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8 Attorneys for Plaintiff William Batt,
9 on behalf of himself and all “aggrieved employees”
10 pursuant to Labor Code § 2698 *et seq.*

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County of San Joaquin
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

WILLIAM BATT, on behalf of himself and all
“aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

MI WINDOWS AND DOORS, LLC, a
Delaware limited liability company, and DOES
1 through 10, inclusive,

Defendants.

CASE NO:

**REPRESENTATIVE ACTION COMPLAINT
FOR PENALTIES PURSUANT TO LABOR
CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 204, 226(a), 226.7, 227.3, 246,
510, 512, 558, 1174, 1174.5, AND 1194 AND
PURSUANT TO LABOR CODE § 2699(a) FOR
VIOLATIONS OF LABOR CODE §§ 210, 226.3,
AND 558**

1 Plaintiff WILLIAM BATT (“Plaintiff”), on behalf of himself and others as an “aggrieved
2 employee” under the Labor Code Private Attorneys General Act of 2004, complains of MI
3 WINDOWS AND DOORS, LLC, a Delaware limited liability company, and any subsidiaries or
4 affiliated companies (hereinafter referred to as “Defendants”) as follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

7 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
8 Plaintiff and their other non-exempt California employees who currently work or formerly worked
9 for Defendants (“Aggrieved Employees”).

10 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
11 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to
12 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
13 consistent policies of:

14 a. Failing to properly compute bonuses, commissions, and/or other non-base
15 hourly wages earned by Plaintiff and other Aggrieved Employees into their regular rate of pay
16 for purposes of paying them meal and rest period premiums, overtime wages, vacation wages,
17 and sick pay wages at the correct rates, in violation of Labor Code §§ 226.7, 227.3, 246, 510,
18 512, 558, and 1194. Defendants paid Plaintiff and other Aggrieved Employees bonuses,
19 commissions, and/or other non-base hourly wages; however, Defendants failed to properly
20 blend these forms of pay, and instead paid Plaintiff and Aggrieved Employees meal and rest
21 period premiums, overtime wages, vacation wages, and sick pay wages based only on the base
22 hourly rate of pay, thus depriving Plaintiff and other Aggrieved Employees of all meal and
23 rest period premiums, overtime wages, vacation wages, and sick pay wages earned;

24 b. Failing to pay premium wages to Plaintiff and other Aggrieved Employees who
25 were denied meal periods. Plaintiff and other Aggrieved Employees were routinely denied,
26 and not authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every
27 shift worked that exceeded five hours, or a second proper, timely, uninterrupted, 30-minute
28 meal period for every shift worked that exceeded ten hours but were not paid premium wages

1 of one hour's pay for each missed first or second meal period. Plaintiff and Aggrieved
2 Employees are required to clock out for their meal period before the end of the fifth hour of
3 work (to show a legally compliant meal period) continue working, without compensation, and
4 take their meal period at a later (noncompliant) time. This also results in unpaid minimum
5 and overtime wages, and a record keeping violation for failing to record the actual start and
6 stop times for meal periods. This violates Labor Code §§ 226.7, 512, 558, 510, 1174 1174.5,
7 1194, and IWC Wage Order 4-2001;

8 c. Failing to pay premium wages to Plaintiff and other Aggrieved Employees who
9 were denied rest periods. Plaintiff and Aggrieved Employees were routinely unable to take a
10 10-minute, off-duty rest period for every four (4) hours of work or major fraction thereof, but
11 were not paid premium wages of one hour's pay for each missed rest period. If Plaintiff and
12 Aggrieved Employees were able to take a rest period, as with meal periods, they were also
13 late, interrupted, cut short, or on-duty. Plaintiff and Aggrieved Employees are frequently too
14 busy to take a rest period, our they would be taken while driving (which is not a compliant
15 rest period). This violates Labor Code §§ 226.7 and 558 and IWC Wage Order No. 4-2001;

16 d. Failing to timely pay Plaintiff and Aggrieved Employees all wages due during
17 their employment, in violation of Labor Code §§ 204 and 210. Defendants pay Plaintiff and
18 other Aggrieved Employees on a bi-weekly basis, but fails to issue them all their bonus wages
19 within seven calendar days of the conclusion of the payroll period when those bonus wages
20 are earned, as required by Labor Code § 204(a). Instead, Defendants routinely deferred
21 payment of these bonus wages to later payroll periods, including through the use of lump-sum
22 "bonus" or incentive payments that compensated Plaintiff and other Aggrieved Employees for
23 work performed in prior pay periods. These delays were not based on any legitimate inability
24 to calculate the commissions, but rather were the result of uniform payroll practices that
25 postponed payment of earned wages in violation of Labor Code § 204. This subjects
26 Defendants to penalties as authorized by Labor Code § 210; and

27 e. Failing to provide Plaintiff and other Aggrieved Employees with wage
28 statements that fully and accurately itemized the requirements set forth in Labor Code §

226(a). Plaintiff and other Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendants failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding numbers of hours worked at each rate, in violation of Labor Code §§ 226(a)(9) and 226.3. Furthermore, and independent of the above allegations, the wage statements issued to Plaintiff and Aggrieved Employees fails to set forth all applicable hourly rates in effect during the pay period and the corresponding numbers of hours worked at each rate, in violation of Labor Code §§ 226(a)(9) and 226.3. Specifically, Defendants fail to set forth the applicable overtime rate when overtime wages are earned.

3. Plaintiff, on behalf of himself and all Aggrieved Employees pursuant to Labor Code § 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395. The Labor Code violations alleged against Defendants herein arose in San Joaquin County, California.

III.

PARTIES

A. Plaintiff

5. Plaintiff WILLIAM BATT has been employed by Defendants since August 2020 in San Joaquin County, California as a non-exempt employee with the job title of "Field Technician II."

B. Defendant

6. Defendant MI WINDOWS AND DOORS, LLC is a Delaware limited liability company that employed Plaintiff and Aggrieved Employees throughout California, including San Joaquin County.

7. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who

1 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
2 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
3 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will
4 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
5 designated hereinafter as DOES when such identities become known.

6 8. Plaintiff is informed and believes, and based thereon alleges, that each of the
7 Defendants acted in all respects pertinent to this action as the agent of the other Defendants, carried
8 out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each of the
9 Defendants is legally attributable to the other Defendants.

10 9. The Defendants named herein as DOE 1 through DOE 10 are and are persons acting
11 on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more
12 provisions of the California Labor Code as alleged herein.

13 IV.

14 CAUSES OF ACTION

15 FIRST CAUSE OF ACTION

16 **PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS**
17 **CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF**
18 **LABOR CODE §§ 204, 226(a), 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, AND 1194 AND**
19 **PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF**
20 **LABOR CODE §§ 210, 226.3, AND 558**

21 10. Plaintiff incorporates paragraphs 1 through 9 of this Complaint as though fully set forth
22 herein.

23 11. As a result of the acts alleged above, including the Labor Code violations set forth in
24 paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

25 12. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to
26 civil penalties subject to the following formula:
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- a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 204, 226(a), 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, and 1194; and
- b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor Code §§ 210, 226.3, and 558.

13. Civil penalties recovered will be allocated 65% to the Labor and Workforce Development Agency, and 35% to the affected employees.

14. On February 25, 2026 and March 18, 2026, Plaintiff sent letters, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of February 25, 2026 and March 18, 2026. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff and the Aggrieved Employees he seeks to represent request relief as described below.

V.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;
2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1) and other applicable law;
3. An award of attorneys' fees pursuant to Labor Code §§ 2699(g)(1) and other applicable law; and
4. Such other and further relief as this Court may deem just and proper.

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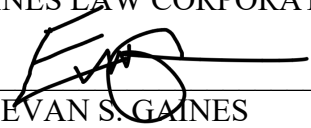
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1 Dated: May 22, 2026

Respectfully submitted,

2 GAINES LAW CORPORATION

3 By: 
4 EVAN S. GAINES
5 Attorneys for Plaintiff