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Private Attorney General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JAEDEN WOODS,

Plaintiff,

v.

WIRE INDUSTRIES, INC., a Delaware
Corporation, ARMEN MARTIN, an individual,
GUY DOTAN, an individual, ZACHARY
DOCTOR, an individual, AND TRAVIS
GEIGER, an individual, and Does 1-50

Defendants.

Case No.: **26STCV12836**

COMPLAINT FOR DAMAGES

1. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Willful Misclassification as an Independent Contractor (Labor Code § 226.8)
2. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
3. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Meal Periods;
4. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Rest Periods;
5. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Accurate Itemized Wage Statements;
6. Violation of the Private Attorneys General Act, Labor Code § 2802 for

Failure to Reimburse for Necessary Expenditures; and
7. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Pay Wages Due Upon Termination of Employment.

Plaintiff JAEDEN WOODS (“Plaintiff”) complains and alleges as follows:

INTRODUCTION

1. This is an action brought on behalf of state of California as a Private Attorney General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code § 2698 et seq. as a result of one or more of the violations of the California Labor Code alleged herein by Defendants WIRE INDUSTRIES, INC., ARMEN MARTIN, GUY DOTAN, ZACHARY DOCTOR, and TRAVIS GEIGER (“Defendants”). The term “RELEVANT TIME PERIOD” or “TIME PERIOD” is defined as one (1) year and sixty-five (65) days prior to the filing of the complaint. Plaintiff as a Private Attorney General, reserves the right to amend this complaint to reflect a different “Time Period” as further discovery is conducted.

2. Plaintiff, on behalf of the State of California as a Private Attorney General seeks relief against Defendant for its: (1) failure to pay all wages due, including minimum and overtime wages; (2) failure to provide accurate itemized wage statements; (3) failure to reimburse for necessary business expenses; (4) failure to provide meal periods or compensation in lieu thereof, (5) failure to provide rest periods or compensation in lieu thereof; and (6) failure to pay wages due upon termination of employment.

3. At all relevant times herein, Defendant has consistently maintained and enforced the following unlawful policies and practices against its workforce by:

- (a) Willfully misclassifying employees as independent contractors;
- (b) Willfully refusing to pay all hours worked, including both minimum and overtime wages;

- 1 (c) Willfully refusing to furnish accurate itemized wage statements upon payment of
2 wages;
- 3 (d) Willfully refusing to reimburse necessary business expenses;
- 4 (e) Willfully refusing to provide timely uninterrupted meal periods or adequate
5 compensation in lieu thereof
- 6 (f) Willfully refusing to provide timely uninterrupted rest periods or adequate
7 compensation in lieu thereof; and
- 8 (g) Willfully refusing to pay all wages due upon separation of employment;
- 9 (h) Willfully taking unlawful deductions.

10 **JURISDICTION AND VENUE**

11 4. This Court has subject matter jurisdiction over the causes of action alleged in this
12 complaint because the Court is a court of general subject matter jurisdiction and is not otherwise
13 excluded from exercising subject matter jurisdiction over said causes of action.

14 5. Venue is proper in the County of Los Angeles because Defendant, transacts
15 business in this county, the obligations and liability arise in this county.

16 6. The California Superior Court has jurisdiction in the matter, because of the
17 individual claims are under the seventy-five thousand dollars (\$75,000.00) jurisdictional
18 threshold for Federal Court and this action seeks recovery of civil penalties. Plaintiff is a resident
19 of and/or domiciled in the County of Los Angeles, State of California.

20 7. Further, there is no federal question at issue as the issues herein are based solely
21 on California statutes and law, including the Labor Code, Code of Civil Procedure, Business and
22 Professions Code, and California Rules of Court.

23 **THE PARTIES**

24 **A. Plaintiff**

25 8. Plaintiff JAEDEN WOODS (hereinafter "Plaintiff" or "Mr. Woods") is, and at all
26 times herein mentioned was, a resident of the State of California. Plaintiff was employed by
27 Defendant as an "Ambassador" but, improperly designated as an Independent Contractor during
28 the Relevant Time Period.

1 **B. Defendants**

2 9. Plaintiff is informed and believes, and based thereon alleges, that WIRE
3 INDUSTRIES, INC., (hereinafter “Wire”), is a Delaware Corporation doing business in
4 California and employed and/or supervised Plaintiff during the Relevant Employment Period.
5 Plaintiff is informed and believes, and based thereon alleges, that Defendant is conducting
6 business in good standing in the State of California.

7 10. Plaintiff is informed and believes, and based thereon alleges, that Guy Dotan,
8 (hereinafter “Dotan”), is an individual, and an officer of Defendant Wire, who resides in Los
9 Angeles County.

10 11. Plaintiff is informed and believes, and based thereon alleges, that Zachary Doctor,
11 (hereinafter “Doctor”), is an individual, and an officer of Defendant Wire, who resides in Los
12 Angeles County.

13 12. Plaintiff is informed and believes, and based thereon alleges, that Travis Geiger,
14 (hereinafter “Geiger”), is an individual, and an officer of Defendant Wire, who resides in Los
15 Angeles County.

16 13. Plaintiff is not aware of the true names and/or capacities of those entities or
17 individuals sued herein as DOES 1 through 50, inclusive, and therefore sues these Defendants by
18 their fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert
19 their true names and/or capacities when the same are ascertained.

20 14. The above Defendants named herein will be collectively referred to as “Defendant”
21 or “Defendants.”

22 15. Plaintiff is informed and believes, and based thereon alleges, that at all material
23 times, each of the Defendants were the agents and/or employees of each of the remaining
24 Defendants, and each of them was at all material times acting within the purpose and scope of
25 such agency and employment.

26 16. Plaintiff is informed and believes, and based thereon alleges, that at all material
27 times, one or more of each named and/or unnamed Defendants was in some fashion, by contract
28 or otherwise, the predecessors, affiliates, alter egos, assigns, joint ventures, co-ventures or

1 partners of one or more of the remaining named and /or unnamed Defendants, and as hereinafter
2 alleged, was acting within that capacity.

3 17. Plaintiff is further informed and believes, and on that basis, alleges, that one or
4 more of the remaining named and/or unnamed Defendants are the successors of one or more of
5 the remaining named and/or unnamed Defendants. Such successors are liable for the occurrences,
6 damages and injuries alleged herein to the same extent its predecessors are liable for the alleged
7 occurrences, damages and injuries.

8 18. Plaintiff alleges that Defendants acted as the employers and/or joint employers of
9 Plaintiff, and that they shared control of Plaintiff as an employee, either directly or indirectly.
10 This control included, but was not limited to, the authority to hire and fire, assign work tasks,
11 engage in day-to day supervision of employees, and control over employee records and wages.

12 19. Plaintiff alleges that Defendants were the alter-egos of one or more of the
13 remaining named and/or unnamed Defendants, and as hereinafter alleged, was acting for their
14 own benefit and/or the benefit of one or more of the remaining named and/or unnamed Defendants.
15 Plaintiff alleges that Defendants were acting on behalf of each other in the establishment of,
16 ratification of, and/or execution of the illegal practices and policies as set forth in this pleading.
17 Plaintiff is further informed and believes, and thereon alleges, that all times relevant hereto
18 Defendants had decision making responsibility for, and establishment and execution of, illegal
19 practices and policies for each other and are, therefore, liable on the causes of action herein.

20 20. Plaintiff is further informed and believes, and on that basis alleges, that Defendants
21 failed to adhere to corporate and/or legal formalities. Plaintiff is informed and believes, and based
22 thereon alleges, that at all material times, one or more of each unnamed Defendants was in some
23 fashion, by statute, law or otherwise, the agent, agency, branch, department or the like of one or
24 more of the remaining named and/or unnamed Defendants for the acts alleged herein and was
25 acting within that capacity.

26 21. Plaintiff is further informed, and believes, and on that basis, alleges, that there
27 exists a unity of interest and ownership between Defendants that the individuality and
28 separateness of those Defendants have ceased to exist. The business affairs of Defendants are,

1 and at all times relevant hereto were, so mixed and intermingled that the same cannot reasonably
2 be segregated, and the same are in inextricable confusion. Defendants were used as mere shells
3 and conduits for the conduct of certain other Defendants' affairs. The recognition of the separate
4 existence of Defendants would not promote justice, in that it would permit Defendants to insulate
5 themselves from liability to Plaintiff. Accordingly, Defendants constitute the alter egos of each
6 other, and the fiction of their separate existence must be disregarded at law and in equity, because
7 such disregard is necessary to avoid fraud and injustice to Plaintiff herein. Unless otherwise
8 specified herein, each DOE defendant was the agent and employee of each Defendant, and in
9 doing the things hereinafter mentioned, were at all times acting within the course and scope of
10 that agency and employment Defendants.

11 **PAGA ADMINISTRATIVE PREREQUISITE**

12 13. Plaintiff brings this case as Private Attorney General pursuant to the Private
13 Attorney General Act (2004), and mores specifically, Labor Code section 2698 et seq. seeking
14 penalties, as provided by the Private Attorney General Act, Labor Code section 2698 et seq.
15 ("PAGA").

16 14. Prior to filing this complaint, on January 16, 2026, Plaintiff gave written notice by
17 certified electronic mail to the Labor and Workforce Development Agency ("LWDA") and to
18 Defendant of the specified provisions alleged to have been violated, including the facts and
19 theories to support the alleged violation as required by Labor Code section 2699.3. A true and
20 correct copy of Plaintiff's original letter sent to the LWDA and Defendant is attached hereto as
21 Exhibit A.

22 15. More than sixty-five (65) days have passed since Plaintiff submitted his notice to
23 the LWDA and Defendant of the specific alleged Labor Code violations, and the LWDA has not
24 provided notice to Plaintiff of its intent to investigate such alleged violations. Plaintiff further has
25 received no notice of Defendant; intent to cure any of the alleged violations. Therefore, Plaintiff
26 has satisfied the administrative prerequisites for filing this action as a Private Attorney General
27 with regard to his PAGA notice.

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1 **FACTUAL ALLEGATIONS**

2 16. This Pursuant to the California Supreme Court's unanimous decision in *Dynamex*
3 *Operations West, Inc. v. Superior Court* (2018), 4 Cal. 5th 903, in order for an employer's
4 designation of a worker as an independent contractor rather than an employee subject to the
5 wage and hour protections of the Labor Code and applicable Wage Order, to be legally upheld,
6 the employer must meet the three-prong "ABC" test set forth in *Dynamex*.

7 17. Specifically, the employer must meet all three prongs, which consist of showing:
8 (a) the worker is free from the control and direction of the hiring entity in connection with the
9 performance of the work, both under the contract for the performance of the work and in fact;
10 (b) the worker performs work that is outside the usual course of the hiring entity's business and
11 (c) the worker is customarily engaged in an independently established trade, occupation, or
12 business of the same nature as the work performed. (*Dynamex* at 956-7, 964.)

13 18. California *Labor Code* § 226.8 provides that it is unlawful for any person or
14 employer to willfully misclassify of an individual as an independent contractor. Further, it is
15 unlawful for an employer to charge an individual who has been willfully misclassified as an
16 independent contractor a fee, or making any deductions from compensation, for any purpose,
17 including for goods, materials, space rental, services, government licenses, repairs, equipment
18 maintenance, or fines arising from the individual's employment.

19 19. California *Labor Code* § 1194 provides that notwithstanding any agreement to
20 work for a lesser wage, an employee receiving less than the legal overtime compensation is
21 entitled to recover in a civil action the unpaid balance of their overtime compensation, including
22 interest thereon, reasonable attorneys' fees, and costs of suit.

23 20. Further, *Business and Professions Code* § 17203 provides that any person who
24 engages in unfair competition may be enjoined in any court of competent jurisdiction. *Business*
25 *and Professions Code* § 17204 provides that any person who has suffered actual injury and has
26 lost money or property as a result of the unfair competition may bring an action in a court of
27 competent jurisdiction.

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1 21. During all, or a portion of the Relevant Time Period, although improperly
2 designated as “Independent Contractors,” Plaintiff and aggrieved employees worked for
3 Defendant, in the State of California. Plaintiff and aggrieved employees worked in the position
4 of “Ambassador” covered under one or more Industrial Welfare Commission (IWC) Wage
5 Orders, and *Labor Code* § 510, and/or other applicable wage orders, regulations and statutes,
6 and each aggrieved employee was not subject to an exemption for executive, administrative and
7 professional employees, which imposed obligations on the part of the Defendants to pay
8 Plaintiff and aggrieved employees lawful overtime compensation. Plaintiff and aggrieved
9 employees were covered by one or more Industrial Welfare Commission (IWC) Wage Orders,
10 and *Labor Code* § 226.7 and other applicable wage orders, regulations and statutes which
11 imposed an obligation on the part of the Defendants to pay Plaintiff and aggrieved employees
12 rest and meal period compensation.

13 22. During the Relevant Time Period, Defendants were obligated to pay Plaintiff and
14 aggrieved employees for all hours worked at the legally mandated rate, including overtime.

15 23. During the Relevant Time Period, Defendants were obligated to pay Plaintiff and
16 aggrieved employees minimum wages and overtime compensation for all hours worked over
17 eight (8) hours of work in one (1) day or forty (40) hours in one (1) week and double-time for
18 hours worked in excess of twelve (12) in one day.

19 24. During the Relevant Time Period, Defendants were obligated to provide Plaintiff
20 and aggrieved employees with a duty-free meal and/or rest period(s) in a time and manner
21 mandated by law.

22 25. Defendants are in the business of providing internet-based gambling services;
23 Plaintiff and aggrieved employees worked as “Ambassadors,” to sign up Defendants customers,
24 an integral and necessary function of Defendants business.

25 26. Defendants exercised a degree of control over Plaintiff and aggrieved employees,
26 including but not limited to their compensation, evaluating performance, meetings, manner in
27 which Plaintiff and aggrieved employees would be paid, whether Plaintiff and aggrieved
28 employees would be paid for performing the work, determining if the work is done satisfactorily

1 to the Defendants' requirements, in which Plaintiff and aggrieved employees presented
2 themselves to customers and the public as employees of Defendants, including but not limited to
3 the wearing of Defendant's uniforms and prohibition of decals on vehicles or clothing other
4 than Defendant's name or logos.

5 27. Most significantly, the work performed by Plaintiff and aggrieved employees
6 was wholly within the usual course of Defendants' business.

7 28. Accordingly, Defendants' designation of Plaintiff and aggrieved employees
8 substantially and unequivocally cannot meet the criteria set forth as the ABC test in *Dynamex*,
9 such that Plaintiff and aggrieved employees should have been afforded all the wage and hour
10 protections set forth in the Labor Code and Wage Order 9-2001.

11 29. Plaintiff and the aggrieved employees regularly and frequently drove trucks
12 substantially beyond eight (8) hours per day and thus performed non-exempt work in excess of
13 the maximum regular rate hours set by the IWC in the applicable Wage Orders, regulations or
14 statutes, and therefore entitled the Plaintiff and aggrieved employees members to overtime
15 compensation at time and a half rate, and when applicable, double time rates as set forth by the
16 applicable Wage Orders, regulations and/or statutes, which Defendants failed to pay because
17 they misclassified Plaintiff and aggrieved employees as "Independent Contractors" in order to
18 avoid abiding by the California labor code.

19 30. Aggrieved employees who ended their employment during the Relevant Time
20 Period were not paid the above due compensation for all hours worked, overtime compensation
21 timely upon the termination of their employment as required by *Labor Code* §§ 201-203 and are
22 entitled to penalties as provided by *Labor Code* § 203.

23 31. Defendants also failed to provide Plaintiff and aggrieved employees with timely
24 meal and rest periods. As Defendants deemed Plaintiff and aggrieved employees as
25 "Independent Contractors," Defendants failed to implement policies and practices which
26 mandated employees be given meal and rest periods as set forth under Labor Code §§ 226.7,
27 512 and 8 CCR §11090 (11) and (12). Consequently, Plaintiff and aggrieved employees
28 regularly and frequently experienced missed, delayed or interrupted meal and rest periods.

32. Consistent with designating Plaintiff and aggrieved employees as “Independent Contractors,” Defendants exacerbated the meal and rest period violations described above by failing to pay to Plaintiff and similarly aggrieved employees the legally mandated premium compensation pursuant to Labor Code §226.7 and 8 CCR §11090 (11) and (12).

33. As a result of the above-described misclassification and Defendant' resulting failure to pay all wages owed as described herein, Defendant further failed to keep accurate payroll records and failed to provide Plaintiff and aggrieved employees with complete and accurate wage statements showing the actual hours worked, the correct rate of pay for hours worked and overtime and/or premium wages earned per pay period. This conduct is in violation of Labor Code sections 226 and 1174.

34. Defendants also failed to reimburse Plaintiff and aggrieved employees for necessary business expenditures pursuant to Labor Code §2802, and more specifically, the use of their personal cellular phone, internet, computer, and other items necessary in performing their job duties.

35. Defendants also engaged in systemic wage theft, by making unlawful deductions from Plaintiff and aggrieved employees' wages wherein Plaintiff and aggrieved employees performed their job duties, but where a customer failed to follow through, Defendants would then withhold the payment to Plaintiff and aggrieved employees though Plaintiff and aggrieved employees performed the work.

FIRST CAUSE OF ACTION

**VIOLATION OF PAGA FOR WILLFULL MISCLASSIFICATION OF AN
INDIVIDUAL AS AN INDEPENDENT CONTRACTOR (Labor Code § 226.8)
(Plaintiff As a Private Attorney General Against All Defendants)**

36. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

37. California *Labor Code* § 226.8 provides that it is unlawful for any person or employer to willfully misclassify of an individual as an independent contractor. Further, it is unlawful for an employer to charge an individual who has been willfully misclassified as an

1 independent contractor a fee, or making any deductions from compensation, for any purpose,
2 including for goods, materials, space rental, services, government licenses, repairs, equipment
3 maintenance, or fines arising from the individual's employment.

4 38. Defendants willfully misclassified Plaintiff and other aggrieved employees as
5 independent contractors rather than employees. Defendants exercised significant control over the
6 manner and means by which Plaintiff and other aggrieved employees performed their work, and
7 such work was performed within the usual course of Defendants' business. Plaintiff and other
8 aggrieved employees were not customarily engaged in an independently established trade,
9 occupation, or business of the same nature as that involved in the work performed for
10 Defendants.

11 39. By misclassifying Plaintiff and other aggrieved employees, Defendants avoided
12 their legal obligations as employers, including but not limited to the obligation to pay minimum
13 wages, overtime compensation, provide meal and rest periods, and provide accurate itemized
14 wage statements.

15 40. Furthermore, Defendants violated Labor Code § 226.8(b) by charging Plaintiff
16 and other aggrieved employees fees, or making deductions from their compensation, for
17 expenses that should have been borne by the employer, including but not limited to making
18 unlawful deductions from Plaintiff and Plaintiff Class wages wherein Plaintiff and Plaintiff Class
19 performed their job duties, but where a customer failed to follow through, Defendants would
20 then withhold the payment to Plaintiff and Plaintiff Class though Plaintiff and Plaintiff Class
21 performed the work.

22 41. As a result of the acts and omissions alleged herein, Defendants are liable for
23 civil penalties pursuant to Labor Code § 226.8(a) and (b) in the amount of not less than five
24 thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for each
25 individual violation, or, in the event of a finding of a pattern or practice of violations, not less
26 than ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for
27 each individual violation.

28 42. Plaintiff also seeks to recover civil penalties under Labor Code § 2699(a) and/or

§ 2699(f) for each aggrieved employee, as well as an award of reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

SECOND CAUSE OF ACTION

VIOLATION OF PAGA FOR RECOVERY OF UNPAID

MINIMUM WAGE AND OVERTIME

(Plaintiff As a Private Attorney General Against All Defendants)

43. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

44. Any work in excess of eight (8) hours in any workday and any work in excess of forty (40) hours in a workweek shall be compensated at a rate of no less than one and one-half (1 & ½) times the regular rate of pay for an employee. (Labor Code § 510(a); IWC Wage Order 9-2001, Sect. 3(A).) Any work in excess of twelve (12) hours in a workday shall be compensated at the rate of twice the regular rate of pay for an employee. (*Ibid.*)

45. Defendants willfully violated the Labor Code and applicable IWC wage orders by improperly misclassifying Plaintiff and aggrieved employees, sought to exclude them from both minimum wage and overtime laws and thereby failed to pay Plaintiff and aggrieved employees all wages including minimum and overtime wages for all time worked.

46. Defendants' employees regularly worked over eight (8) hours per day and forty (40) hours per week. Defendants failed to pay its employees minimum wage for all hours worked and overtime premium for hours worked in excess of over eight (8) hours per day and/or forty (40) hours per week for work performed for the Defendants. Defendants' failure to compensate Plaintiff and other non-exempt hourly employees the proper rate for meal period premiums when they missed meal breaks is a violation of the Labor Code. Employer also failed to accurately calculate the overtime rate for Plaintiff and other non-exempt hourly employees. Employer further failed to adequately pay Plaintiff and other non-exempt hourly employees at their regular rate of pay for sick days.

47. Defendants did not compensate Plaintiff and aggrieved employees for time spent performing work for Employer, including completing reports, auditing inventory,

1 amongst other responsibilities.

2 48. Since the LWDA has not indicated that it will be investigating more than sixty-
3 five (65) days since Plaintiff provided notice, and because Defendants took no corrective action
4 to remedy the allegations set forth above, Plaintiff, as a Private Attorney General, will seek any
5 and all penalties otherwise capable of being collected by the Labor Commission, the LWDA
6 and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each of the
7 following, as set forth in Labor Code section 2699.5, which provides that section 2699.3,
8 subdivision (a), applies to any alleged violation of the following provisions: 510 and 1194.

9 49. Plaintiff is informed and believes that Defendants have violated, and continues to
10 violate, provisions of the Labor Code and applicable Wage Orders related to the payment of
11 minimum wages and overtime.

12 50. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
13 penalties for each and every violation shown to exist or to have occurred during the Relevant
14 Time Period, in an amount according to proof, as to those penalties that are otherwise only
15 available to public agency enforcement actions.

16 51. Additionally, Plaintiff as a Private Attorney General is entitled to attorney's fees
17 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
18 interest.

19 **THIRD CAUSE OF ACTION**

20 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR**

21 **COMPENSATION IN LIEU THEREOF**

22 **(Plaintiff As a Private Attorney General Against All Defendants)**

23 52. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
24 complaint as if fully set forth herein.

25 53. Labor Code sections 226.7 and 512 and IWC Wage Order 9-2001, sect. 11 provide
26 that no employer shall employ any person for a work period of more than five (5) hours without
27 providing a meal period uninterrupted by work duties of not less than thirty (30) minutes.
28

1 54. Labor Code section 226.7 provides that if an employer fails to provide an
2 employee with a meal period in accordance with this section, the employer shall pay the employee
3 one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
4 period is not provided in accordance with this section. Plaintiff alleges Defendant failed to provide
5 legally compliant meal periods in addition to impeding, discouraging, dissuading and/or not
6 relieving employees from all work duties during meal periods thereby preventing employees from
7 taking legally compliant meal periods.

8 55. By misclassifying Plaintiff and aggrieved employees as "Independent Contractors,"
9 Defendants sought to exclude Plaintiff and aggrieved employees from laws mandating legally
10 compliant meal periods such that Defendants failed to provide Plaintiff and aggrieved employees
11 with work-free, uninterrupted meal periods within the first five (5) hours of his work shift.
12 Defendants failed to schedule Plaintiff and other employees in a manner so as to reasonably
13 provide timely meal and/or work free meal period as required by Labor Code sections 226.7 and
14 512. As a result, Plaintiff was repeatedly forced to forgo his meal periods, work during his meal
15 periods and/or take meal periods after the fifth (5th) hour of his shift, but as Defendants
16 improperly deemed Plaintiff and aggrieved employees as independent contractors, Defendants
17 did not have a policy in place that permitting legally-prescribed meal periods to Plaintiff and the
18 aggrieved employees. In so doing, Defendants failed to comply with the meal period requirements
19 established by Labor Code, sections 226.7, 512 and other regulations and statutes.

20 56. At all times relevant hereto, Plaintiff and other non-exempt hourly employees have
21 worked shifts more than five (5) hours in a workday.

22 57. Plaintiff and other non-exempt hourly employees did not voluntarily or willfully
23 waive meal periods.

24 58. Defendants failed to provide Plaintiff and other aggrieved employees a second
25 meal period and third rest period for shifts worked in excess of ten hours.

26 59. Pursuant to Labor Code section 226.7, Plaintiff and other non-exempt hourly
27 employees are entitled to damages in the amount equal to one (1) hour of wages at their regular
28 rate of pay for each missed meal break, in an amount to be proven at trial.

60. Plaintiff, as a Private Attorney General, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions.

61. Additionally, Plaintiff as a Private Attorney General is entitled to attorney's fees and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment interest.

FOURTH CAUSE OF ACTION
VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS OR
COMPENSATION IN LIEU THEREOF
(Plaintiff As a Private Attorney General Against All Defendants)

62. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

63. Labor Code section 226.7 and IWC Wage Order 9-2001, section 12 provides that Defendants authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours, or major fraction thereof.

64. Labor Code section 226.7, subdivision (b) provides that if an employer fails to provide and employee rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employees' regular rate of compensation for each workday that the rest period is not provided. Plaintiff and other employees consistently worked over four (4) hours per shift with no rest breaks, due to Defendants' uniform policies and practices.

65. By misclassifying Plaintiff and aggrieved employees as "Independent Contractors," Defendants sought to exclude Plaintiff and aggrieved employees from laws mandating legally compliant rest periods such that, Defendants failed and/or refused to permit Plaintiff and aggrieved employees duty-free rest periods. Defendants failed to formulate and implement policies and practices mandating rest periods and failed to schedule Plaintiff and other employees in a manner so as to reasonably provide timely rest and/or work free rest period as required by Labor Code sections 226.7 and 512. As such, Plaintiff did not receive his rest break(s) on most,

1 if not all, days worked but Defendants did not have a policy in place that allowed Plaintiff to
2 report missed or interrupted rest periods causing these incidents to go undocumented. By and
3 through their actions, Defendants intentionally and improperly denied rest periods to Plaintiff in
4 violation of Labor Code sections 226.7 and 512.

5 66. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
6 penalties for each and every violation shown to exist or to have occurred during the Relevant
7 Time Period, in an amount according to proof, as to those penalties that are otherwise only
8 available to public agency enforcement actions.

9 67. Additionally, Plaintiff, as a Private Attorney General, is entitled to attorney's fees
10 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
11 interest.

12 **FIFTH CAUSE OF ACTION**

13 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE** 14 **STATEMENTS**

15 **(Plaintiff As a Private Attorney General Against All Defendants)**

16 68. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
17 complaint as if fully set forth herein.

18 69. Labor Code section 226, subdivision (a), states in pertinent part that, "every
19 employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her
20 employees, either as a detachable part of the check, draft, or voucher paying the employee's wages,
21 or separately when wages are paid by personal check or cash, an accurate itemized statement in
22 writing showing: (1) gross wages earned; (2) total hours worked by the employee . . . ; (3) the
23 number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (6) the inclusive
24 dates of the period for which the employee is paid; (7) the name of the employee and only the last
25 four digits of his or her social security number or an employee identification number other than a
26 social security number; (8) the name and address of the legal entity that is the employer . . . ; and
27 (9) all applicable hourly rates in effect during the pay period and corresponding number of hours
28 worked at each hourly rate by the employee..." (Lab. Code, § 226.)

70. Defendants knowingly and intentionally failed to provide timely and accurate itemized wage statements to its employees in accordance with Labor Code section 226, subdivision (a), by failing to record the accurate number of hours worked, the accurate rate of pay for each hour worked, the accurate amount of premiums wages earned, the accurate net pay, and the accurate gross pay. Such failure caused injury to its employees in violation of the California labor code.

71. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code section 2698, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA.

72. Additionally, Plaintiff is entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

SIXTH CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO REIMBURSE

NECESSARY BUSINESS EXPENDITURES

(Plaintiff As a Private Attorney General Against All Defendants)

73. Plaintiff realleges and incorporates by reference the allegations in the preceding paragraphs.

74. Labor Code section 2802 states that "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties..."

75. Defendant failed to reimburse its employees for necessary expenditures as a direct consequence of the discharge of their duties.

76. Defendant knowingly, willingly, and intentionally attempted to offset the cost of doing business on its employees in violation of the California labor code.

77. To perform their duties, Plaintiff and aggrieved employees regularly incurred

1 expenses during the course of their employment, such as mileage, gas, cellphone charges for data,
2 and other costs, for which they were not reimbursed. Plaintiffs were never reimbursed for the use
3 of their personal vehicle, cellphone data plans, internet or other items necessary in performing
4 their job duties.

5 78. Plaintiff acting as a Private Attorney General pursuant to the Private Attorney
6 General Act (2004), and more specifically, Labor Code section 2698, will and does seek to
7 recover any and all penalties for each and every violation shown to exist or to have occurred
8 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
9 otherwise only available to public agency enforcement actions. Funds recovered will be
10 distributed in accordance with the PAGA.

11 79. Accordingly, Plaintiff entitled to attorneys' fees and costs pursuant to Labor Code
12 section 2699, subdivision (g)(1), and prejudgment interest.

13 **SEVENTH CAUSE OF ACTION**

14 **VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON TERMINATION**
15 **OF EMPLOYMENT**

16 **(Plaintiff As a Private Attorney General Against All Defendants)**

17 80. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
18 complaint as if fully set forth herein.

19 81. Employees who ended their employment with Defendants during the Relevant
20 Time Period, were entitled to be promptly paid all wages owed, including both minimum wage
21 and lawful overtime compensation and other premiums, as required by Labor Code sections 201
22 and 203.

23 82. Defendants refused and/or failed to promptly compensate its employees for wages
24 owed as a result of Defendants' failure to properly pay meal and rest break premiums, and
25 minimum and overtime compensation owed for work performed for Defendant.

26 83. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General
27 Act (2004, and more specifically, Labor Code §2698 et seq, will seek any and all penalties
28 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes

each of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 201-203, 226, 226.7, 510, 512, 1174, 1194, and 2802.

84. Plaintiff, as a personal representative of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA.

85. Additionally, Plaintiff as a Private Attorney General is entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff as a Private Attorney General pray for judgment as follows:

1. For civil penalties for each violation as provided by law, including, but not limited to, those civil penalties provided by PAGA;
2. For costs of suit and expenses incurred herein pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis or pursuant to the California Rules of Court;
3. For reasonable attorneys' fees pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis; and
4. For all such other and further relief as the Court may deem just and proper.

Dated: April 21, 2026

MAHONEY LAW GROUP, APC



Kevin Mahoney, Esq.
George B. Singer, Esq.
Attorneys for Plaintiff JAEDEN WOODS

EXHIBIT A



Kevin Mahoney, Esq.
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562.590.8400 facsimile
kmahoney@mahoney-law.net

January 16, 2026

VIA ELECTRONIC FILLING

LABOR AND WORKFORCE DEVELOPMENT AGENCY

Attn: PAGA Administrator

<https://dir.govfa.net/411>

VIA U.S. CERTIFIED MAIL# 9589 0710 5270 2375 6251 51

Return Receipt Requested

Wire Industries, Inc.

Attn: ERIN HAGGERTY

1325 J Street Suite 1550,
Sacramento, CA 95814

Re: Jaeden Woods v. Wire Industries, Inc., et al

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 et seq.**

To: California Labor and Workforce Development Agency, Wire Industries, Inc.

From: Jaeden Woods on behalf of himself and aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Mr. Jaeden Woods (hereinafter "Plaintiff" or "Mr. Woods"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698 et seq. ("PAGA") on behalf of himself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

Wire Industries, Inc. (hereinafter referred to as "Defendant") is an e-commerce marketplace and marketing affiliate company. Mr. Gomez alleges Defendant violated various sections of the Labor Code including §§ 201, 202, 203, 204, 221-225.5, 226, 226.7, 510, 512,

well as the applicable provisions of Wage Order 9, by failing to provide Mr. Gomez and all other aggrieved employees all wages for all hours worked including, but not limited to, overtime wages, regular hours, and meal/rest period premium pay.

Defendant improperly designated Mr. Woods and similarly aggrieved “Ambassadors” as “Independent Contractors.” Consequently, Defendant failed to comply with the wage and hour protections afforded to employees such as Mr. Woods and similarly aggrieved employees under the Labor Code and the applicable Wage Order.

Defendant’s designation of Mr. Woods and aggrieved employees as “Independent Contractors” is invalid pursuant to the three-prong “ABC test” established by the California Supreme Court in *Dynamex Operations West, Inc. v. Superior Court* (2018), 4 Cal.5th 903. Most evidently, insofar as Defendant is an online sport betting service provider, and Plaintiff and aggrieved employees are individuals, Defendant’s designation of Plaintiff and aggrieved employees as “Independent Contractors” fails the “B” prong – which requires employers to show the worker performs work that is outside the usual course of the hiring entity’s business. (*Dynamex* at 956-7, 964.) Under *Dynamex*, an employer must meet all three prongs of the ABC test to validate an independent contractor relationship.

As the “Independent Contractor” designation is invalid, Defendant clearly violated the statutory and regulatory wage protections which are subject to enforcement under PAGA:

Defendant failed to pay Mr. Woods and other aggrieved employees for all hours worked at the legally mandated wage rates for all hours worked. Specifically, Defendant failed to pay Mr. Woods and his co-workers the legally mandated minimum wage for all work performed during their shifts in violation of California law. Mr. Woods and similarly aggrieved employees regularly and frequently worked shifts exceeding up to eight (8) hours per day but Defendant failed to pay the legally required minimum wage rate for all hours worked, instead implementing a “piece rate” payment plan to compensate Mr. Woods and aggrieved employees which failed to compensate for directly for all time worked. *Gonzalez v. Downtown LA Motors, LP* (2013) 215 Cal.App.4th 36, 49.

Defendant also failed to pay Mr. Woods and other aggrieved employees for all hours worked at the legally mandated wage rates for all hours worked but more specifically, Defendant failed to pay Mr. Woods and his co-workers the legally mandated overtime rate for all work performed during their shifts in violation of California law. Mr. Woods and similarly aggrieved employees regularly and frequently worked shifts exceeding eight (8) hours per day but Defendant failed to pay the legally required overtime rate for the worked time beyond eight (8) hours as Defendant did not apply overtime law to Plaintiff and similarly aggrieved employees.

Defendant did not keep accurate time records in violation of the Labor Code and Wage Order 16, which is actionable under PAGA. Defendant failed to keep time records accurately reflecting the time Mr. Woods and similarly aggrieved employees started their shift, the time they began and ended their meal periods, and the time they ended their shifts. See Labor Code §1174 and California Code of Regulations, Title 8, §11090 (7).

Further, Defendant also failed to provide Mr. Woods and other aggrieved employees with timely meal and rest periods. As they deemed Plaintiff and similarly aggrieved employees as "Independent Contractors," Defendant failed to implement policies and practices which mandated Plaintiff and similarly aggrieved employees be given meal and rest periods as set forth under Labor Code §§ 226.7, 512 and 8 CCR §11090 (11) and (12). Consequently, Plaintiff and similarly aggrieved employees regularly and frequently experienced missed, delayed or interrupted meal and rest periods.

Consistent with designating Plaintiff and similarly aggrieved employees as "Independent Contractors," Defendant exacerbated the meal and rest period violations described above by failing to pay to Plaintiff and similarly aggrieved employees the legally mandated premium pay pursuant to Labor Code §226.7 and 8 CCR §11090 (11) and (12).

As a result of Defendant's failure to pay all wages owed as described herein, Defendant further failed to keep accurate payroll records and failed to provide Mr. Woods and other aggrieved employees with complete and accurate wage statements showing the actual hours worked and premium wages earned per pay period. This conduct is in violation of Labor Code sections 226 and 1174 and is actionable under PAGA.

As a further result of Defendant's failure to pay all wages owed as described herein, Defendant also violated Labor Code § 201, 202, and 203, due to its uniform policy, practice and procedure of failing to pay all wages earned to former employees.

Defendant also failed to reimburse Mr. Woods and aggrieved employees for necessary business expenditures, including but not limited to using their personal cellular phones, internet, computers and other materials necessary to perform their job duties, in violation of California law.

Defendant also made unlawful deductions pursuant to Labor Code §221-225.5, wherein Defendant would withhold wages from Mr. Woods and aggrieved employees where a customer failed to complete the sign-up process, in violation of California law.

Mr. Woods will bring his lawsuit on behalf of himself and all other aggrieved employees who were employed by Defendant. Please advise if the LWDA has any objection to my client including PAGA claims in his complaint. We look forward to your response, and please feel free to contact our office if you have any questions, comments or concerns.

Sincerely,



Kevin Mahoney, Esq.
MAHONEY LAW GROUP, APC