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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ALAIN RAMIREZ, on behalf of the State of
California and Aggrieved Employees,

Plaintiff,

vs.

CAMERON ASHLEY BUILDING
PRODUCTS, INC.

Defendant.

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
5/6/2026 12:18 PM
By: Citlalli Batres, DEPUTY

Case No. CIVSB2613745

**COMPLAINT FOR PENALTIES PURSUANT
TO SECTIONS 2699(a) AND (f) OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

1 Plaintiff Alain Ramirez (“Plaintiff”), on behalf of the State of California and Aggrieved
2 Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action against Defendant Cameron Ashley Building
5 Products, Inc. (“Defendant”) on behalf of the State of California to collect penalties as a result of
6 Defendant’s systematic violations of California labor law with respect to Defendant’s non-exempt
7 hourly workers in the State of California (the “Aggrieved Employees”).

8 2. Plaintiff and Aggrieved Employees are current and former non-exempt, hourly workers
9 employed by Defendant in California.

10 3. Plaintiff challenges Defendant’s policies and practices of: (1) failing to pay Plaintiff
11 and Aggrieved Employees for all hours worked, including minimum wage and overtime wages; (2)
12 failing to authorize and permit Plaintiff and Aggrieved Employees to take compliant meal periods to
13 which they are entitled by law, and failing to pay premium compensation for non-compliant meal
14 periods; (3) failing to authorize and permit Plaintiff and Aggrieved Employees to take compliant rest
15 periods to which they are entitled by law, and failing to pay premium compensation for non-compliant
16 rest periods; (4) failing to provide Plaintiff and Aggrieved Employees true and accurate itemized wage
17 statements; and (5) failing to pay all wages due timely at separation.

18 4. Plaintiff, on behalf of the State of California, seeks to recover penalties and reasonable
19 attorneys’ fees for these violations pursuant to Sections 2699(a) and (f) of the California Labor Code
20 Private Attorneys General Act (“PAGA”).

21 **PARTIES**

22 5. Plaintiff and Aggrieved Employees are all current and former non-exempt, hourly
23 employees of Cameron Ashley Building Products, Inc. in the State of California. The Aggrieved
24 Employees work as, among other positions, hourly paid Warehouse Associates, Delivery Associates,
25 and other hourly non-exempt employees in California.

26 6. Plaintiff Alain Ramirez is an individual over the age of eighteen and, at all times
27 relevant to this Complaint, was a resident of the State of California.

28 7. Plaintiff worked for Defendant as a Warehouse Associate / Delivery Associate in

1 Ontario, California, from approximately September 22, 2025, through December 31, 2025.

2 8. Plaintiff is informed, believes, and thereon alleges that Cameron Ashley Building
3 Products, Inc. is a Georgia corporation with its principal place of business located in Greer, South
4 Carolina. Cameron Ashley Building Products, Inc. is registered to do business in the State of California
5 and does business in the State of California. Cameron Ashley Building Products, Inc. may be served
6 with process by serving its registered agent, CT Corporation System at 330 N. Grand Blvd., Suite 700,
7 Glendale, CA 91203.

8 9. Plaintiff is informed, believes, and thereon alleges that Defendant employs hundreds
9 of hourly, non-exempt workers similarly situated to Plaintiff in California. Plaintiff is informed,
10 believes, and thereon alleges that, in California, Defendant owns, operates, and/or manages locations
11 in this county. Plaintiff is informed, believes, and thereon alleges that Defendant employs Aggrieved
12 Employees, among other hourly employees, in this County and throughout California.

13 10. At all material times, Defendant does business under the laws of California, has places
14 of business in the State of California, including in this County, and employs Aggrieved Employees in
15 this County. Defendant is a “person” as defined in Cal. Lab. Code § 18 and Cal. Bus. & Prof. Code §
16 17201. Defendant is also an “employer” as that term is used in the California Labor Code and the IWC
17 Wage Orders.

18 11. Defendant employs Plaintiff and Aggrieved Employees because Defendant, directly or
19 indirectly, controls the employment terms, pay practices, timekeeping practices, and daily work of
20 Plaintiff and Aggrieved Employees.

21 **SUBJECT MATTER JURISDICTION AND VENUE**

22 12. Venue is proper in this County pursuant to Cal. Code Civ. Proc. §§ 393 and/or 395.5.
23 Defendant conducts business and employs Aggrieved Employees in this County, and therefore the
24 liability and the cause, or some part of the cause, arose in this County.

25 13. This Court has jurisdiction over Plaintiff’s claims for penalties pursuant to the PAGA.
26 The Court also has jurisdiction over Defendant because it is a corporation authorized to do business
27 in the State of California, and because Defendant does in fact do business and employs workers in the
28 State of California.

FACTUAL ALLEGATIONS

14. Cameron Ashley Building Products, Inc. engages in the distribution of construction-related products and operates in the State of California.

15. Plaintiff worked for Defendant as a Warehouse Associate / Delivery Associate in Ontario, California, from approximately September 22, 2025, through December 31, 2025. Although Plaintiff's shifts varied in length, Plaintiff usually worked at least eight (8) hours or more per shift for approximately five (5) or more shifts per week. Plaintiff's weekly hours vary, but on average, Plaintiff works in excess of 40 hours per week.

16. Defendant pays Aggrieved Employees, including Plaintiff, on an hourly rate basis. Plaintiff was compensated at an hourly rate of \$25.00.

17. Plaintiff is informed, believes, and thereon alleges that Defendant employs and has employed hundreds of hourly, non-exempt workers similarly situated to Plaintiff in California.

18. Plaintiff is informed, believes, and based thereon, alleges that Aggrieved Employees are employed by Defendant in a similar manner throughout the State of California, including in this County, and perform work materially similar to Plaintiff.

19. Aggrieved Employees perform their jobs under Defendant's supervision using materials and technology approved and supplied by Defendant.

20. Aggrieved Employees are required to follow and abide by Defendant's common work, time, and pay policies and procedures in the performance of their jobs.

21. At the end of each pay period, Aggrieved Employees receive wages from Defendant that are determined by common systems and methods that Defendant selects and controls.

22. Plaintiff is informed, believes, and thereon alleges that Defendant's policies and practices have at all relevant times been similar for Plaintiff and Aggrieved Employees, regardless of location in the State of California. Upon information and belief, Aggrieved Employees worked more than eight (8) hours per day and more than forty (40) hours in at least one workweek during the one (1) year before this Complaint was filed.

23. Defendant regularly fails to provide Plaintiff and Aggrieved Employees with compliant

1 meal breaks. Defendant's policies, practices, and procedures require them to routinely skip their meal
2 breaks, take late meal breaks, or cut meal breaks short. This includes, but is not limited to, requiring
3 Plaintiff and Aggrieved Employees to handle work-related tasks or respond to work-related
4 communications while on their meal breaks. This time spent working off-the-clock goes unrecorded
5 and therefore uncompensated.

6 24. Specifically, Plaintiff's and Aggrieved Employees' meal periods are regularly
7 interrupted or taken late due to Defendant's requirement that they respond to work-related inquiries or
8 tasks, such as messages from their supervisors requesting that they return to the warehouse due to
9 work volume, which would then at times cause the meal period to be taken after the fifth hour of
10 work. They are also required by Defendant to remain effectively on call during their meal breaks and
11 return to work upon request, even if their meal period had not elapsed in its entirety.

12 25. When Plaintiff and Aggrieved Employees do attempt to take a meal break, such meal
13 breaks are untimely, interrupted, and/or shortened, i.e., after the end of the fifth hour of work and/or
14 less than thirty minutes. This includes, but is not limited to, frequent interruptions with work-
15 related requests or questions, and/or requests from management to return to work before their meal
16 break has elapsed. This time spent working off-the-clock goes unrecorded and therefore
17 uncompensated.

18 26. As a result, they are not provided duty-free, uninterrupted, and timely thirty-minute
19 meal periods during which they are completely relieved of any duty by the end of the fifth hour of
20 work. Plaintiff and Aggrieved Employees do not receive premium payments at the regular rate for
21 these untimely, interrupted and/or shortened meal breaks.

22 27. Further, Defendant regularly fails to provide Plaintiff and Aggrieved Employees
23 with compliant rest breaks. Defendant's policies, practices, and procedures
24 require Plaintiff and Aggrieved Employees to routinely skip rest breaks, or cut rest breaks short, yet
25 do not provide them with all the proper requisite premium payments for missed rest breaks. This
26 includes, but is not limited to, requiring Plaintiff and Aggrieved Employees to handle work-related
27 tasks that prevent them from taking their rest breaks. Plaintiff and Aggrieved Employees do not
28 receive premium payments at the regular rate for these missed and/or interrupted rest breaks.

1 28. Defendant routinely requires Plaintiff and Aggrieved Employees to perform work off-
2 the-clock and without compensation. This includes, but is not limited to, requiring Plaintiff
3 and Aggrieved Employees to interrupt and/or skip meal breaks and rest breaks, as well as working off-
4 the-clock outside regular working hours to complete deliveries that have not been completed during
5 regular hours, all without proper compensation.

6 29. Defendant also fails to compensate Plaintiff and Aggrieved Employees at the overtime
7 premium rate for hours worked in excess of forty (40) hours a week, Specifically, Defendant requires
8 Plaintiff and Aggrieved Employees to work off the clock after they have completed their regular
9 working hours to correspond with customers and set up deliveries that have not been completed during
10 regular shift hours. Defendant's policy and practice of requiring Plaintiff and Aggrieved Employees to
11 perform uncompensated overtime work results in unpaid earned wages. Upon information and belief,
12 Defendant, across California, institutes a similar policy and/or practice of not compensating employees
13 for overtime work, which results in hundreds of Aggrieved Employees performing services for the
14 benefit of Defendant without compensation, contrary to law. Defendant's failure to timely pay these
15 wages was/is willful and/or intentional.

16 30. Defendant's common course of wage-and-hour abuse also includes routinely failing to
17 maintain true and accurate records of the hours worked by Plaintiff and Aggrieved Employees.

18 31. Additionally, because of the aforementioned violations, Plaintiff and Aggrieved
19 Employees have been provided with untrue and inaccurate wage statements as such statements do not
20 include payment for all hours worked, including minimum wages, overtime, and premium pay for
21 missed meal and rest breaks.

22 32. Further, Defendant does not provide Plaintiff and Aggrieved Employees who are
23 former workers of Defendant with full payment of all wages owed upon separation from employment.
24 At the time their employment ends, Aggrieved Employees are owed wages for all time worked,
25 including overtime and premium pay for non-compliant meal periods, whether their termination was
26 voluntary or involuntary; yet Defendant has failed to provide Plaintiff and Aggrieved Employees with
27 such payments within the required time period. As a result, and pursuant to the California Labor Code,
28 Defendant is subject to waiting time penalties.

33. Defendant's conduct has been knowing, willful, and carried out in bad faith, and has caused significant damages to Plaintiff and Aggrieved Employees in an amount to be determined at trial. Defendant did not take requisite reasonable steps to ensure that Plaintiff and Aggrieved Employees were provided timely and compliant meal and rest breaks, premium pay for missed or non-compliant breaks, compensated for all hours worked, or accurate wage statements, and timely paid for all wages at separation. Plaintiff is informed, believes, and thereon alleges that Defendant knew or should have known that Plaintiff and Aggrieved Employees regularly do not receive timely and compliant meal and rest breaks, premium pay for missed or non-compliant breaks, payment for all hours worked, or accurate wage statements, and that Defendant does not timely pay all final wages. Thus, Defendants' denial of wages and compliant meal and rest periods and related premium pay, failure to pay for all hours worked, failure to provide complete and accurate wage statements, and failure to timely pay all final wages is and/or was deliberate and willful.

34. Plaintiff is informed, believes, and thereon alleges that Defendant's unlawful conduct has been widespread, repeated, and consistent as to Aggrieved Employees and throughout Defendant's operations in the State of California.

FIRST CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(f)

(Failure to Pay Overtime Premiums)

(On Behalf of the State of California and Aggrieved Employees)

35. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

36. Cal. Lab. Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

37. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,

1 commission basis or method of calculation.”

2 38. IWC Wage Order 7-2001(2)(H) defines hours worked as “the time during which an
3 employee is subject to the control of an employer and includes all the time the employee is suffered
4 or permitted to work, whether or not required to do so.”

5 39. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
6 conditions that violate the Wage Orders.

7 40. Cal. Lab. Code § 510 provides, in relevant part:

8 Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one
9 workday and any work in excess of 40 hours in any one workweek and the first eight
10 hours worked on the seventh day of work in any one workweek shall be compensated
11 at the rate of no less than one and one-half times the regular rate of pay for an employee.
12 Any work in excess of 12 hours in one day shall be compensated at the rate of no less
13 than twice the regular rate of pay for an employee. In addition, any work in excess of
14 eight hours on any seventh day of a workweek shall be compensated at the rate of no
15 less than twice the regular rate of pay of an employee. Nothing in this section requires
16 an employer to combine more than one rate of overtime compensation in order to
17 calculate the amount to be paid to an employee for any hour of overtime work.

18 41. Cal. Lab. Code § 1194 provides, in relevant part:

19 Notwithstanding any agreement to work for a lesser wage, any employee receiving less
20 than the legal minimum wage or the legal overtime compensation applicable to the
21 employee is entitled to recover in a civil action the unpaid balance of the full amount
22 of this minimum wage or overtime compensation, including interest thereon,
23 reasonable attorney’s fees, and costs of suit.

24 42. Defendant’s policies and practices result in payment of wage and overtime violations.

25 43. To the extent than any violation alleged herein does not carry penalties under Cal. Lab.
26 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period
27 in which Plaintiff and an Aggrieved Employee was aggrieved, in the amounts established by Cal. Lab.
28 Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and
29 Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal.
30 Lab. Code §§ 510 1194, 1198, IWC Wage Order 7-2001, and any other violation alleged herein which
31 does not carry penalties under Cal. Lab. Code § 2699(a).

32 44. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on February 26, 2026, Plaintiff
33 provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to
34 file this claim. On February 26, 2026, Plaintiff mailed Defendant a copy of such notice via certified

1 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff
2 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
3 Code § 2699.3(a).

4 45. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
5 Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

6 46. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
7 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees
8 and costs as set forth below.

9 47. Wherefore, Plaintiff request relief as hereinafter provided.

10 **SECOND CAUSE OF ACTION**

11 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

12 **(Failure to Pay Minimum Wages)**

13 **(On Behalf of the State of California and Aggrieved Employees)**

14 48. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
15 herein.

16 49. Cal. Lab. Code § 2699(f) provides:

17 For all provisions of this code except those for which a civil penalty is specifically
18 provided, there is established a civil penalty for a violation of these provisions, as
19 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
20 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee
per pay period for the initial violation and two hundred dollars (\$200) for each
aggrieved employee per pay period for each subsequent violation.

21 50. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees
22 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
23 commission basis or method of calculation.”

24 51. Cal. Lab. Code § 204(a) provides that “[a]ll wages ... earned by any person in any
25 employment are due and payable twice during each calendar month....” and “[l]abor performed
26 between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th
27 and the 26th day of the month during which the labor was performed, and labor performed between
28 the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th

1 day of the following month.”

2 52. IWC Wage Order 7-2001(2)(H) defines hours worked as “the time during which an
3 employee is subject to the control of an employer and includes all the time the employee is suffered
4 or permitted to work, whether or not required to do so.”

5 53. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
6 conditions that violate the Wage Orders.

7 54. Defendant’s policies and practices result in failure to pay all wages, including off-the-
8 clock work, timely under the timeframes set forth in Cal. Lab. Code § 204.

9 55. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in
10 which Plaintiff and an Aggrieved Employee was aggrieved, in the amounts established by those
11 sections, including but not limited to penalties under Cal. Lab. Code § 210. Plaintiff seeks penalties
12 pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal. Lab.
13 Code provisions including, but not limited to, Cal. Lab. Code §§ 204, 1198, IWC Wage Order 7-2001,
14 and any other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a),
15 for Defendant’s failure to pay minimum wages.

16 56. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on February 26, 2026, Plaintiff
17 provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to
18 file this claim. On February 26, 2026, Plaintiff mailed Defendant a copy of such notice via certified
19 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff
20 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
21 Code §§ 2699.3(a) and (c).

22 57. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
23 Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

24 58. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
25 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees
26 and costs as set forth below.

27 59. Wherefore, Plaintiff requests relief as hereinafter provided.

28 ///

THIRD CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(f)

(Meal and Rest Period Premiums)

(On Behalf of the State of California and Aggrieved Employees)

Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

2. Cal. Lab. Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

3. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or method of calculation.”

4. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under conditions that violate the Wage Orders.

5. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 7-2001 require Defendants to authorize, permit, and/or make available timely and compliant meal to their employees. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 7-2001 prohibit employers from employing an employee for more than five (5) hours without a meal period of not less than thirty (30) minutes, and from employing an employee more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes.

6. Cal. Lab. Code § 226.7 and IWC Wage Order 7-2001 require Defendants to pay employees one additional hour of pay at their regular rate of compensation for each workday that a timely, compliant meal or rest period is not provided.

7. Defendant’s policies and practices result in meal periods violations and Defendant’s failure to pay proper premium payments for non-compliant meal breaks.

8. To the extent that any violation alleged herein does not carry penalties under Cal. Lab. Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period

1 in which Plaintiff and Aggrieved Employees was aggrieved, in the amounts established by Cal. Lab.
2 Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and
3 Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal.
4 Lab. Code §§ 226.7, 512, 1198, IWC Wage Order 7-2001, and any other violation alleged herein which
5 does not carry penalties under Cal. Lab. Code § 2699(a).

6 9. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on February 26, 2026, Plaintiff
7 provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to
8 file this claim. On February 26, 2026, Plaintiff mailed Defendant a copy of such notice via certified
9 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff
10 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
11 Code § 2699.3(a) and (c).

12 10. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
13 Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

14 11. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
15 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees
16 and costs as set forth below.

17 12. Wherefore, Plaintiff requests relief as hereinafter provided.

18 **FOURTH CAUSE OF ACTION**

19 **Penalties Pursuant to Cal. Lab. Code § 2699(a)**

20 **(Failure to Provide True and Accurate Itemized Wage Statements)**

21 **(On Behalf of the State of California and Aggrieved Employees)**

22 13. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
23 herein.

24 14. Cal. Lab. Code § 2699(a) provides:

25 Notwithstanding any other provision of law, any provision of this code that provides
26 for a civil penalty to be assessed and collected by the Labor and Workforce
27 Development Agency or any of its departments, divisions, commissions, boards,
28 agencies, or employees, for a violation of this code, may, as an alternative, be recovered
through a civil action brought by an aggrieved employee on behalf of himself or herself
and to other current or former employees.

15. Cal. Lab. Code § 226(a) provides:

An employer, semimonthly or at the time of each payment of wages, shall furnish to their employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

16. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

17. Cal. Lab. Code § 226.3 provides:

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. The civil penalties provided for in this section are in addition to any other penalty provided by law.

18. Cal. Lab. Code § 226 also requires employers to keep records required to be maintained under § 226(a) for at least three (3) years.

19. Cal. Lab. Code § 1174(d) provides, in relevant part:

[Employers shall] [k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission...

20. Cal. Lab. Code § 1174.5 provides, in relevant part:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by

subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

21. IWC Wage Order 7-2001, Section 7, provides, in relevant part:

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

(3) ... Time records showing when the employee begins and ends each work period....

(4) Total wages paid each payroll period...

(5) Total hours worked during the payroll period and applicable rates of pay...

(B) Every employer who has control over wages, hours, or working conditions shall semimonthly or at the time of each payment of wages furnish each employee an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item. (See Labor Code Section 226.) This information shall be furnished either separately or as a detachable part of the check, draft, or voucher paying the employee's wages....

22. Defendant's policies and practices result in failure to issue compliant itemized wage statements containing all of the information required under Cal. Lab. Code § 226 and to maintain all records required under Cal. Lab. Code §§ 226 and 1174.

23. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for each pay period in which Plaintiff and an Aggrieved Employee was aggrieved, in the amounts established by those sections, including but not limited to penalties under Cal. Lab. Code §§ 226.3, 226(e)(1), and 1174.5. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for Plaintiff and Aggrieved Employees for each failure by Defendant, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a). Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendant, alleged above, to maintain records in compliance with Cal. Lab. Code §§ 226 and 1174 and IWC Wage Order 7-2001.

24. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on February 26, 2026, Plaintiff provided the Labor and Workforce Development Agency ("LWDA") with notice of his intention to file this claim. On February 26, 2026, Plaintiff mailed Defendant a copy of such notice via certified mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.

1 Code §§ 2699.3(a) and (c).

2 25. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
3 Employees, and himself as set forth in Cal. Lab. Code § 2699.

4 26. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
5 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees
6 and costs as set forth below.

7 27. Wherefore, Plaintiff requests relief as hereinafter provided.

8 **FIFTH CAUSE OF ACTION**

9 **Penalties Pursuant to Cal. Lab. Code § 2699(a)**

10 **(Waiting Time Penalties)**

11 **(On Behalf of the State of California and Aggrieved Employees)**

12 28. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
13 herein.

14 29. Cal. Lab. Code § 2699(a) provides:

15 Notwithstanding any other provision of law, any provision of this code that provides
16 for a civil penalty to be assessed and collected by the Labor and Workforce
17 Development Agency or any of its departments, divisions, commissions, boards,
18 agencies, or employees, for a violation of this code, may, as an alternative, be recovered
19 through a civil action brought by an aggrieved employee on behalf of himself or herself
20 and to other current or former employees.

21 30. Cal. Lab. Code §§ 201 and 202 require employers to immediately pay wages earned
22 and unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after
23 he or she quits, at the latest.

24 31. Cal. Lab. Code § 203 provides, in relevant part:

25 If an employer willfully fails to pay, without abatement or reduction, in accordance
26 with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged
27 or who quits, the wages of the employees shall continue as a penalty from the due date
28 thereof at the same rate paid or until an action therefor is commenced; but the wages
shall not continue for more than 30 days.

32. Cal. Lab. Code § 256 provides: "The Labor Commissioner shall impose a civil penalty
in an amount not exceeding 30 days' pay as waiting time under the terms of Section 203."

33. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by

1 Defendant, as alleged above, to timely pay all wages owed to Plaintiffs and the Aggrieved Employees
2 in compliance with Cal. Lab. Code §§ 201-202 and in the amounts established by Cal. Lab. Code §§
3 203 and 256.

4 34. Cal. Lab. Code § 226(a) provides:

5 Every employer shall, semimonthly or at the time of each payment of wages, furnish
6 each of his or her employees, either as a detachable part of the check, draft, or voucher
7 paying the employee's wages, or separately when wages are paid by personal check or
8 cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)
9 total hours worked by the employee, except for any employee whose compensation is
10 solely based on a salary and who is exempt from payment of overtime under
11 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
12 Commission, (3) the number of piece-rate units earned and any applicable piece-rate
13 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all
14 deductions made on written orders of the employee may be aggregated and shown as
15 one item, (5) net wages earned, (6) the inclusive dates of the period for which the
16 employee is paid, (7) the name of the employee and his or her social security number,
17 (8) the name and address of the legal entity that is the employer, and (9) all applicable
18 hourly rates in effect during the pay period and the corresponding number of hours
19 worked at each hourly rate by the employee.

20 35. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

21 An employee suffering injury as a result of a knowing and intentional failure by an
22 employer to comply with subdivision (a) is entitled to recover the greater of all actual
23 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
24 one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
25 not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to
26 an award of costs and reasonable attorney's fees.

27 36. Cal. Lab. Code § 226.3 provides:

28 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. The civil penalties provided for in this section are in addition to any other penalty
provided by law.

37. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure
by Defendants, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized
wage statement in compliance with Cal. Lab. Code § 226(a) in the amounts established by Cal. Lab.
Code § 226.3. In addition, Plaintiff seeks penalties in the amount established by Cal. Lab. Code §
226(e)(1).

38. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on February 26, 2026, Plaintiff provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to file this claim. On February 26, 2026, Plaintiff mailed Defendant a copy of such notice via certified mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiffs satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

39. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and himself as set forth in Cal. Lab. Code § 2699.

40. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

41. Wherefore, Plaintiff requests relief as hereinafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

1. For the Court to declare, adjudge, and decree that Defendant has violated the Cal. Lab. Code as alleged herein;
2. For an order awarding the State of California, Plaintiff, and Aggrieved Employees civil penalties provided under the PAGA;
3. For an award of reasonable attorneys' fees as provided by the Cal. Lab. Code § 2699(g)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;
4. For all costs of suit; and
5. For such other and further relief as this Court deems just and proper.

Date: May 6, 2026

Respectfully Submitted,

/s/ Robert E. Morelli, III
Carolyn H. Cottrell
Ori Edelstein
Robert E. Morelli, III
SCHNEIDER WALLACE
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Colette Mahon
**LAWYERS FOR EMPLOYEE
AND CONSUMER RIGHTS**

Attorneys for Plaintiff, on behalf of the State of California and Aggrieved Employees

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Respectfully Submitted,

Date: May 6, 2026

/s/ Robert E. Morelli, III
Carolyn H. Cottrell
Ori Edelstein
Robert E. Morelli, III
**SCHNEIDER WALLACE
COTTRELL KIM LLP**

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**LAWYERS FOR EMPLOYEE
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Attorneys for Plaintiff, on behalf of the State of California and Aggrieved Employees