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Attorneys for Plaintiff JAIMIE BREAUX
Individually and on behalf of all others similarly situated.

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

JAIMIE BREAUX, on behalf of the general public as private attorney general,

Plaintiff,

v.

SPECIALTY DISTRIBUTION GROUP, LLC; TOPBUILD HOME SERVICES, INC.; SERVICE PARTNERS SUPPLY, LLC; and DOES 1-50, inclusive,

Defendants.

CASE NO.:

PROPOSED PAGA REPRESENTATIVE ACTION COMPLAINT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT (Labor Code §§ 2698 et seq).

Plaintiff JAIMIE BREAUX ("Plaintiff"), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendants SPECIALTY DISTRIBUTION GROUP, LLC; TOPBUILD HOME SERVICES, INC.; SERVICE PARTNERS SUPPLY, LLC; and DOES 1-50, inclusive, (collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code sections 2698 *et seq*. PAGA permits "aggrieved employees" to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer's violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to Defendants': (a) failure to pay wages including overtime; (b) failure to provide meal periods for every work period exceeding more than five (5) or ten (10) hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a rest period; (d) failing to pay timely wages required by Labor Code § 203; (e) failing to provide accurate itemized wage statements; and (f) failing to reimburse expenses. As a result, Plaintiff seeks penalties under Labor Code 2698*, et seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court "original jurisdiction in all cases except those given by statute to other trial courts." The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendants because, upon information and belief,

each Defendant either has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California Courts consistent with traditional notions of fair play and substantial justice.

5. Venue as to each Defendant is proper in this judicial district pursuant to Code of Civil Procedure section 395. Defendants are doing business throughout California, including but not limited to Placer County, and each Defendant is within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and all other aggrieved employees within the State of California. Defendants employ numerous aggrieved employees in in the State of California.

6. On information and belief, Defendants have conducted business within the State of California during the purported liability period and continue to conduct business throughout the State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the similarly situated non-exempt aggrieved employees within California.

7. The California Superior Court also has jurisdiction in this matter because on information and belief there are no federal questions at issue, as the issues herein are based solely on California statutes and law, including the California Labor Code, the IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California Business and Professions Code.

8. On information and belief, during the statutory liability period and continuing to the present ("liability period"), Defendant consistently maintained and enforced against Defendant's Non-Exempt aggrieved Employees, among others, the following unlawful practices and policies, in violation of California state wage and hour laws: (a) failure to pay wages including overtime; (b) failure to provide meal periods for every work period exceeding more than five (5) or ten (10) hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a rest period; (d) failing to pay timely wages required by Labor Code § 203; (e) failing to provide accurate itemized wage

statements; and (f) failing to reimburse expenses.

9. Plaintiff on behalf of the general public as private attorney general and all other aggrieved employees bring this action pursuant to Labor Code 2698, et seq. for violations enumerated under 2699.5 as follows: sections 201-203, 510, 512, 558, 226, 226.3, 226.7, 432, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and seeking penalties, interest, attorneys' fees and costs.

III. PARTIES

A. Plaintiff

10. Plaintiff, JAIMIE BREAUX, was employed by Defendants in approximately October 1, 2011, as a Non-Exempt Employee with the titles of Truck Driver and Warehouse Driver and worked during the liability period for Defendants until Plaintiff's separation from Defendants' employ in approximately May 6, 2025. Plaintiff's duties included, but were not limited to loading the trucks, making deliveries to designated sites, picking up materials from job sites and bringing it back to the warehouse to unload, pulling orders, retrieving palettes, preparing palettes for customer pick up and drop off – including various businesses like farms, residential homes, and constructions sites.

11. As Defendant's employee, Plaintiff, and all other aggrieved employees were regularly required to and subsequently suffered:

a) perform work subject to the control of the employer without being compensated all wages including overtime and minimum wages, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Order ("IWC");

b) work without being permitted or authorized a minimum ten-minute rest period for every four hours or major fraction thereof worked and not compensated one (1) hour of pay at his regular rate of compensation for each workday that a rest period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders ("IWC");

c) work in excess of five and ten hours per day without being provided meal periods and not compensated one (1) hour of pay at the regular rate of compensation for each workday that

a meal period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders ("IWC");

1) failing to pay wages, including overtime and minimum wages;

2) failing to provide accurate itemized wage statements;

3) failing to timely pay Plaintiff and Aggrieved Employees; and

4) not reimbursed business expenses.

On information and belief, Defendants willfully failed to pay all earned wages in the form regular wages, minimum wages, overtime wages, reporting time wages, gratuity wages and meal and rest period premium wages to its Non-Exempt Employees and Aggrieved Employees; nor have Defendants returned to Plaintiff or Aggrieved Employees, upon or after separation from employment with Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698*, et seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

B. <u>Defendants</u>

12) Defendants SPECIALTY DISTRIBUTION GROUP, LLC; TOPBUILD HOME SERVICES, INC.; and SERVICE PARTNERS SUPPLY, LLC operate as insulation and building supplies distributors. Plaintiff estimates there are in excess of 100 Non-Exempt Employees who work or have worked for Defendants over the last year.

13) Other than identified herein, Plaintiff is unaware of the true names, capacities, relationships and extent of participation in the conduct alleged herein, of the defendants sued as DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint when their true names and capacities are ascertained.

14) Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other Aggrieved Employees, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that each defendant acted in all respects pertinent to

this action as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.

IV. GENERAL ALLEGATIONS

15) At all times set forth herein, Defendants employed Plaintiff and other persons in the capacity of non-exempt positions, however titled, throughout the state of California.

16) Plaintiff is informed and believes Aggrieved Employees have at all times pertinent hereto been Non-Exempt within the meaning of the California Labor Code and the implementing rules and regulations of the IWC California Wage Orders.

17) Defendants continue to employ Non-Exempt Employees, however titled, in California and implement a uniform set of policies and practices to all non-exempt employees, as they were all engaged in the job duties related to Defendants' insulation and building supplies distributor businesses.

18) Plaintiff is informed and believes, and thereon alleges, that Defendants are and were advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws.

19) Plaintiff is informed and believes that during the relevant time frame, all Aggrieved Employees are citizens of the state of California.

20) During the relevant time frame, Defendants compensated Plaintiff and Aggrieved Employees based upon an hourly rate.

21) Plaintiff and the Aggrieved Employees were regularly required to work shifts in excess of five hours without being provided a lawful meal period and over ten hours in a day without being provided a second lawful meal period as required by law.

22) Plaintiff and Aggrieved Employees missed meal breaks often. Meal breaks were often interrupted and lasted for less than the 30 minutes required by law. Defendants failed to pay premium wages for missed, short or late meal breaks.

23) Indeed, during the relevant time, as a consequence of Defendants' staffing and scheduling practices, work demands, and Defendants' policies and practices, Defendants

frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally compliant uninterrupted 30-minute meal periods on shifts over five hours as required by law.

24) Similarly, as a consequence of Defendants' staffing and scheduling practices, work demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff and the Aggrieved Employees legally compliant second meal periods on shifts over ten hours as required by law.

25) On information and belief, Plaintiff and Aggrieved Employees did not waive their rights to meal periods under the law.

26) Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty meal periods.

27) Plaintiff and Aggrieved Employees were not given any meal periods, despite having meal periods auto deducted on time records. Plaintiff's general manager would deduct 30 minutes for meal breaks from Plaintiff's records on the days that Plaintiff did not take a meal break due to work demands and requirements from his manager. Despite the lack of meal period, the general manager would alter Plaintiff's time records to record a clock out and clock in time for Plaintiff's lunch break.

28) Further, Plaintiff and Aggrieved Employees were required to keep their work cell phone on and remain on-call during meal breaks. For instance, approximately two times per week, Plaintiff's meal breaks were cut short or interrupted due to phone calls for work and calls demanding he "hurry up" and get back to work from management.

29) Despite the above-mentioned meal period violations, Defendants failed to compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees, one additional hour of pay at their regular rate as required by California law when meal periods were not timely or lawfully provided in a compliant manner.

30) Plaintiff are informed and believe, and thereon alleges, that Defendants know, should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees were entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but were not receiving such compensation.

31) In addition, during the relevant time frame, Plaintiff and the Non-Exempt Employees were systematically not authorized and permitted to take one net ten-minute paid, rest period for every four hours worked or major fraction thereof, including third rest breaks which is a violation of the Labor Code and IWC wage order. Plaintiff was not given a third rest break on the aforementioned ten (10) hour and above work days.

32) Defendants maintained and enforced scheduling practices, policies, and imposed work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful, paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

33) Despite the above-mentioned rest period violations, Defendants did not compensate Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of pay at their regular rate as required by California law, including Labor Code section 226.7 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized and permitted. Plaintiff was required to remain on duty through his available rest breaks and he would be required to drive on the road during his rest periods.

34) Plaintiff was denied his rest periods and did not take any rest periods during his employment with Defendants. Defendants forced Plaintiff and Aggrieved Employees to work through rest periods.

35) Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not compensated for all time worked as Plaintiff and Aggrieved Employees as a result of off-the-clock to conduct post-shift work activities. For instance, Plaintiff would clock-out and continue working for approximately 15-20 minutes on occasion to assist with loading or unloading trucks. Plaintiff was not compensated for this time spent working off the clock.

36) Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not compensated for all time worked as Plaintiff and Aggrieved Employees as a result of off-the-clock work spent on Plaintiff's personal cell phone for work related purposes. For instance, the company required use of personal cell phones for work related matters such as communicating with

management. Plaintiff would spend approximately 1.5 hours off-the-clock communicating with the company on his personal cell phone. Plaintiff was not compensated for this time spent working off-the-clock.

37) Defendants also failed to provide accurate, lawful itemized wage statements to Plaintiff and the Aggrieved Employees in part because of the above specified violations. In addition, upon information and belief, Defendants omitted an accurate itemization of total hours worked, including premiums due and owing for overtime pay, gross pay, and net pay figures from Plaintiff and the Aggrieved Employees' wage statements.

38) Defendants also failed to reimburse Plaintiff and Aggrieved Employees for business expenses incurred pursuant to Labor Code section 2802. Plaintiff and Aggrieved Employees were required to use their personal cell phones to carry out their work-related duties while under the direction and control of Defendants. Despite these realities, Defendants failed to reimburse Plaintiff and Aggrieved Employees for the purchase of these tools.

39) Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew that at the time of termination of employment (or within 72 hours thereof for resignations without prior notice as the case may be) they had a duty to accurately compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages, meal and rest period premiums, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the above-specified violations.

40) Upon information and belief, Defendants knew and or should have known that it is improper to implement policies and commit unlawful acts such as:

(a) requiring employees to work four (4) hours or a major fraction thereof without being provided a minimum ten (10) minute rest period and without compensating the employees with one (1) hour of pay at the employees' regular rate of compensation for each workday that a rest period was not provided;

(b) requiring employees to work in excess of five (5) hours or ten (10) hours per day without being provided an uninterrupted thirty minute meal period and/or a second meal period,

and without compensating employees with one (1) hour of pay at the regular rate of compensation for each workday that such a meal period was not provided;

(c) failing to pay overtime and minimum wages;

(d) failing to provide accurate itemized wage statements;

(e) failing to timely pay Plaintiff and Aggrieved Employees; and

(f) failing to reimburse business expenses;

41) In addition to the violations above, and on information and belief, Defendants knew they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted herein, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so.

Plaintiff and Aggrieved Employees they seek to represent are covered by, and Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding applicable provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

REPRESENTATIVE CLAIMS

THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.*

42) Plaintiff incorporates by reference and re-alleges each and every allegation contained above, as though fully set forth herein.

43) On December 22, 2025, Plaintiff complied with notice requirements pursuant to Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and that the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a representative capacity. The substance and violations set forth in this Complaint of which the LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative Action Complaint to the LWDA.

44) Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a). Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt

Employees of Defendants.

45) Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint, including without limitation Labor Code section 201-203, 510, 512, 558, 226, 226.3, 226.7, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and 2698 *et seq.,* applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.*

46) At all times relevant, Plaintiff and all other aggrieved employees regularly performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and rest break requirements of the applicable IWC wage order and the Labor Code.

47) Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to accurately pay at least minimum wages due as a result of Defendants' requiring Plaintiff and aggrieved Employees to work off-the-clock as outlined above.

48) Defendants violated Labor Code section 510, and 1194 by failing to accurately pay overtime wages owed as discussed above due to Defendants' failure to accurately pay overtime wages due to Defendants' requiring Plaintiff and aggrieved Employees to work off-the-clock as outlined above. Therefore, Defendants violated section 510, and 1194 by not compensating its Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours in a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week and to overtime compensation twice the regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work in a particular work week.

49) Defendants failed to provide Plaintiff and all other aggrieved employees uninterrupted duty free meal periods of not less than thirty (30) minutes. Defendants implemented and enforced policies of on duty meal period practices which required employees to work during their meal periods, to forego their meal periods, and/or to return to work from meal periods prior to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations, Plaintiff and all other aggrieved employees have been damaged in an amount according to proof at

time of trial.

50) Plaintiff, and on information and belief, all aggrieved employees, were systematically not permitted or authorized to take ten minute rest periods for every four hours worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order. Plaintiff and on information and belief, aggrieved employees, were not compensated with one hour of wages for every day in which a rest period was missed or untimely as a result of Defendants' policies, practices, or work demands. By failing to authorize and permit a ten-minute rest period for every four hours or major fraction thereof worked per day by its Non-Exempt Employees, and by failing to provide compensation for such non-provided or shortened rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code sections 226.7, 512 and the applicable IWC Wage Order.

51) Defendants also willfully violated Labor Code sections 201-203 by failing to provide all owed wages at separation from employment. Labor Code sections 201 and 202 require Defendants to pay their employees all wages due either at time of firing, or within seventy-two (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employee's wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

52) Plaintiff and all other aggrieved employees who were separated from employment are entitled to compensation for all forms of wages earned, including but not limited to compensation regular and overtime wages, and for non-provided meal and rest periods, but to date have not received such compensation, therefore entitling them to penalties under PAGA for violations of Labor Code sections 201-203.

53) On information and belief, Defendants willfully failed to pay all wages due and owing upon separation from employment. These wages include but are not limited to regular and overtime wages, and meal and rest period premiums.

54) In addition, upon information and belief, Plaintiff alleges that Defendants failed to pay sick leave pay to Plaintiff and the Aggrieved Employees at the proper rate, as Defendants

failed to factor all forms of compensation into the regular rate.

55) On information and belief, Defendants failed to provide accurate itemized wage statements which failed to include the rate of pay and total hours worked per pay period, failed to account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, pursuant to Labor Code section 226(a).

56) Defendants have failed to provide Plaintiff and aggrieved Employees rates of pay and the hours for which they worked for any given pay period.

57) Defendants have failed to accurately record all time worked.

58) Defendants have also failed to accurately record the meal and rest period premiums owed and all wages owed per pay period.

59) Pursuant to Labor Code section 226.3, any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

60) Labor Code section 1197 makes it unlawful to pay an employee less than the minimum wage as established by the Industrial Welfare Commission.

61) Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

62) The applicable reporting time wages are fixed by the IWC in Wage Order 1.

63) In relevant part, Section 5 of the applicable wage order provides:

> (A) Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.

64) On information and belief, Defendants failed to reimburse Plaintiff and aggrieved Employees for business expenses incurred as described above. Labor Code § 2802 requires Defendants to indemnify Plaintiff and aggrieved Employees for necessary expenditures incurred in direct consequences of the discharge of his or her duties. Despite these realities of the job, Defendants failed to provide reimbursements.

65) Labor Code §2804 states in pertinent part: "Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his or her personal representative of any right or remedy to which he is entitled under the laws of this State.

66) Additionally, Defendants have no accurate records relating to aggrieved employees' work periods, meal periods, total daily hours worked, total hours worked per payroll period and applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to maintain accurate records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

67) Labor Code §2804 states in pertinent part: "Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his or her personal representative of any right or remedy to which he is entitled under the laws of this State."

68) Labor Code §1198.5(a) provides that "[e]very current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee."

69) 1198.5(b)(1) the employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the records, and the agreed-upon date does not exceed 35 calendar days from the employer's receipt of

the written request. Upon a written request from a current or former employee, or his or her representative, the employer shall also provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer receives the request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to produce a copy of the records, as long as the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request. Except as provided in paragraph (2) of subdivision (c), the employer is not required to make those personnel records or a copy thereof available at a time when the employee is actually required to render service to the employer, if the requester is the employee.

70) 1198.5(k) if an employer fails to permit a current or former employee, or his or her representative, to inspect or copy personnel records within the times specified in this section, or times agreed to by mutual agreement as provided in this section, the current or former employee or the Labor Commissioner may recover a penalty of seven hundred fifty dollars ($750) from the employer. Here, Defendant failed to furnish such records upon Plaintiff's request.

71) Additionally, Defendant have no accurate records relating to aggrieved employees' work periods, total daily hours worked, total hours worked per payroll period and applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendant failed to maintain accurate records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

72) As a result of Defendants' unlawful conduct, Plaintiff and aggrieved employees are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours worked.

73) Plaintiff and the Representative aggrieved Employees are entitled to recover Penalties and attorneys' fees and costs sunder Labor Code section 2698, et seq.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
2. For reasonable attorneys' fees and costs; and
3. For such other and further relief as the Court deems proper.

Dated: December 22, 2025

JAMES HAWKINS APLC

By: _____

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