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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA**

JOHN SANDERS, on behalf of the State of
California and Aggrieved Employees,

Plaintiff,

vs.

CLEAN HARBORS ENVIRONMENTAL
SERVICES, INC., a foreign corporation; and
DOES 1 through 50, inclusive,

Defendant.

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County of Santa Clara,
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Case No. 26CV492764

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

1 Plaintiff John Sanders (“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 Clean Harbors
5 Environmental Services, Inc. (“Defendant” or “Clean Harbors”) on behalf of the State of California
6 and all former and current individuals who worked as truck drivers for Defendant in the State of
7 California while classified as independent contractors by Defendant at any time during the relevant
8 time period (the “Aggrieved Employees”).

9 2. Throughout the relevant time period, Clean Harbors misclassified Plaintiff and
10 Aggrieved Employees as independent contractors. In fact, Plaintiffs and Aggrieved Employees
11 Aggrieved Employees are employees for purposes of the California Labor Code and the IWC wage
12 orders under California’s Assembly Bill (“AB”) No. 5.

13 3. Because Plaintiff and Aggrieved Employees are misclassified as independent
14 contractors, Clean Harbors fails to provide them all guaranteed meal and rest breaks in violation of
15 Labor Code §§226.7, 512, 1198, and the applicable IWC Wage Order.

16 4. In addition, because Plaintiff and Aggrieved Employees are misclassified as
17 independent contractors Clean Harbors fails to pay Plaintiff and Aggrieved Employees all legally due
18 overtime compensation. Clean Harbors also does not provide at least minimum wages for all time that
19 Plaintiff and Aggrieved Employees are subject to the control of Clean Harbors, including but not
20 limited to, mandatory pre and post trip inspections performed by Plaintiff and Aggrieved Employees
21 as well as weekly meetings mandatory for all drivers under Clean Harbors’ employ.

22 5. Because Plaintiff and Aggrieved Employees are misclassified as independent
23 contractors (or in addition to this issue), Plaintiff and Aggrieved Employees are required to pay for
24 their own fuel costs, insurance, maintenance, oil changes, tire expenses, and vehicle repairs. Clean
25 Harbors has failed and fails to reimburse Plaintiff and Aggrieved Employees for such business
26 expenditures in violation of Labor Code §2802. Clean Harbors also makes use of Plaintiff and
27 Aggrieved Employees’ personal cellphones for work purposes, despite providing them with a work or
28 company phone.

6. In addition, because Plaintiff and Aggrieved Employees are misclassified as independent contractors (or in addition to this issue), Clean Harbors fails to provide Plaintiff and Aggrieved Employees accurate itemized wage statements that reflect the total hours worked, the gross and net wages earned, all deductions, and applicable hourly rates, in violation of Labor Code §226.

7. Finally, because Plaintiff and Aggrieved Employees Aggrieved Employees are misclassified as independent contractors (or in addition to this issue), Clean Harbors fails to provide Aggrieved Employees Aggrieved Employees who have separated from the company with all wages earned, in violation of Labor Code §§201-203.

8. Plaintiff and Aggrieved Employees bring this action to challenge Defendant's policies and practices of (1) willfully misclassifying Plaintiff and Aggrieved Employees as independent contractors; (2) failing to provide Plaintiff and Aggrieved Employees compliant meal periods, or pay premium wages in lieu thereof; (3) failing to provide Plaintiff and Aggrieved Employees compliant rest periods, or pay premium wages in lieu thereof; (4) failing to pay Plaintiff and Aggrieved Employees all overtime wages owed; (5) failing to pay Plaintiff and Aggrieved Employees all minimum wages owed; (6) failing to reimburse Plaintiff and Aggrieved Employees for necessary business expenses; (7) failing to provide Plaintiff and Aggrieved Employees accurate, itemized wage statements; and (8) failing to timely pay Plaintiff and Aggrieved Employees who are Defendant's former employees full wages upon separation from employment.

9. Plaintiff seeks penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

JURISDICTION AND VENUE

10. This Court has jurisdiction over Plaintiff's claims for penalties pursuant to the PAGA. The Court also has jurisdiction over Defendant because Defendant does business in the State of California and is registered with the California Secretary of State.

11. Venue is proper in this judicial district pursuant to Cal. Code Civ. Proc. §§ 393 and/or 395.5. Defendant conducts business in this county, employs Aggrieved Employees in this county, has jobsites in this county, and therefore liability, as well as the cause, or some part of the cause, arose in this county.

PARTIES

12. Plaintiff and Aggrieved Employees are all former and current individuals who worked as truck drivers for Defendant in the State of California while classified as independent contractors by Defendant at any time during the relevant time period.

13. Plaintiff is an individual over the age of eighteen, and at all times relevant to this Complaint was a resident of California. Plaintiff was employed as a Truck Driver by Defendant in San Jose, California from approximately November 2023 to December 12, 2025.

14. Plaintiff is informed, believes, and thereon alleges that Defendant Clean Harbors Environmental Services, Inc. is a Massachusetts corporation with its principal place of business in Norwell, Massachusetts. At all relevant times, Clean Harbors has done business under the laws of California, has had places of business in California, including in this judicial district, and has employed Aggrieved Employees Aggrieved Employees in this judicial district. Clean Harbors is a “person” as defined in Labor Code § 18 and Business and Professions Code § 17201, and also an “employer” as that term is used in the Labor Code and the applicable IWC Wage Order regulating wages, hours, and working conditions. Clean Harbors may be served with process by serving its registered agent, CT Corporation System, 330 N Brand Blvd Ste 700, Glendale, CA 91203.

15. The true names and capacities, whether individual, corporate, associate, or otherwise, of Does 1-50, inclusive, are unknown to Plaintiff, who therefore sues the Doe Defendants by fictitious names. Plaintiff is informed, believes, and thereon alleges that each of these fictitiously-named Defendants is responsible in some manner for the occurrences and Plaintiff’s and Aggrieved Employees’ damages as herein alleged. These Defendants are jointly and severally liable for Plaintiff and Aggrieved Employees’ damages. Plaintiff will amend this Complaint to show their true names and capacities when they have been ascertained.

16. Plaintiff is informed, believes, and thereon alleges that Defendant employs hundreds of truck drivers misclassified as independent contractors similarly situated to Plaintiff in California. Plaintiff is informed, believes, and thereon alleges that, in California, Defendant owns, operates, and/or manages locations in this county. Plaintiff is informed, believes, and thereon alleges that Defendant employs Aggrieved Employees, among other misclassified truck drivers, in this County

1 and throughout California.

2 17. At all material times, Defendant has done business under the laws of California, has
3 had places of business in California, including in Santa Clara County, and has employed Aggrieved
4 Employees in this county and elsewhere throughout California. Defendant is a “person” as defined in
5 Cal. Lab. Code § 18 and is an “employer” as that term is used in the Labor Code and the IWC Wage
6 Orders regulating wages, hours, and working conditions.

7 **FACTUAL ALLEGATIONS**

8 18. Clean Harbors is a company that offers a range of environmental and industrial services
9 such as hazardous waste management, emergency spill response, industrial cleaning and maintenance,
10 and recycling services.

11 19. Plaintiff worked for Clean Harbors as a truck driver in San Jose, California from
12 approximately November 2023 to December 12, 2025.

13 20. Clean Harbors incorrectly labels Plaintiff and Aggrieved Employees as “independent
14 contractors.” In fact, Plaintiffs and Aggrieved Employees are employees for purposes of the California
15 Labor Code and the IWC wage orders under California’s Assembly Bill (“AB”) No. 5.

16 21. Under AB 5, Clean Harbors as the hiring entity must establish ***all*** of the following
17 conditions: (i) Plaintiff and Aggrieved Employees are free from the control and direction of Clean
18 Harbors in connection with the performance of the work, both under the contract for the performance
19 of the work and in fact; (ii) Plaintiff and Aggrieved Employees perform work that is outside the usual
20 course of the hiring entity’s business; and (iii) Plaintiff and Aggrieved Employees are customarily
21 engaged in an independently established trade, occupation, or business of the same nature as that
22 involved in the work performed. Clean Harbors cannot establish all the required AB 5 conditions as
23 detailed herein.

24 Plaintiff and Aggrieved Employees are not free from the control and direction of Clean Harbors
25 in connection with the performance of their work. For instance, Clean Harbors controls the details of
26 Plaintiff’s and Aggrieved Employees’ work by setting specific rules regarding the time Plaintiff and
27 Aggrieved Employees is to spend on haul routes. Despite Plaintiff and Aggrieved Employees being
28 classified as independent contractors, Clean Harbors required them to spend two weeks on the road,

1 meeting Clean Harbors' load or haul demands. During that time, Plaintiff and Aggrieved Employees
2 are not able to reject or decline haul requests from Clean Harbors. Defendant also controlled the details
3 of Plaintiff and Aggrieved Employees work by setting appointment times for deliveries.

4 22. Thus, despite Plaintiff and Aggrieved Employees being classified as independent
5 contractors, Clean Harbors would closely and strictly regulate Plaintiff's and Aggrieved Employees'
6 schedule and their time on the job.

7 23. Clean Harbors also require that Plaintiff and Aggrieved Employees take training
8 modules as a prerequisite for the continuation of their services to Clean Harbors. These trainings would
9 cover diverse subjects such as drug and alcohol policies, rules of hours and service for truck drivers,
10 sexual harassment in the workplace, hazmat management, and deliver procedures.

11 24. Clean Harbors would also closely monitor Plaintiff and Aggrieved Employees through
12 constant calls from their general managers regarding pending hauls, status updates, and estimated
13 times of arrivals. These calls would happen several times per week. Despite providing Plaintiff and
14 Aggrieved Employees with company phones, these calls would be to Plaintiff's and Aggrieved
15 Employees' personal phones.

16 25. Furthermore, Plaintiff and Aggrieved Employees are not allowed to subcontract other
17 drivers to work for them or with them. Plaintiff and Aggrieved Employees are also prohibited from
18 providing their services to other companies.

19 26. Plaintiff and Aggrieved Employees do not perform work that is outside the usual course
20 of Clean Harbors' business. To the contrary, Plaintiff and Aggrieved Employees perform work that is
21 paramount to Clean Harbors' business. Clean Harbors describes itself as a leading provider of
22 environmental and industrial services, listing collection and transportation of hazardous and non-
23 hazardous waste as an integral part of their business. If not for the Aggrieved Employees' work of
24 delivering waste for Clean Harbors, Clean Harbors would not be able to continue its essential
25 functions.

26 27. Plaintiff and Aggrieved Employees are not customarily engaged in an independently
27 established trade, occupation, or business of the same nature as that involved in the work performed.
28 To the contrary, Plaintiff and Aggrieved Employees are required to follow and abide by Clean Harbors'

1 work, time, and pay policies and procedures without ability to negotiate their terms.

2 28. Plaintiff and Aggrieved Employees receive wages from Clean Harbors that are
3 determined by common systems and methods that Clean Harbors exclusively selects and controls.
4 Plaintiff and Aggrieved Employees primarily perform work exclusively for Clean Harbors, rely on
5 Clean Harbors to provide the customers, deliveries, and work, and are economically dependent on
6 Clean Harbors. Indeed, Mr. Sanders' only source of income is was his work for Clean Harbors.

7 29. Furthermore, Plaintiff and Aggrieved Employees are not allowed to subcontract other
8 drivers to work for them or with them. Plaintiff and Aggrieved Employees are also prohibited from
9 providing their services to other companies.

10 30. Clean Harbors' delivery business cannot function without the labor force of its workers.
11 By labeling Plaintiff and Aggrieved Employees as "independent contractors," however, Clean
12 Harbors is able to avoid providing the wages and protections afforded to employees under California
13 law.

14 31. By willfully misclassifying Plaintiff and Aggrieved Employees as independent
15 contractors, Clean Harbors has and continues to violate Labor Code §§ 226.8, 226.7, 512, 1198, and
16 the applicable IWC Wage Order.

17 32. As a matter of fact, Plaintiff and Aggrieved Employees are often denied compliant meal
18 periods because they are often too busy trying to meet delivery deadlines set by Clean Harbors during
19 the day to have time to take a bona fide meal break. Additionally, Plaintiff and Aggrieved Employees
20 must take their meal periods in their trucks if they are hauling a load, which severely limits their
21 ability to freely move about during their meal periods. Plaintiff and Aggrieved Employees are also
22 regularly interrupted during their meal periods with questions from supervisors regarding deliveries
23 and routs. Thus, any meal periods that Plaintiff and Aggrieved Employees do take are "on-duty" and
24 noncompliant.

25 33. In addition, because Plaintiff and Aggrieved Employees are misclassified as
26 independent contractors (or in addition to this issue), Clean Harbors has no applicable policies or
27 procedures related to providing overtime compensation. Clean Harbors also does not provide at least
28 minimum wages for all time that Plaintiff and Aggrieved Employees are subject to the control of

Clean Harbors, including but not limited to, mandatory pre and post trip inspections performed by Plaintiff and Aggrieved Employees as well as weekly meetings mandatory for all drivers under Clean Harbors' employ. Clean Harbors would only pay Plaintiff and Aggrieved Employees for 15 minutes of their time spent doing pre and post trip inspections, despite knowing that thorough inspections would take at least 30 minutes. As a matter of fact, Clean Harbors would pay more per inspection to the drivers classified as non-exempt employees. This time spent working in addition to transporting materials goes unrecorded and uncompensated. As a result, Plaintiff and Aggrieved Employees are denied compensation for all hours worked, including at minimum wages, overtime and/or double time, which they are lawfully owed, in violation of Labor Code §§510, 1182.12, and 1197, and the applicable IWC Wage Order.

34. In addition, because Plaintiff and Aggrieved Employees are misclassified as independent contractors (or in addition to this issue), Plaintiff and Aggrieved Employees are required to pay for their own fuel costs, insurance, maintenance, oil changes, tire expenses, and vehicle repairs. Clean Harbors has failed and fails to reimburse Plaintiff and Aggrieved Employees for such business expenditures in violation of Labor Code §2802. Clean Harbors also makes use of Plaintiff's and Aggrieved Employees' personal cellphones for work purposes, despite providing them with a work or company phone.

35. In addition, because Plaintiff and Aggrieved Employees are misclassified as independent contractors (or in addition to this issue), Clean Harbors fails to provide Plaintiff and Aggrieved Employees accurate itemized wage statements that reflect the total hours worked, the gross and net wages earned, all deductions, and applicable hourly rates, in violation of Labor Code §226.

36. Finally, because Plaintiff and Aggrieved Employees are misclassified as independent contractors (or in addition to this issue), Clean Harbors fails to provide Aggrieved Employees who have separated from the company with all wages earned, in violation of Labor Code §§201-203.

37. 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

1 trial. Defendant did not take requisite reasonable steps to ensure that Plaintiff and Aggrieved
2 Employees were provided with timely and compliant meal and rest breaks, premium pay for missed
3 or non-compliant periods, compensated for all hours worked, provided with accurate wage statements,
4 and timely paid for all wages at separation.

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

8 **FIRST CAUSE OF ACTION**

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

10 **(Willful Misclassification of Employees as Independent Contractors)**

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

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

14 40. Labor Code § 226.8 prohibits Defendant from misclassifying employees as
15 independent contractors.

16 41. IWC Wage Order 9, Section (2)(E) provides: "'Employee' means any person employed
17 by an employer."

18 42. At all relevant times, Plaintiff and Aggrieved Employees have been and are
19 "employees" of Defendant within the meaning of California law.

20 43. The IWC Wage Order 9, Section (2)(F) provides: "'Employer' means any person as
21 defined in Section 18 of the Labor Code, who directly or indirectly, or through an agent or any other
22 person, employs or exercises control over the wages, hours, or working conditions of any person."

23 44. At all relevant times, Clean Harbors has been and continues to be an "employer" within
24 the meaning of the Labor Code and applicable Wage Order.

25 45. Under AB 5, Defendant as the hiring entity must establish all of the following
26 conditions: (i) Plaintiff and Aggrieved Employees Aggrieved Employees are free from the control and
27 direction of Defendant in connection with the performance of the work, both under the contract for
28 the performance of the work and in fact; (ii) Plaintiff and Aggrieved Employees Aggrieved Employees

perform work that is outside the usual course of the hiring entity's business; and (iii) Plaintiff and Aggrieved Employees are customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.

46. Defendant cannot establish all of the above conditions. Plaintiff and Aggrieved Employees are not free from the control and direction of Defendant in connection with the performance of the work, both under the contract for the performance of the work and in fact. Plaintiff and Aggrieved Employees do not perform work that is outside the usual course of the hiring entity's business. Plaintiff and Aggrieved Employees are not customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.

47. Defendant engaged in a pattern and practice of misclassifying employees as independent contractors for its own financial benefit.

48. Defendant intentionally and willfully mischaracterized Plaintiff and Aggrieved Employees as independent contractors rather than employees, in violation of Labor Code § 226.8.

49. As a direct and proximate result of the unlawful acts and/or omissions of Defendant, Plaintiff and Aggrieved Employees are entitled to recover damages in an amount to be determined at trial and civil penalties, plus interest thereon, and attorneys' fees and costs pursuant to Labor Code § 226.8.

50. Wherefore, Plaintiff and the Class request relief as hereinafter provided.

SECOND CAUSE OF ACTION

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

(Failure to Authorize and Permit and/or Make Available Meal Periods)

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

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

52. 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

1 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
2 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee
3 per pay period for the initial violation and two hundred dollars (\$200) for each
4 aggrieved employee per pay period for each subsequent violation.

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

8 54. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 9-2001 require Defendant to
9 authorize, permit, and/or make available timely and compliant meal breaks to its employees. Cal.
10 Lab. Code §§ 226.7 and 512 and IWC Wage Order 9-2001 prohibit employers from employing an
11 employee for more than five (5) hours without a meal period of not less than thirty (30) minutes, and
12 from employing an employee more than ten (10) hours per day without providing the employee with
13 a second meal period of not less than thirty (30) minutes.

14 55. Cal. Lab. Code § 226.7 and IWC Wage Order 9-2001 requires Defendant to pay
15 employees one additional hour of pay at their regular rate of compensation for each workday that a
16 timely, compliant meal period is not provided.

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

19 57. To the extent that any violation alleged herein does not carry penalties under Cal. Lab.
20 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay
21 period in which Plaintiff and an Aggrieved Employee was aggrieved, in the amounts established by
22 Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff
23 and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to,
24 Cal. Lab. Code §§ 226.7, 512, 1198, IWC Wage Order 9-2001, and any other violation alleged herein
25 which does not carry penalties under Cal. Lab. Code § 2699(a).

26 58. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on February 18, 2026, Plaintiff
27 provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to
28 file this claim. On February 18, 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) and (c).

4 59. 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 60. 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 61. Wherefore, Plaintiff requests relief as hereinafter provided.

10 **THIRD CAUSE OF ACTION**

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

12 **(Failure to Authorize and Permit and/or Make Available Rest Periods)**

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

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

16 63. 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
21 per pay period for the initial violation and two hundred dollars (\$200) for each
22 aggrieved employee per pay period for each subsequent violation.

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

26 65. Cal. Lab. Code § 226.7 and IWC Wage Order 9-2001 require Defendant to authorize
27 and permit rest periods to its employees. Cal. Lab. Code § 226.7 and IWC Wage Order 9-2001 require
28 employers to authorize and permit employees to take ten minutes of net rest time per four hours or

major fraction thereof of work, and to pay employees their full wages during those rest periods. Unless the employee is relieved of all duty during the ten-minute rest period, the employee is considered “on duty” and the rest period is counted as time worked under the applicable Wage Orders.

66. IWC Wage Order 9-2001 requires Defendant to pay employees one additional hour of pay at their regular rate of compensation for each workday that a timely, compliant rest period is not provided.

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

68. 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 in which Plaintiff and Aggrieved Employees was aggrieved, in the amounts established by Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code §§ 226.7, 1198, IWC Wage Order 9-2001 and any other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a).

69. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on February 18, 2026, Plaintiff provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to file this claim. On February 18, 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. Code § 2699.3(a) and (c).

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

71. 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.

72. Wherefore, Plaintiff requests relief as hereinafter provided.

FOURTH 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)

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

74. 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.

75. 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.”

76. IWC Wage Order 9-2001(2)(G) defines hours worked as “the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

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

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

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

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

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

80. Defendant's policies and practices result in payment of wage and overtime violations.

81. 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 in which Plaintiff and an Aggrieved Employee were aggrieved, in the amounts established by Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code §§ 510 1194, 1198, IWC Wage Order 9-2001, and any other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a).

82. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on February 18, 2026, Plaintiff provided the Labor and Workforce Development Agency ("LWDA") with notice of his intention to file this claim. On February 18, 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. Code § 2699.3(a).

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

84. 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.

85. Wherefore, Plaintiff request relief as hereinafter provided.

FIFTH CAUSE OF ACTION

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

(Failure to Pay Minimum Wages)

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

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

1 herein.

2 87. Cal. Lab. Code § 2699(f) provides:

3 For all provisions of this code except those for which a civil penalty is specifically
4 provided, there is established a civil penalty for a violation of these provisions, as
5 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
6 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.

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

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

16 90. IWC Wage Order 9-2001(2)(G) defines hours worked as “the time during which an
17 employee is subject to the control of an employer and includes all the time the employee is suffered
18 or permitted to work, whether or not required to do so.”

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

21 92. Defendant’s policies and practices result in failure to pay all wages, including those for
22 off-the-clock work, timely under the timeframes set forth in Cal. Lab. Code § 204.

23 93. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in
24 which Plaintiff and Aggrieved Employees were aggrieved, in the amounts established by those
25 sections, including but not limited to penalties under Cal. Lab. Code § 210. Plaintiff seeks penalties
26 pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal.
27 Lab. Code provisions including, but not limited to, Cal. Lab. Code §§ 204, 1198, IWC Wage Order
28 9-2001, and any other violation alleged herein which does not carry penalties under Cal. Lab. Code

§ 2699(a), for Defendant's failure to pay minimum wages.

94. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on February 18, 2026, Plaintiff provided the Labor and Workforce Development Agency ("LWDA") with notice of his intention to file this claim. On February 18, 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. Code §§ 2699.3(a) and (c).

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

96. 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.

97. Wherefore, Plaintiff requests relief as hereinafter provided.

SIXTH CAUSE OF ACTION

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

(Failure to Reimburse Necessary Business Expenses)

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

98. Cal. Lab. Code § 2802(a) provides as follows:

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, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. Defendant's policies and practices result in failure to reimburse for all business expenses incurred by Plaintiff and Aggrieved Employees as set forth in § 2802.

99. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) 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 § 2802. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code § 2802, IWC Wage Order 9-2001, and any other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a),

for Defendant's failure to reimburse business expenses.

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

101. 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.

102. Wherefore, Plaintiff request relief as hereinafter provided.

SEVENTH CAUSE OF ACTION

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

(Failure to Provide True and Accurate Itemized Wage Statements)

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

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

104. Cal. Lab. Code § 2699(a) provides:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, 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.

105. 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...

106. 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.

107. 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.

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

109. 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...

110. 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).

111. IWC Wage Order 9-2001, 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....

112. 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.

113. 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 9-2001.

114. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on February 18, 2026, Plaintiff provided the Labor and Workforce Development Agency ("LWDA") with notice of his intention to file this claim. On February 18, 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. Code §§ 2699.3(a) and (c).

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

116. 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.

117. Wherefore, Plaintiff requests relief as hereinafter provided.

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EIGHTH CAUSE OF ACTION

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

(Waiting Time Penalties)

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

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

119. Cal. Lab. Code § 2699(a) provides:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, 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.

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

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

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

122. 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.”

123. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendant, as alleged above, to timely pay all wages owed to Plaintiff and the Aggrieved Employees in compliance with Cal. Lab. Code §§ 201-202 and in the amounts established by Cal. Lab. Code §§ 203 and 256.

124. Cal. Lab. Code § 226(a) provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when 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 for any employee whose compensation is

solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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 his or her social security number, (8) the name and address of the legal entity that is 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.

125. 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.

126. 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.

127. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) 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) 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).

128. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on February 18, 2026, Plaintiff provided the Labor and Workforce Development Agency ("LWDA") with notice of his intention to file this claim. On February 18, 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. Code § 2699.3(a) and (c).

129. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved

1 Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

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

5 131. Wherefore, Plaintiff requests relief as hereinafter provided.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff, on behalf of the State of California and Aggrieved Employees,
8 requests the following relief:

- 9 1. For an order awarding civil penalties to the full extent provided for by the PAGA;
10 2. For an award of reasonable attorneys' fees as provided by the California Labor Code,
11 including Cal. Lab. Code § 2699(g)(1); Cal. Code Civ. Proc. §1021.5; and/or any other
12 applicable law;
13 3. For all costs of suit; and
14 4. For such other and further relief as this Court deems just and proper.

15 Respectfully Submitted,

16
17 Date: April 27, 2026



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

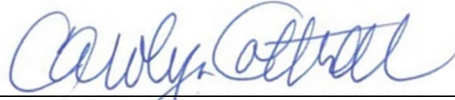
21 *Attorneys for Plaintiff, on behalf of the State of*
22 *California and Aggrieved Employees*

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: April 27, 2026



Carolyn H. Cottrell

Ori Edelstein

Robert E. Morelli, III

SCHNEIDER WALLACE

COTTRELL KIM LLP

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