day of the following month. ...

15 (b) (1) Notwithstanding any other provision of this
16 section, all wages earned for labor in excess of the normal
17 work period shall be paid no later than the payday for the
next regular payroll period.

18 (2) An employer is in compliance with the
19 requirements of subdivision (a) of Section 226
20 relating to total hours worked by the employee, if
21 hours worked in excess of the normal work period
22 during the current pay period are itemized as
23 corrections on the paystub for the next regular pay
24 period. Any corrections set out in a subsequently
issued paystub shall state the inclusive dates of
the pay period for which the employer is
correcting its initial report of hours worked.

25 (c) However, when employees are covered by a collective
26 bargaining agreement that provides different pay
27 arrangements, those arrangements shall apply to the
covered employees.

28 (d) The requirements of this section shall be deemed satisfied

1 by the payment of wages for weekly, biweekly, or
2 semimonthly payroll if the wages are paid not more than
3 seven calendar days following the close of the payroll
period.

4 64. Defendants failed to compensate Plaintiff and the Aggrieved Employees for all
5 hours worked at the correct rates of pay, including overtime. Defendants failed to provide Plaintiff
6 and the Aggrieved Employees with all meal and rest periods in compliance with California laws.
7 Defendants also failed to provide Plaintiff and the Aggrieved Employees with all premium wages
8 on workdays they failed to provide them with one or more meal or rest periods in compliance
9 with California laws. As a result, Defendants failed to timely pay all earned minimum, overtime,
10 and premium wages due during employment within the time periods set by California Labor Code
11 section 204.

12 **G. UNTIMELY FINAL WAGES**

13 65. Labor Code § 201 provides that all earned and unpaid wages of an employee who
14 is discharged are due and payable immediately at the time of discharge.

15 66. Labor Code § 202 provides that all earned and unpaid wages of an employee who
16 quits after providing at least 72-hours notice before quitting are due and payable at the time of
17 quitting and that all earned and unpaid wages of an employee who quits without providing at least
18 72-hours notice before quitting are due and payable within 72 hours.

19 67. By failing to pay earned minimum and premium wages to Plaintiff and the
20 Aggrieved Employees, Defendants failed to timely pay them all earned and unpaid wages in
21 violation of Labor Code § 201 or § 202.

22 68. Plaintiff is informed and believes that Defendants' failures to timely pay Plaintiff
23 and the Aggrieved Employees all of their earned and unpaid wages (described above) have been
24 willful in that, at all relevant times, Defendants have deliberately maintained policies and
25 practices that violate the requirements of the Labor Code and the Wage Orders, even though at
26 all relevant times, they have had the ability to comply with those legal requirements.

27 **H. FAILURE TO MAINTAIN ACCURATE EMPLOYMENT RECORDS**

28 69. Labor Code § 1174 states:

Every person employing labor in this state shall:

...

(c) Keep a record showing the names and addresses of all employees employed and the ages of all minors.

(d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

70. Labor Code § 1174.5 states:

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

71. Wage Order 4-2001 Section 7 of / Wage Order 16-2001 section 6 state:

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

(1) Full name, home address, occupation and social security number.

(2) Birth date, if under 18 years, and designation as a minor.

(3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.

(4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the Employee.

(5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.

1 (6) When a piece rate or incentive plan is in operation, piece
2 rates or an explanation of the incentive plan formula shall
3 be provided to employees. An accurate production record
4 shall be maintained by the employer.

5 72. Labor Code § 1198 prohibits employers from employing their employees under
6 conditions prohibited by the Wage Orders.

7 73. On information and belief, Defendants have willfully failed to maintain the records
8 required by § 1174 and Wage Orders, including, but not limited to, the total premium wages
9 earned for missed meal and rest periods, and records pertaining to all unpaid hours worked by
10 Plaintiff and the Aggrieved Employees.

11 74. Accordingly, Plaintiff seeks an award of civil penalties against the Defendants on
12 behalf of himself and all of the other Aggrieved Employees as follows: (1) \$500 for each
13 aggrieved employee for each violation of Labor Code section 1174 (penalties set by Labor Code
14 section 1174.5); and (2) \$100 for each aggrieved employee for each initial violation of Labor
15 Code section 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per
16 pay period (penalties set by Labor Code section 2699(f)(2)).

17 **I. CIVIL PENALTIES SOUGHT**

18 75. During the applicable time period, Defendants violated California Labor Code
19 §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, and 2802 and
20 related Labor Code statutes.

21 76. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
22 behalf of themselves and other current or former employees, to bring a civil action to recover civil
23 penalties pursuant to the procedures specified in California Labor Code § 2699.3.

24 77. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Aggrieved
25 Employees are entitled to recover civil penalties for each of the Defendants' violations of
26 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 558.1, 1174, 1194, 1197,
27 1198, and 2802 during the applicable limitations period in the following amounts:

28 A. For violations of California Labor Code § 204, one hundred dollars

1 (\$100.00) for each aggrieved employee for each initial violation and two hundred dollars
2 (\$200.00) for each aggrieved employee for each subsequent, willful or intentional violation
3 (penalty amounts established by California Labor Code § 210).

4 B. For violations of California Labor Code § 226, two hundred fifty dollars
5 (\$250.00) per employee for initial violation and one thousand dollars (\$1,000.00) per employee
6 for each subsequent violation (penalty amounts established by California Labor Code § 226.3).

7 C. For violations of California Labor Code §§ 510 and 512, fifty dollars
8 (\$50.00) for each aggrieved employee for each initial violation for pay period for which the
9 employee was underpaid and one hundred dollars (\$100.00) for each underpaid employee for
10 each pay period for which the employee was underpaid (penalty amounts established by
11 California Labor Code § 558).

12 D. For violations of California Labor Code § 1174, five hundred dollars
13 (\$500.00) for each Aggrieved Employee for each initial violation (penalty amounts established
14 by Labor Code § 1174.5).

15 E. For violations of California Labor Code § 1197, one hundred dollars
16 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two hundred
17 fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation, per pay period
18 (regardless of whether the initial violations were intentionally committed) (penalty amounts
19 established by California Labor Code § 1197.1).

20 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,
21 1198, and 2802, one hundred dollars (\$100.00) for each aggrieved employee per pay period for
22 each initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay
23 period for each subsequent violation (penalty amounts established by California Labor Code
24 § 2699(f)(2)).

25 **J. NOTICE TO THE STATE OF CALIFORNIA AND DEFENDANTS**

26 78. Plaintiff has complied with the procedures for bringing suit specified in California
27 Labor Code § 2699.3. By letter dated December 6, 2025, Plaintiff gave written notice by certified
28 mail to the Labor and Workforce Development Agency (“LWDA”) and Defendants of the specific

1 provisions of the California Labor Code alleged to have been violated, including the facts and
2 theories to support the alleged violations. The LWDA has failed to take action in response within
3 65 days of Plaintiff's notice.

4 79. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
5 Employees are entitled to an award of civil penalties, reasonable attorneys' fees, and costs in
6 connection with their claims for civil penalties.

7 **PRAYER FOR RELIEF**

8 80. WHEREFORE, Plaintiff, on behalf of himself and the Aggrieved Employees,
9 prays for relief and judgment against Defendants as follows:

- 10 A. Civil penalties;
11 B. Costs of suit;
12 C. Reasonable attorneys' fees; and
13 D. Such other relief as the Court deems just and proper.

14 Respectfully submitted,

15 MM LAW, APC

16
17 Dated: March 8, 2026

18 By: Maralle Messrelian
19 Maralle Messrelian, Esq.
20 Attorney for Plaintiff,
21 LEOPOLDO CASTRO
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