



January 14, 2026

VIA LWDA WEBSITE

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

Re: *Jesus Martinez v. All Power Systems, Inc, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Jesus Martinez in claims arising from his employment with All Power Systems, Inc, and DOES 1 through 100 (collectively “APSI”). Mr. Martinez is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to APSI’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Sections 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

APSI is in the business of commercial and industrial electric services and employs individuals to perform such work for various projects throughout Central and Southern California. Mr. Martinez commenced employment with APSI as a non-exempt employee from approximately March 2025 until approximately September 2025 as an Electrical Foreman, leading the electrical crew in the installation of underground conduits, pipes, devices, and general electrical services. Mr. Martinez worked Monday through Thursday from 6:00 am – 4:30 pm. Mr. Martinez was paid at a rate of approximately \$50.00 per hour at the time of his separation with APSI.

For purposes of this letter, the “aggrieved employees” whom Mr. Martinez seeks to represent are the other non-exempt employees of APSI in California at any time during the one year preceding the date of this letter through the present.

During Mr. Martinez’s employment with APSI, Mr. Martinez and other aggrieved employees were not paid for all hours worked due to APSI’s failures to properly account for all hours that Mr. Martinez and other aggrieved employees actually worked. Specifically, throughout their employment with APSI, Mr. Martinez and other aggrieved employees were periodically asked to work at temporary alternate work-site locations. On those occasions, Mr. Martinez and other aggrieved employees could travel as far as 75 miles away from their standard assigned worksite location. Despite having to travel for a significant time for the benefit of APSI, Mr. Martinez and other aggrieved employees were not compensated for this necessary travel time and were only permitted to clock in once

they arrived at the worksite. As a result of APSI's policies/practices regarding commuting to temporary alternate worksites, APSI failed to pay all requisite minimum, overtime, and/or double time wages owed to Mr. Martinez and other aggrieved employees.

Furthermore, Mr. Martinez and other aggrieved employees routinely worked in excess of 8 hours per workday but did not receive overtime compensation equal to one and one-half times their regular hourly rate of pay for working overtime hours. Specifically, Mr. Martinez and other aggrieved employees worked 10-hour shifts four days a week but were only compensated at their regular rate for these hours worked. APSI intentionally engaged in unlawful timekeeping practices that were designed to deny statutory overtime payments to which Mr. Martinez and other aggrieved employees were entitled, by intentionally refusing to pay all daily overtime in favor of only issuing overtime payments for daily hours worked in excess of 10 and/or weekly hours worked in excess of 40. This practice resulted in systemic underpayment of overtime wages to Mr. Martinez and other aggrieved employees.

Additionally, Mr. Martinez and other aggrieved employees were not authorized to take all legally required rest periods. Mr. Martinez and the other employees would be made to work through the entirety of their shifts and forced to forego rest periods in order to meet the intense workloads imposed on them by APSI. Due to specific instructions from APSI owner Mr. Chad Ferris, Mr. Martinez and the other aggrieved employees were not permitted to exercise any compliant duty-free rest periods. Despite APSI's failure to authorize and permit Mr. Martinez and other aggrieved employees to take all lawful paid rest periods, due to their uniform and unlawful practices, APSI never provided Mr. Martinez and other aggrieved employees with an hour of pay at their regular rate for each rest period violation as required by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, APSI maintained no payroll code or other mechanism for the payment of rest period premiums in the event Mr. Martinez and other aggrieved employees were not authorized to take lawful rest periods.

APSI also systemically failed to provide Mr. Martinez and other aggrieved employees with a timely duty-free second meal period when they worked shifts in excess of 10.0 hours. In addition, on those occasions when Mr. Martinez and the other aggrieved employees were not provided with all legally compliant meal periods to which they were entitled, APSI failed to compensate them with the required meal period premiums, as mandated by Labor Code § 226.7.

APSI failed to adequately reimburse Mr. Martinez and other aggrieved employees for all reasonable and necessary work expenditures, including but not limited to, requiring Mr. Martinez and other aggrieved employees to use their personal cellphones for the performance of their job duties and use their personal vehicles to drive to temporary alternative worksite locations. Mr. Martinez and other aggrieved employees were required to download an application on their personal cellular phones to clock in and out, receive their schedules, and communicate with team members. Mr. Martinez and other aggrieved employees were never provided any reimbursement for the necessary uses of their personal cellphones, which was mandated by the use of phone applications they were required to maintain. Additionally, on occasions when Mr. Martinez and other aggrieved employees were required to work temporarily at alternate work-site locations, they were

required to drive in their personal vehicles. Although alternate work-sites could be as far as 75 miles from their regular assigned worksite, Mr. Martinez and other aggrieved employees were not reimbursed for gas/mileage when they were made to drive their personal vehicles to the alternative work-sites for business purposes.

APSI failed to meet its obligations to provide paid sick leave to Mr. Martinez and other aggrieved employees under Labor Code § 245.5(b) which requires that employers authorize and permit its employees who worked 30 or more days within a year to accrue paid sick leave, and to allow them to exercise paid sick leave on or after their 90th day of employment. Despite meeting all of the statutory requirements for being able to accrue and utilize paid sick leave, Mr. Martinez and other aggrieved employees were not provided paid sick leave on those occasions where they needed to take a “sick day” in violation of Labor Code § 245.5(b).

As a result of APSI’s failure to pay all minimum and overtime wages, and failure to provide all required meal periods and authorize all rest periods or pay premium pay in lieu thereof, APSI has maintained inaccurate payroll records, failed to timely pay all wages owed to separating employees at the time of their separation, and issued inaccurate wage statements. Furthermore, APSI issued facially noncompliant wage statements in violation of Labor Code § 226(a)(8) which requires the legal name and address of the entity that is the employer be included on wage statements issued to employees. Specifically, Mr. Martinez and other aggrieved employees received wage statements from APSI identifying their employer as “APS, Inc”, an entity that has not been registered with the California Secretary of State. Despite “APS, Inc” not being an actively registered business entity with the State of California, APSI listed it as the employer entity on the wage statements issued to Mr. Martinez and other aggrieved employees throughout Mr. Martinez’s employment, and upon information and belief, continue to do so through the present.

APSI violated Labor Code § 204 by failing to pay Mr. Martinez and other aggrieved employees all wages earned at least twice during each calendar month.

Finally, APSI failed to conform to the requirements of Labor Code § 2810.5 by failing to provide Mr. Martinez and other aggrieved employees written notices, in the language normally used to communicate employment related information to the employees, containing information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the employer; v) the address of the legal entity that is the employer; vi) the telephone number of the employer; vii) identifying information for the employer’s workers’ compensation insurance carrier; and viii) information informing the employee of their right to accrue and use paid sick leave. Despite maintaining an obligation to provide these disclosures to Mr. Martinez and other aggrieved employees, APSI failed to do so in violation of Labor Code § 2810.5.

As described above, APSI committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 16 (“Wage Order 16”):

Minimum Wage Violations

APSI was required to pay Mr. Martinez and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. See Labor Code §§ 551, 552, 82.12, 1194; 1194.2, 1197; and Wage Order 16 § 4. As alleged above, APSI maintained and maintains timekeeping policies/practices that regularly, systematically, and impermissibly underreport the hours worked by Mr. Martinez and other aggrieved employee whether by rounding, time-shaving, or otherwise. As a result of these policies/practices, which fail to compensate for all hours worked, Mr. Martinez and other aggrieved employees of all required minimum wages.

Overtime Wage Violations

APSI was required to pay Mr. Martinez and other aggrieved employees overtime wages for all overtime hours worked. See Labor Code §§ 1194(a) and 1198; Wage Order 16, § 3. Wage Order 16, § 3 requires an employer to pay overtime wages when an employee's hours worked cross certain thresholds or meet certain criteria set forth in the Wage Order. At all times relevant herein, APSI caused Mr. Martinez and other aggrieved employees to work overtime hours but did not compensate Mr. Martinez and other aggrieved employees at one and one-half times their regular rate of pay for such hours.

Meal Period Violations

As alleged above, APSI failed to provide Mr. Martinez and other aggrieved employees with all required and compliant meal periods due to APSI's meal period policies/practices that often fail to provide 30 minute off-duty second meal periods before the end of the tenth hour of work. See Labor Code §§ 226.7 and 512; Wage Order 16, § 11. As a result, Mr. Martinez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. See Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

As alleged above, APSI also failed to authorize and permit Mr. Martinez and other aggrieved employees to take all required paid rest periods. See Labor Code §§ 226.7 and 516; Wage Order 16, § 12. As a result, Mr. Martinez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required paid rest periods. See Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Failure to Reimburse Necessary Business Expenses

APSI was subject to Labor Code § 2802, which states that “an employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.” APSI was subject to Labor Code § 2804, which states that “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 personal representative of any right or remedy to which he is entitled under the laws of this State.” As alleged herein, due to APSI’s unlawful reimbursement practices, APSI failed to indemnify Mr. Martinez and other aggrieved employees for all necessary business expenses incurred, as described in detail above.

Wage Statement Violations

APSI was required to furnish Mr. Martinez and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, and total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 16, § 7. As a result of APSI’s failure to pay all overtime wages, minimum wages, and failure to pay all required meal and rest period premium wages, APSI maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Martinez and other aggrieved employees in violation of Labor Code § 226. Furthermore, APSI issued facially noncompliant wage statements in violation of Labor Code § 226(a)(8) which requires the legal name and address of the entity that is the employer be included on wage statements issued to employees. Specifically, Mr. Martinez and other aggrieved employees received wage statements from APSI identifying their employer as “APS, Inc”, an entity that has not been registered with the California Secretary of State. Despite “APS, Inc” not being an actively registered business entity with the State of California, APSI listed it as the employer entity on the wage statements issued to Mr. Martinez and other aggrieved employees throughout Mr. Martinez’s employment, and upon information and belief, continue to do so through the present.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. APSI failed to timely pay Mr. Martinez and other aggrieved employees all of their final wages at the time of separation, which included all overtime and minimum wages, and all meal and rest period premium wages at the time of aggrieved employees’ separation of employment. Pursuant to Labor Code § 203, APSI’S failure to pay all final wages due to Mr. Martinez and other aggrieved employees was willful and, consequently, entitles Mr. Martinez and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day APSI failed to pay their final wages after their separation from employment, up to a maximum of thirty days.

As an “aggrieved employee,” Mr. Martinez will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil

penalties resulting from the wage and hour violations alleged herein. Based on Mr. Martinez's own investigation, and on information and belief, APSI committed and continue to commit the following Labor Code violations:

- a. APSI violated Labor Code §§ 551-552, 558, 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Mr. Martinez and other aggrieved employees the statutory minimum wage for all hours worked;
- b. APSI violated Labor Code §§ 204, 510, 551-552, 558, 1194, and 1198 by failing to pay Mr. Martinez and other aggrieved employees all overtime/doubletime compensation earned;
- c. APSI violated Labor Code §§ 226.7, 512, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Martinez and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- d. APSI violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Mr. Martinez and other aggrieved employees from taking all required paid rest periods, and/or failing to pay all rest period premiums to Mr. Martinez and other aggrieved employees at their respective regular rates of compensation;
- e. APSI violated and 2804 by failing to reimburse Mr. Martinez and other aggrieved employees for all work-related expenses incurred;
- f. APSI violated Labor Code § 226 by failing to furnish Mr. Martinez and other aggrieved employees with accurate and compliant itemized wage statements;
- g. APSI violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due upon separation of employment to Mr. Martinez and other aggrieved employees;
- h. APSI violated Labor Code § 204 by failing to pay Mr. Martinez and other aggrieved employees all wages earned at least twice during each calendar month; and
- i. APSI violated Labor Code § 245.5 by failing to permit and authorize Mr. Martinez and other aggrieved employees to exercise the use of their accrued paid sick leave days; and
- j. APSI violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Martinez and other aggrieved employees; and
- k. APSI violated Labor Code § 2810.5 by failing to provide legally mandated disclosures and/or written notices regarding the terms of employment of Mr. Martinez and other aggrieved employees.

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

Sincerely,

STANSBURY BROWN LAW, PC

A handwritten signature in black ink, appearing to read 'E. Surls', written over a horizontal line.

Ethan C. Surls

cc: All Power Systems, Inc

(via USPS certified mail)