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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN**

JOSUE MONTOYA,

Plaintiff,

vs.

ARCATA ASSOCIATES, INC., SEAN
BRADLEY, and DOES 1 through 20, inclusive,

Defendants.

Case No.: 26CUB02398

Hon.
Dept.:

COMPLAINT FOR:

- 1. Failure To Provide Meal Periods**
- 2. Failure To Provide Rest Periods**
- 3. Failure To Pay All Wages Due Upon Termination: Waiting Time Penalties**
- 4. Failure To Pay All Wages Earned**
- 5. Failure To Pay Overtime Wages**
- 6. Failure To Issue Accurate Itemized Wage Statements**
- 7. Failure to Timely Produce Payroll File**
- 8. Failure To Timely Produce Personnel File**
- 9. Violations Of California's Unfair Competition Act**
- 10. Retaliation [Cal. Lab. Code §98.6]**

11. Retaliation [Cal. Lab. Code §1102.5, 1102.6]

12. Wrongful Termination in Violation of Public Policy

13. Private Attorney General Act

JURY TRIAL DEMANDED

Plaintiff, JOSUE MONTOYA (“Plaintiff”), files this Complaint against ARCATA ASSOCIATES, INC., SEAN BRADLEY, and DOES 1 through 20, inclusive, (each a “Defendant,” and collectively, “Defendants”) (Plaintiff and Defendants shall each be referred to as a “Party”, and collectively as, the “Parties”), and demanding a trial by jury, avers as follows:

JURISDICTION AND VENUE

1. This Court has personal jurisdiction over Defendants because Defendants engaged in wrongful conduct in the State of California, which caused harm to Plaintiff in this state.

2. Venue is proper in this Court, because Defendants employ persons in this county, employed Plaintiff in this county, and thus a substantial portion of the occurrences related to this action occurred in this county. *Code Civ. Proc.*, § 395.

PARTIES

3. Plaintiff is now, and at all times relevant to this complaint, a competent adult over 18 years of age and a resident of the County of Kern in the State of California.

4. Defendant, ARCATA ASSOCIATES, INC. (hereinafter, “ARCATA”), is organized and existing under the laws of the State of Nevada. ARCATA is registered with the California Secretary of state of California and is authorized to and does conduct business in California. At all relevant times, ARCATA was doing business in the defense, aerospace, and technical services industry in the County of Kern.

5. Defendant, SEAN BRADLEY (hereinafter “BRADLEY”), is an individual, and a resident and citizen of the State of California.

1 6. At all times relevant herein, Defendants were Plaintiff's employer within the
2 meaning of the Labor Code as they were joint employers or are each liable per the labor code,
3 including California Labor Code 2810.3. Plaintiff has provided notice to Defendants to the
4 extent necessary to provide notice as required under California 2810.3.

5 7. Plaintiff is informed and believes that at all times herein mentioned Defendants
6 and DOES 1 through 20, are and were individuals, sole proprietorships, corporations, business
7 entities, persons, and partnerships, licensed to do business and/or actually doing business in the
8 State of California.

9 8. Plaintiff is unaware of the true names and capacities and is informed and believes
10 and thereon alleges that at all times herein mentioned Defendants and DOES 1 through 20, are
11 and were individual, corporate, associate, or otherwise, of the defendants sued as DOES 1
12 through 20, inclusive. They are unknown to Plaintiff and therefore Plaintiff sues them by such
13 fictitious names. Plaintiff will amend this complaint to allege their true names and capacities
14 when they become known to Plaintiff. Plaintiff is informed and believes, and thereon alleges,
15 that DOES 1 through 20, inclusive, are indebted to Plaintiff as hereinafter alleged, and that
16 Plaintiff's rights against such fictitiously named Defendants arise from such indebtedness.

17 9. Plaintiff is informed and believes, and on that basis alleges, that each defendant
18 sued in this action, including each defendant sued by the fictitious names DOES 1 through 20,
19 inclusive, are responsible and liable in some manner for the occurrences, controversies, and
20 damages alleged below.

21 10. All references to "Defendant", "Defendants", "company", "companies",
22 "employer", or any similar language, whether singular or plural, refers to Defendants ARCATA
23 ASSOCIATES, INC., SEAN BRADLEY, and ARCATA ASSOCIATES, INC.'s managers,
24 agents, employees and/or supervisors; and also refers to all DOES Defendants.

25 11. At all times herein mentioned, Defendants participated in the doing of the acts
26 and omissions herein alleged, were acting within the purpose, course and scope of said agency
27 and/or employment to have been done by the named Defendants; and furthermore, the
28 Defendants, and each of them, were the agents, managing agents, servants, employees, alter-

1 egos, co-conspirators, joint-venturers, partners, successors in interest and predecessors in
2 interest of each of the other Defendants.

3 12. At all times herein mentioned, Defendants were acting within the purpose, course
4 and scope of said agency and/or employment so as to invoke vicarious liability and respondeat
5 superior liability among other theories of liability to hold Defendants liable and responsible for
6 the injuries and damages to Plaintiff.

7 13. At all times herein mentioned, the acts and omissions of various Defendants
8 contributed to the various acts and omissions of each and all of the other Defendants in
9 proximity causing the injuries and damages as herein alleged.

10 14. At all times herein mentioned, Defendants, including all Defendants' managing
11 agents, officers, and directors, had advanced knowledge of and/or ratified each and every act or
12 omission complained throughout this complaint. At all times relevant herein, Defendants and/or
13 their managing agents, officers or directors committed and/or participated in the wrongful acts
14 and omissions complained of throughout this complaint or ratified such acts and omissions.

15 15. At all times herein mentioned, the Defendants aided and abetted the acts and
16 omissions of each and all of the other Defendants in proximately causing the damages as herein
17 alleged.

18 16. Plaintiff is informed and believes and thereon alleges that there exists such a
19 unity of interest and ownership between Defendants, that the individual and separateness of
20 Defendants have ceased to exist.

21 17. Plaintiff is informed and believes, and thereon alleges, that each Defendant had
22 the ability to determine wages, hire, fire, and discipline Plaintiff and similarly situated
23 employees. Plaintiff is further informed and believes, and thereon alleges, that each Defendant
24 had oversight over the company's operations or influence on corporate policy that resulted in
25 the Labor Code violations herein.

26 18. The business affairs of Defendants are, and at all times relevant hereto were, so
27 mixed and intermingled that the same cannot reasonably be segregated, and the same
28 inextricably entwined.

1 19. The recognition of the separate existence of any Defendant would not promote
2 injustice, in that it would permit the Defendants to wrongfully insulate themselves from
3 liability to Plaintiff.

4 20. Adherences to the fiction of the separate existence of Defendants would permit
5 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
6 from liability for the wrongful acts committed by it.

7 21. Plaintiff is informed and believes, and based thereon alleges that Defendants
8 are alter egos of each other.

9 **GENERAL FACTS AND ALLEGATIONS**

10 22. *Defendants:* Plaintiff is informed, believes and thereon alleges that at all times
11 relevant hereto, BRADLEY operated ARCATA ASSOCIATES, INC., a company that is
12 involved in the defense, aerospace, and technical services industry. The company is
13 headquartered in Nevada. Plaintiff was employed at the ARCATA location in Ridgecrest,
14 California. On information and belief, BRADLEY is the owner of ARCATA, and exercised
15 pervasive control over Plaintiff's wages and working conditions. Plaintiff is informed and
16 believes that Defendants controlled or affected the working conditions, wages, working hours,
17 scope and conditions of employment of Plaintiff during his employment with Defendant.

18 23. *Position and Duration of employment:* Defendants employed Plaintiff, at all
19 relevant times, as an electronics and engineering technician, from in or about April of 2021,
20 until the termination of Plaintiff's employment on or about October 29, 2025.

21 24. *Non-Exempt Status:* At all times mentioned herein, Plaintiff was a non-exempt
22 employee entitled to all minimum and overtime wages, meal period breaks, and rest period
23 breaks.

24 25. *Plaintiff's Average Schedule and Rate of Pay:* From in or about April of 2021
25 until the termination of Plaintiff's employment on or about October 29, 2025, Plaintiff was
26 compensated from \$23.39 to \$32 per hour. Plaintiff worked, on average, for four (4) days per
27 week, working on average ten (10) hours per day.

1 26. Plaintiff alleges that he was unable to take his meal and rest breaks because he
2 was constantly needed to perform his duties. In other words, it was not possible for Plaintiff to
3 take his meal or rest breaks because of the workload, understaffing, and company practice.
4 Therefore, Defendants deterred Plaintiff from taking compliant meal and rest periods.

5 27. *Plaintiff's protected status and activity:*

6 a. Plaintiff made protected complaints, including, but not limited to
7 complaints of illegal activity and/or violations of California labor laws.

8 28. In or around July of 2021, Plaintiff began reporting illegal workplace practices
9 to ARCATA management, including violations of California wage and hour laws.
10 Specifically, Plaintiff informed his supervisor, BRADLEY, that ARCATA routinely failed to
11 provide legally compliant meal and rest breaks.

12 29. Plaintiff explained that due to chronic understaffing, he was routinely forced to
13 conduct flight operations alone. During these operations, Plaintiff was required to
14 continuously monitor critical systems and could not step away without compromising safety.
15 As a result, Plaintiff was regularly denied uninterrupted rest breaks and meal periods in direct
16 violation of California labor laws.

17 30. Plaintiff raised these concerns in good faith and on multiple occasions. He
18 repeatedly informed BRADLEY that understaffing and operational demands made compliance
19 with meal and rest break requirements impossible. Despite being placed on notice, ARCATA
20 failed to remedy these unlawful practices, failed to implement adequate staffing, and
21 continued to require Plaintiff to work under conditions that violated wage and hour laws and
22 jeopardized employee safety.

23 31. On or around October 29, 2025, ARCATA wrongfully terminated Plaintiff's
24 employment. At the time of his termination, Plaintiff had repeatedly reported illegal
25 workplace practices, including ARCATA's failure to provide legally required meal and rest
26 breaks and the unsafe understaffing of flight operations. Most recently, on July 21, 2025,
27 Plaintiff reiterated these concerns directly to BRADLEY, again informing management that he
28

1 was being forced to conduct flight operations alone and was routinely denied uninterrupted
2 rest and meal periods.

3 32. Rather than addressing Plaintiff's complaints or correcting the unlawful
4 practices he identified, ARCATA subjected him to heightened scrutiny and discipline shortly
5 after his protected activity.

6 33. ARCATA claimed that Plaintiff was terminated for alleged "timecard fraud."
7 This justification was false, pretextual, and inconsistent with ARCATA's own investigation.
8 Other employees engaged in similar timekeeping practices without discipline, yet Plaintiff,
9 who had persistently complained about unlawful conduct, was singled out for termination.

10 34. *Economic Damages:* As a consequence of Defendants' conduct, Plaintiff has
11 suffered and will suffer harm, including lost past and future income and employment benefits,
12 damage to his career, and lost wages, unpaid expenses, and penalties, as well as interest on
13 unpaid wages at the legal rate from and after each payday on which those wages should have
14 been paid, in a sum to be proven at time of trial.

15 35. *Non-economic damages:* Plaintiff also suffered physically and emotionally as a
16 consequence of Defendants' mistreatment. Plaintiff is traumatized as a result of his experience
17 working for Defendants, and now suffers from severe and profound pain and emotional
18 distress, anxiety, depression, headaches, tension, and other physical ailments, in an amount
19 according to proof at the time of trial.

20 36. *Malice:* Defendant's conduct was committed with malice within the meaning of
21 California Civil Code section 3294, including that (a) Defendant acted with intent to cause
22 injury to Plaintiff and/or acted with reckless disregard for Plaintiff's injury, including by
23 terminating Plaintiff's employment and/or taking other adverse job actions against Plaintiff
24 because of his complaints, and/or (b) Defendant's conduct was despicable and committed in
25 willful and conscious disregard of Plaintiff's rights, health, and safety, including Plaintiff's
26 right to be free of retaliation and wrongful employment termination.

27 37. *Oppression:* In addition, and/or alternatively, Defendants' conduct was
28 committed with oppression within the meaning of California Civil Code section 3294,

1 including that Defendants' actions against Plaintiff because of his complaints was
2 "despicable" and subjected Plaintiff to cruel and unjust hardship, in knowing disregard of
3 Plaintiff's rights to a workplace free of retaliation and wrongful employment termination.

4 38. *Fraud*: In addition, and/or alternatively, Defendants' conduct as alleged was
5 fraudulent within the meaning of California Civil Code section 3294, including that Defendant
6 asserted false (pretextual) grounds for employment termination and/or other adverse job
7 actions, thereby to cause Plaintiff hardship and deprive him of legal rights.

8 39. *Attorneys' Fees*: Due to the acts of Defendants, Plaintiff has incurred and
9 continues to incur legal expenses and attorney's fees.

10 40. Because the acts taken toward Plaintiff were carried out by officers, directors
11 and/or managing agents acting in a deliberate, cold, callous, cruel and intentional manner, in
12 conscious disregard of Plaintiff's rights and in order to injure and damage Plaintiff, Plaintiff
13 requests that punitive damages be levied against Defendants in sums in excess of the
14 jurisdictional minimum of this Court.

15 **FIRST CAUSE OF ACTION**

16 **BY PLAINTIFF AGAINST ALL DEFENDANTS**

17 **FAILURE TO PROVIDE MEAL PERIODS**

18 **[Cal. Lab. Code §§ 226.7, 512]**

19 41. Plaintiff repeats, realleges, and incorporates all allegations throughout this
20 complaint as though set forth in full herein.

21 42. Labor Code § 512 requires employers to provide every employee with an
22 uninterrupted meal period of not less than 30 consecutive minutes, for every period of work
23 exceeding five hours.

24 43. Plaintiff regularly worked in excess of five hours per day, and was thereby
25 entitled to take the aforementioned uninterrupted 30-minute meal period on each day of work.

26 44. At all relevant times herein, Defendants failed and refused to provide Plaintiff
27 with timely meal periods during Plaintiff's work shifts, and failed to compensate Plaintiff for
28 missed meal periods, as required by Labor Code § 226.7, and the applicable sections of

1 California Code of Regulations, title 8, section 11040 and the applicable Industrial Welfare
2 Commission Orders.

3 45. As alleged herein, Plaintiff is not exempt from the meal breaks requirements of
4 California Code of Regulations, title 8, section 11040 and the applicable Industrial Welfare
5 Commission Orders. Consequently, Plaintiff is owed one hour of pay at Plaintiff's regularly
6 hourly rate, or the requisite minimum wage, whichever is greater, for each day that Plaintiff was
7 denied such meal periods.

8 46. Plaintiff has been deprived of Plaintiff's rightfully earned compensation for
9 meal break violations as a direct and proximate result of Defendants' failure and refusal to pay
10 said compensation.

11 47. Throughout the duration of Plaintiff's employment with Defendants,
12 Defendants failed to provide Plaintiff with timely statutory meal periods. Consequently, Plaintiff
13 is owed one additional hour of pay at Plaintiff's normal hourly rate for each day that Plaintiff
14 was denied such a meal periods pursuant to Labor Code § 226.7, plus interest therein.

15 48. Plaintiff is entitled to recover such amounts according to proof at time of trial,
16 but no less than \$26,624, plus interest therein and costs of suit.

17 49. In addition to the alter ego theory of liability for SEAN BRADLEY, as alleged
18 throughout this Complaint, California Labor Code § 558.1 provides for personal liability for
19 employers, and persons acting on behalf of an employer, who violate and/or cause to be violated
20 the statute and related Industrial Welfare Commission Order provision at issue throughout this
21 cause of action.

22 **SECOND CAUSE OF ACTION**

23 **BY PLAINTIFF AGAINST ALL DEFENDANTS**

24 **FAILURE TO PROVIDE REST PERIODS**

25 **[Cal. Lab. Code § 226.7; Cal. Code Regs., tit. 8, § 11040]**

26 50. Plaintiff repeats, realleges, and incorporates all allegations throughout this
27 complaint as though set forth in full herein.

1 51. The applicable Industrial Welfare Commission Wage Order and California
2 Code of Regulations, title 8, section 11040 require an employer to authorize and permit every
3 employee to take a net rest period of not less than ten (10) minutes for every four (4) hours
4 worked, or major fraction thereof, and Labor Code § 226.7 prohibits an employer from
5 requiring an employee to work during any such rest period and requires the employer to pay
6 the employee one additional hour of pay for each workday on which a compliant rest period is
7 not provided.

8 52. Plaintiff regularly worked shifts of at least three and one-half (3.5) hours, and
9 on average ten (10) hours per day, and was thereby entitled to take the aforementioned ten
10 (10) minute rest periods, including up to three (3) rest periods on each day he worked ten (10)
11 hours.

12 53. At all relevant times herein, Defendants failed and refused to authorize and
13 permit Plaintiff to take timely rest periods during Plaintiff's work shifts, and failed to
14 compensate Plaintiff for missed rest periods, as required by Labor Code § 226.7, and the
15 applicable sections of California Code of Regulations, title 8, section 11040 and the applicable
16 Industrial Welfare Commission Orders.

17 54. As alleged herein, Plaintiff is not exempt from the rest breaks requirements of
18 California Code of Regulations, title 8, section 11040 and the applicable Industrial Welfare
19 Commission Orders. Consequently, Plaintiff is owed one hour of pay at Plaintiff's regularly
20 hourly rate, or the requisite minimum wage, whichever is greater, for each day that Plaintiff
21 was denied such rest periods.

22 55. Plaintiff has been deprived of Plaintiff's rightfully earned compensation for rest
23 break violations as a direct and proximate result of Defendants' failure and refusal to pay said
24 compensation.

25 56. Throughout the duration of Plaintiff's employment with Defendants,
26 Defendants failed to provide Plaintiff with timely statutory rest periods. Consequently,
27 Plaintiff is owed one additional hour of pay at Plaintiff's normal hourly rate for each day that
28 Plaintiff was denied such a rest period pursuant to Labor Code § 226.7, plus interest therein.

1 57. Plaintiff is entitled to recover such amounts in the amount according to proof at
2 time of trial, but no less than \$26,624, plus interests therein and costs of suit.

3 58. In addition to the alter ego theory of liability for SEAN BRADLEY, as alleged
4 throughout this Complaint, California Labor Code § 558.1 provides for personal liability for
5 employers, and persons acting on behalf of an employer, who violate and/or cause to be
6 violated the statute and related Industrial Welfare Commission Order provision at issue
7 throughout this cause of action.

8 **THIRD CAUSE OF ACTION**

9 **BY PLAINTIFF AGAINST ALL DEFENDANTS**

10 **FAILURE TO PAY ALL WAGES DUE UPON TERMINATION: WAITING TIME**

11 **PENALTIES**

12 **[Cal. Lab. Code § 201-203]**

13 59. Plaintiff repeats, realleges, and incorporates all allegations throughout this
14 complaint as though set forth in full herein.

15 60. At all relevant times herein, Defendants failed to pay all of Plaintiff's earned
16 wages and other compensation due immediately upon termination or within seventy-two hours
17 of resignation, as required. These wages refer to, at a minimum, the wages earned and unpaid at
18 time of discharge, minimum wages, overtime compensation, and/or meal and rest period
19 compensation that Defendants should have paid, but did not pay to Plaintiff during the term of
20 Plaintiff's employment and which were, at the latest, due within the time parameter of Labor
21 Code §§ 201- 203.

22 61. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code
23 §§ 201 – 203.

24 62. As a direct and proximate result of Defendants' willful failure to pay these
25 wages, Plaintiff is entitled to repayment of Plaintiff's earned and unpaid wages at time of
26 discharge as previously pleaded herein, amounting to \$10,560 in waiting time penalties,
27 calculated based on thirty days of wages at \$32 per hour.
28

1 63. Based on Defendants' conduct as alleged herein, Defendants are liable in an
2 amount according to proof at time of trial, but no less than \$10,560 in statutory penalties
3 pursuant to Labor Code § 203 and other applicable provisions, as well as attorneys' fees and
4 costs.

5 64. Plaintiff alleges that Defendants are liable jointly and severally for damages
6 pursuant to Labor Code section § 558.1.

7 65. In addition to the alter ego theory of liability for SEAN BRADLEY, as alleged
8 throughout this Complaint, California Labor Code § 558.1 provides for personal liability for
9 employers, and persons acting on behalf of an employer, who violate and/or cause to be violated
10 the statute and related Industrial Welfare Commission Order provision at issue throughout this
11 cause of action.

12 **FOURTH CAUSE OF ACTION**

13 **BY PLAINTIFF AGAINST ALL DEFENDANTS**

14 **FAILURE TO PAY ALL WAGES EARNED**

15 **[Cal. Lab. Code § 201-202, 218, 218.5, 1194, 1194.2, 1198]**

16 66. Plaintiff repeats, realleges, and incorporates all allegations throughout this
17 complaint as though set forth in full herein.

18 67. At all relevant times herein, Defendants were required to compensate its hourly
19 employees for all hours worked upon reporting to work at the appointed time stated by the
20 employer pursuant to the applicable Industrial Commission Orders, California Code of
21 Regulations, Title 8.

22 68. As mentioned herein, Defendants failed to provide proper meal and rest breaks,
23 failed to pay wages for hours worked including overtime hours worked.

24 69. Accordingly, pursuant to Labor Code § 1194 and 218, Plaintiff is entitled to
25 recover wages for all hours, for all hours worked and for all other hours worked that were not
26 adequately compensated, according to proof at time of trial.

27 70. In addition to the alter ego theory of liability for SEAN BRADLEY, as alleged
28 throughout this Complaint, California Labor Code § 558.1 provides for personal liability for

1 employers, and persons acting on behalf of an employer, who violate and/or cause to be violated
2 the statute and related Industrial Welfare Commission Order provision at issue in this cause of
3 action.

4 **FIFTH CAUSE OF ACTION**
5 **BY PLAINTIFF AGAINST ALL DEFENDANTS**
6 **FAILURE TO PAY OVERTIME WAGES**
7 **[Cal. Lab. Code § 510, 218.5, AND 1194]**

8 71. Plaintiff repeats, realleges, and incorporates all allegations throughout this
9 complaint as though set forth in full herein.

10 72. Labor Code § 510 requires employers to pay their non-exempt employees one
11 and one-half times their regular hourly rate (overtime) for time worked in excess of eight hours
12 in a single day, or 40 hours per week, and double their regular hourly rate (double-time) for all
13 hours worked in excess of 12 hours in a single day. It also requires employers to pay their non-
14 exempt employees overtime compensation for the first eight hours of work done on the seventh
15 consecutive day of work done in any work week, and double-time compensation for any work
16 done beyond the first eight hours on the seventh consecutive day of work.

17 73. At all relevant times, Defendants required Plaintiff to work more than eight hours
18 per day and/or more than 40 hours per work week.

19 74. At all relevant times, Defendants failed and refused to pay Plaintiff all the
20 overtime compensation required by Labor Code § 510, California Code of Regulations, title 8,
21 section 11040, and the applicable Industrial Welfare Commission Orders.

22 75. As alleged herein, Plaintiff is not exempt from the overtime requirements of
23 Labor Code § 510, California Code of Regulations, title 8, section 11040, and the applicable
24 Industrial Welfare Commission Orders.

25 76. At all relevant times, Defendants, and each of them, willfully failed to pay
26 Plaintiff the correct amount of overtime compensation. Plaintiff was deprived of Plaintiff's
27 rightfully earned overtime compensation as a direct and proximate result of said conduct by
28 Defendants.

1 77. Based on Defendants' conduct as alleged herein, Defendants are liable in an
2 amount according to proof at time of trial, in unpaid overtime wages pursuant to Labor Code §
3 510, and other applicable provisions, as well as attorneys' fees and costs.

4 78. Plaintiff alleges that Defendants are liable jointly and severally for damages
5 pursuant to Labor Code section § 558.1.

6 79. In addition to the alter ego theory of liability for SEAN BRADLEY, as alleged
7 throughout this Complaint, California Labor Code § 558.1 provides for personal liability for
8 employers, and persons acting on behalf of an employer, who violate and/or cause to be violated
9 the statute and related Industrial Welfare Commission Order provision at issue in this cause of
10 action.

11 **SIXTH CAUSE OF ACTION BY**
12 **PLAINTIFF AGAINST ALL DEFENDANTS**
13 **FAILURE TO ISSUE ACCURATE ITEMIZED WAGE STATEMENTS**
14 **[Cal. Lab. Code § 226, 226.3]**

15 80. Plaintiff repeats, realleges, and incorporates all allegations throughout this
16 complaint as though set forth in full herein.

17 81. Defendants failed to provide Plaintiff with accurate itemized wage statements in
18 writing in violation of Labor Code § 226, which requires wage statements to show: (1) total
19 hours worked, (2) hourly wages, (3) gross wages, (4) total deductions, (5) net wages earned, (6)
20 the inclusive dates of the period for which the employee is paid, (7) the name of the employee
21 and only the last four digits of his or her social security number, (8) the name and address of the
22 legal entity that is Plaintiff's employer, and (9) all applicable hourly rates in effect during the
23 pay period and the corresponding number of hours worked at each hourly rate by the employee.
24 At the very least, wage statements that were issued were not accurate because Plaintiff was not
25 being compensated for work performed, Plaintiff was not being compensated the correct amount
26 of overtime wages, and because Plaintiff was not compensated meal or rest break premiums, as
27 more fully set forth in this complaint.
28

1 82. During the relevant time period, Defendants implemented an employment
2 practice whereby they willfully, intentionally, and not inadvertently, violated Labor Code
3 section 226 as they failed to provide Plaintiff with accurate wage statements compliant with the
4 Labor Code, as the wage statements were not accurate with respect to the applicable and correct
5 rates of pay including overtime rates of pay, and because Plaintiff was not compensated meal or
6 rest break premiums. As alleged herein, Plaintiff is not exempt from the requirements of Labor
7 Code § 226.

8 83. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff's
9 hour, wage, and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty
10 and expense in attempting to reconstruct time and pay records, causing Plaintiff not to be paid
11 wages Plaintiff earned, causing Plaintiff to be unable to rely on earnings statements in dealings
12 with third parties, and eliminating Plaintiff's right under Labor Code § 226(b) to review
13 itemized wage statement information by inspecting the employer's underlying records. For the
14 time periods during which Plaintiff was not provided with any pay stubs, Plaintiff's previously
15 mentioned injuries are presumed as a matter of law.

16 84. Based on Defendants' conduct as alleged herein, Plaintiff is owed the greater of
17 actual wages earned or entitled to a maximum penalty of \$4,000 based on \$50 for each pay
18 period in which there was an initial violation of Section 226 and \$100 for each subsequent pay
19 period in which there was a further violation. Based on the number of violations against
20 Defendants, Defendants are liable to Plaintiff for \$4,000 in damages and statutory penalties
21 pursuant to Labor Code § 226, civil penalties pursuant to Labor Code § 226.3, and other
22 applicable provisions, as well as attorneys' fees and costs.

23 85. Plaintiff seeks injunctive relief under Labor Code section 226 in the form of an
24 order from the Court ordering Defendants to properly state the wages earned, the proper hours
25 worked, and to furnish accurate wage statements to each Plaintiff herein as well as other
26 similarly situated employees.

27 86. In addition to the alter ego theory of liability for SEAN BRADLEY, as alleged
28 throughout this Complaint, California Labor Code § 558.1 provides for personal liability for

1 employers, and persons acting on behalf of an employer, who violate and/or cause to be violated
2 the statute and related Industrial Welfare Commission Order provision at issue throughout this
3 cause of action.

4 ///

5 **SEVENTH CAUSE OF ACTION**

6 **BY PLAINTIFF AGAINST ALL DEFENDANTS**

7 **FAILURE TO TIMELY PRODUCE PAYROLL FILE [Cal. Lab. Code § 226(c)]**

8 87. Plaintiff repeats, realleges, and incorporates all allegations throughout this
9 complaint as though set forth in full herein.

10 88. California Labor Code Section 226 (b) states, “An employer that is required by
11 this code or any regulation adopted pursuant to this code to keep the information required by
12 subdivision (a) shall afford current and former employees the right to inspect or receive a copy
13 of records pertaining to their employment, upon reasonable request to the employer. The
14 employer may take reasonable steps to ensure the identity of a current or former employee. If
15 the employer provides copies of the records, the actual cost of reproduction may be charged to
16 the current or former employee.”

17 89. California Labor Code Section 226 (c) states, “An employer who receives a
18 written or oral request to inspect or receive a copy of records pursuant to subdivision (b)
19 pertaining to a current or former employee shall comply with the request as soon as
20 practicable, but no later than 21 calendar days from the date of the request. A violation of this
21 subdivision is an infraction. Impossibility of performance, not caused by or a result of a
22 violation of law, shall be an affirmative defense for an employer in any action alleging a
23 violation of this subdivision. An employer may designate the person to whom a request under
24 this subdivision will be made.”

25 90. California Labor Code Section 226(f) states, “A failure by an employer to
26 permit a current or former employee to inspect or receive a copy of records within the time set
27 forth in subdivision (c) entitles the current or former employee or the Labor Commissioner to
28 recover a seven-hundred-fifty-dollar (\$750) penalty from the employer.”

91. California Labor Code Section 226(h) states, “An employee may also bring an action for injunctive relief to ensure compliance with this section, and is entitled to an award of costs and reasonable attorney’s fees.”

92. On or about March 17, 2026, Plaintiff made a written request to inspect Plaintiff's payroll file from Defendant ARCATA ASSOCIATES, INC.. Defendant ARCATA ASSOCIATES, INC., failed to respond to Plaintiff's written request to inspect Plaintiff's payroll file and did not timely allow Plaintiff to inspect Plaintiff's payroll file.

93. Plaintiff is entitled to \$750 in civil penalties due to each Defendant that failed to provide employment records including Defendant ARCATA ASSOCIATES, INC. which violated Labor Code Section § 226(c).

94. Plaintiff seeks injunctive relief to compel Defendants ARCATA ASSOCIATES, INC. to produce a full and accurate copy of Plaintiff's payroll records.

95. Defendants' conduct described herein violates the Labor Code. Therefore, Plaintiff is entitled to recover all damages and civil penalties that Defendants owe Plaintiff, plus interest, statutory penalties, and attorneys' fees, expenses, and costs.

EIGHTH CAUSE OF ACTION

BY PLAINTIFF AGAINST ALL DEFENDANTS

FAILURE TO TIMELY PRODUCE PERSONNEL FILE

[Cal. Lab. Code § 1198.5]

96. Plaintiff repeats, realleges, and incorporates all allegations throughout this complaint as though set forth in full herein.

97. On or about March 17, 2026, Plaintiff made a written request to inspect Plaintiff's personnel file from Defendants. Defendants, failed to respond to Plaintiff's written request to inspect his personnel file and did not timely allow Plaintiff to inspect his personnel file.

98. Plaintiff is entitled to \$750 in civil penalties due to each Defendant that failed to provide employment records in violation of Labor Code Section § 1198.5.

1 99. Plaintiff seeks injunctive relief to compel Defendants to produce a full and
2 accurate copy of Plaintiff's personnel files including payroll records.

3 100. Defendants' conduct described herein violates the Labor Code. Therefore,
4 Plaintiff is entitled to recover all damages and civil penalties that Defendants owe Plaintiff, plus
5 interest, statutory penalties, and attorneys' fees, expenses, and costs.

6 **NINTH CAUSE OF ACTION**
7 **BY PLAINTIFF AGAINST ALL DEFENDANTS**
8 **VIOLATIONS OF CALIFORNIA'S UNFAIR COMPETITION ACT**
9 **[Bus. & Prof. Code § 17200 et seq.]**

10 101. Plaintiff repeats, realleges, and incorporates all allegations throughout this
11 complaint as though set forth in full herein.

12 102. California Business & Professional Code § 17200 prohibits any unlawful, unfair,
13 or fraudulent business practices.

14 103. California Business & Professional Code § 17204 allows "any person acting for
15 the interests of itself, its members or the general public" to prosecute a civil action for violation
16 of the UCL.

17 104. Labor code § 90.5(a) states that it is the public policy of California to force
18 vigorously minimum labor standards in order to ensure employees are not required to work
19 under substandard and unlawful conditions, and to protect employers who comply with the law
20 from those who attempt to gain competitive advantage at the expense of their workers by failing
21 to comply with minimum labor standards.

22 105. Defendants' violation of 8 Code of Regulations §11040, the applicable Industrial
23 Welfare Commission Orders, Labor Code §§201, 203, 226, 226.7, 510, 512, 1194, 1194.2,
24 1197, and other applicable provisions, as alleged herein, including Defendants' failure and
25 refusal to pay minimum wages and overtime wages, failure to provide accurate and complaint
26 wage statements, failure to timely pay compensation upon termination or resignation, and
27 Defendant's failure to maintain complete and accurate payroll records for the Plaintiff, constitute
28 unfair business practices in violation of Business & Professional Code §17200 et seq.

106. As a result of Defendants' unfair business practices, Defendants have reaped unfair benefits and illegal profits at the expense of Plaintiff and members of the public. Defendants should be made to disgorge their ill-gotten gains and restore such monies to Plaintiff.

107. Defendants' unfair business practices entitled Plaintiff to seek preliminary and permanent injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and restore to the Plaintiff the overtime compensation and other monies and benefits unlawfully withheld from her.

108. Under Section 17208 of the California Business and Professions Code, the statute of limitations for a claim under Section 17200 is four years. Accordingly, the actionable period of the unpaid wage causes of actions alleged hereinabove are extended from three years of recovery for wage claims to an additional fourth year of recovery.

109. Pursuant to Business & Professional Code §17000 and §17200, the acts constitute continuing and ongoing unlawful activities that justify the issuance of an injunction and all remedies available in the form of unpaid wages, penalties and specific damages that are cumulative and recoverable for Plaintiff.

110. Plaintiff has assumed the responsibility of enforcement of the laws and lawful claims specified herein. There is a financial burden incurred in pursuing this action which is in the public interest. Therefore, reasonable attorneys' fees are appropriate pursuant to California Code of Civil Procedure section 1021.5.

TENTH CAUSE OF ACTION

BY PLAINTIFF AGAINST ALL DEFENDANTS

RETALIATION (Cal. Lab. Code §98.6)

111. Plaintiff hereby incorporates by reference all other allegations contained in this Complaint as though fully set forth herein.

112. Labor Code section 98.6 states:

113. "(a) A person shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action against any employee or applicant for employment because

1 the employee or applicant engaged in any conduct delineated in this chapter, including the
2 conduct described in subdivision (k) of Section 96, and Chapter 5 (commencing with Section
3 1101) of Part 3 of Division 2, or because the employee or applicant for employment has filed a
4 bona fide complaint or claim or instituted or caused to be instituted any proceeding under or
5 relating to his or her rights that are under the jurisdiction of the Labor Commissioner, made a
6 written or oral complaint that he or she is owed unpaid wages, or because the employee has
7 initiated any action or notice pursuant to Section 699, or has testified or is about to testify in a
8 proceeding pursuant to that section, or because of the exercise by the employee or applicant for
9 employment on behalf of himself, herself, or others of any rights afforded him or her.”

10 (emphasis added)

11 114. As stated herein, Plaintiff made an oral complaint regarding ARCATA’s labor
12 law violations.

13 115. Plaintiff is informed and believes, and thereon alleges, that Plaintiff was
14 terminated from Plaintiff’s employment with Defendants as a result of Plaintiff’s complaints of
15 labor law violations. Defendants’ retaliatory animus is evidence by, among other things,
16 aforementioned facts, and the false and pretextual reason for termination.

17 116. Said Conduct violates Labor Code § 98.6, and such violations were a proximate
18 cause in Plaintiff’s damages as stated below.

19 117. The damage allegations above, inclusive, are herein incorporated by reference.

20 118. The foregoing conduct of Defendants individuals, or by and through their
21 managing agents, was intended by Defendants to cause injury to Plaintiff or was despicable
22 conduct carried on by Defendants with a willful and conscious disregard of the rights of Plaintiff
23 or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff’s right to be
24 free from interference by threats, intimidation, or coercion, or attempts to interfere by threats,
25 intimidation, or coercion, such as to constitute malice, oppression, or fraud under Civil Code
26 §3294, thereby entitling Plaintiff to punitive damages in the amount appropriate to punish or
27 make an example of Defendants.

119. In addition to all other remedies available to Plaintiff, Plaintiff is entitled to a civil penalty of \$10,000.00 pursuant to Labor Code §98.6(b)(3), for Defendant's violation of Labor Code §98.6.

120. Pursuant to Code of Civil Procedure section 1021.5, Plaintiff requests a reasonable award of attorney's fees and costs. Plaintiff has incurred and continues to incur legal expenses and attorney fees. Plaintiff is presently unaware of the precise amount of these expenses and fees and prays leave of court to amend this complaint when the amounts are more fully known.

ELEVENTH CAUSE OF ACTION
BY PLAINTIFF AGAINST ALL DEFENDANTS
RETALIATION (Cal. Lab. Code §§1102.5, 1102.6)

121. Plaintiff hereby incorporates by reference all other allegations contained in this Complaint as though fully set forth herein.

122. At all relevant times, Labor Code §1102.5(b) was in full force and effect, and was binding on Defendants. This law prohibits an employer, or any person acting on behalf of the employer, from discharging an employee or in any manner discriminating or retaliating against, or taking any adverse action against, an employee because, among other things, the employee disclosed information to a government or law enforcement agency, or to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.

123. Plaintiff reported violations of employment practices to his supervisor.

124. Defendants subjected Plaintiff to the adverse employment action, including without limitation, termination because Plaintiff reported the violations of the employment practices to his supervisor.

1 125. Plaintiff's reports of these violations were a motivating and contributing factor
2 for the adverse employment actions by Defendants against Plaintiff.

3 126. Said conduct violates Labor Code § 1102.5 and Labor Code §1102.6, and such
4 violations were a proximate cause in Plaintiff's damages as hereinabove stated.

5 127. The damage allegations above, inclusive, are herein incorporated by reference.

6 128. The foregoing conduct of Defendants, individually, or by and through their
7 managing agents, was intended by Defendants to cause injury to Plaintiff, or was despicable
8 conduct carried by Defendants with a willful and conscious disregard of the rights of Plaintiff or
9 subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights such
10 as to constitute malice, oppression or fraud under Civil Code §3294, thereby entitling Plaintiff
11 to punitive damages in an amount appropriate to punish or make an example out of Defendants.

12 129. In addition to all other remedies available to Plaintiff, Defendants are liable for a
13 civil penalty not exceeding ten thousand dollars (\$10,000.00) for each violation of Labor Code §
14 1102.5, to be awarded to Plaintiff, pursuant to Labor Code § 1102.5(f).

15 130. Pursuant to Labor Code § 1102.5(j), Plaintiff is entitled to an award of reasonable
16 attorney's fees as a plaintiff who brings a successful action for a violation of Labor Code §
17 1102.5.

18 **TWELFTH CAUSE OF ACTION**

19 **BY PLAINTIFF AGAINST DEFENDANT ARCATA ASSOCIATES, INC.**

20 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

21 131. Plaintiff hereby incorporates by reference all other allegations contained in this
22 Complaint as though fully set forth herein.

23 132. At all relevant times mentioned in this complaint, Labor Code §98.6 was in full
24 force and effect and was binding upon Defendants. This law prohibits retaliation against
25 employees who complain about unpaid wages and/or attempt to exercise the rights under the
26 Labor Code. Labor Code §98.6 reflects the State's broad public policy interest in protecting the
27 rights of individual employees and job applicants who could not otherwise afford to protect
28 themselves from violations of the Labor Code.

1 133. At all relevant times mentioned in this complaint, Labor Code §1102.5 was in
2 full force and effect and was binding upon Defendants and each of them. This law prohibits
3 retaliation against employees who disclose reasonable suspicions of illegal activity or conduct
4 by their employer to a government or law enforcement agency, or to employer itself. Labor
5 Code §1102.5 reflects the State's broad public policy interest in encouraging workplace
6 "whistleblowers," who may without fear of retaliation report concerns regarding an employer's
7 suspected illegal conduct, irrespective of whether the reporting is made to government agencies
8 or to the employer itself, and irrespective of whether the employee's suspicions are correct that
9 the challenged conduct actually violates some law. Indeed, the law in California is that an
10 employee's good faith but mistaken belief in the illegality of his co-workers', supervisor's, and
11 employer's conduct is protected from employer retaliation in the whistle-blowing context.

12 134. Plaintiff is informed and believes and based thereon alleges, that Plaintiff's
13 engagement in protected activities under Labor Code §98.6 and/or §1102.5 was a proximate
14 cause in Plaintiff's damages as stated below.

15 135. The damage allegations above, inclusive, are herein incorporated by reference.

16 136. The foregoing conduct of Defendants, individually, or by and through their
17 managing agents, was intended by Defendants to cause injury to Plaintiff, or was despicable
18 conduct carried by Defendants with a willful and conscious disregard of the rights of Plaintiff or
19 subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights such
20 as to constitute malice, oppression or fraud under Civil Code §3294, thereby entitling Plaintiff
21 to punitive damages in an amount appropriate to punish or make an example out of Defendants.

22 **THIRTEENTH CAUSE OF ACTION**

23 **BY PLAINTIFF AGAINST ALL DEFENDANTS**

24 **VIOLATION OF THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT**

25 **(Cal. Labor Code §§ 2698 et seq.)**

26 137. Plaintiff repeats, realleges, and incorporates all allegations throughout this
27 complaint as though set forth in full herein.
28

1 138. Plaintiff has satisfied all prerequisites to serve as a representative to enforce the
2 penalty provisions of PAGA. Plaintiff, through duly appointed counsel, gave written notice
3 properly with the LWDA, Case No. LWDA-CM-1157342-26 and the employer by certified
4 mail, on February 13, 2026 informing them of the specific provisions of the California Labor
5 Code that Defendants violated, including the facts and theories that support the alleged
6 violations.

7 139. Plaintiff has not received notice from the LWDA that it intends to investigate and
8 has allowed sixty-five (65) days to elapse. Thus, Plaintiff is permitted to commence this civil
9 action.

10 140. Plaintiff thus seeks, as a representative of the State of California, to recover all
11 penalties otherwise capable of being collected by the LWDA, or any of its departments,
12 divisions, commissions, boards, agencies, or employees.

13 141. This includes the civil fines applicable to Plaintiff's violations of the California
14 Labor Code §§ 204, 226(a), 226.7, 512, 558.

15 142. For all provisions of the California Labor Code for which a civil penalty is not
16 specifically provided, PAGA establishes a civil penalty of one hundred dollars (\$100) for each
17 aggrieved employee per pay period. A heightened civil penalty of two hundred dollars (\$200)
18 for each aggrieved employee per pay period applies where, within the five (5) years preceding
19 the alleged violation, the Labor and Workforce Development Agency or a court issued a finding
20 or determination that the employer's policy or practice giving rise to the violation was unlawful,
21 or where the court determines that the employer's conduct giving rise to the violation was
22 malicious, fraudulent, or oppressive. See Labor Code § 2699.

23 143. Funds recovered under PAGA will be distributed as required by law, with 65%
24 of the civil penalties being paid to the LWDA and 35% to the aggrieved employees.

25 144. Plaintiff and other current and former employees of Defendants are "aggrieved
26 employees" under PAGA, as they were employed by Defendants on an hourly basis during the
27 relevant period and suffered one or more of the Labor Code violations set forth herein. Plaintiff
28 personally suffered each of the Labor Code violations for which he seeks civil penalties in this

1 cause of action, and seeks penalties only on behalf of himself, the LWDA, and other aggrieved
2 employees who suffered the same violations. Accordingly, Plaintiff seeks to recover on his
3 behalf and on behalf of other current and former employees of Defendants, the civil penalties
4 provided by PAGA, as well as attorney's fees and costs for the prosecution of this action.

5 145. Plaintiff seeks to recover the PAGA civil penalties for violations of the following
6 Labor Code provisions, as more thoroughly detailed throughout this Complaint.

- 7 a. Labor Code §§ 510(a) and 1198 (Unpaid Overtime): Defendants caused
8 Plaintiff, and other aggrieved employees, to work in excess of eight (8) hours
9 per workday and/or forty (40) hours per workweek, but failed to pay all
10 overtime and double-time wages owed, including by failing to include non-
11 discretionary bonuses and other remuneration in the regular rate of pay used
12 to calculate overtime compensation;
- 13 b. Labor Code §§ 226.7(a) and 512(a) (Meal Periods): Defendants failed to
14 provide Plaintiff, and other aggrieved employees, with a first uninterrupted
15 thirty (30) minute meal period before the end of the fifth (5th) hour of work,
16 and a second uninterrupted thirty (30) minute meal period before the end of
17 the tenth (10th) hour of work, and failed to pay the one (1) hour premium
18 wage required under Labor Code § 226.7(b) when a meal period was missed,
19 late, or interrupted;
- 20 c. Labor Code § 226.7(a) (Rest Periods): Defendants failed to authorize and
21 permit Plaintiff, and other aggrieved employees, to take all required rest
22 periods when they worked more than four (4) hours or a major fraction
23 thereof, required them to work through their rest periods and/or interrupted
24 those rest periods, and failed to pay the one (1) hour premium wage required
25 under Labor Code § 226.7(b) for each missed or noncompliant rest period;
- 26 d. Labor Code § 204(a) (Timing of Wages During Employment): Defendants
27 failed to pay Plaintiff, and other aggrieved employees, all wages earned
28

(including overtime wages and meal and rest period premium wages) within the time periods required during their employment;

- e. Labor Code §§ 201 and 202 (Timing of Final Wages): Defendants failed to timely pay Plaintiff, and other aggrieved employees, all wages due upon discharge or resignation, including unpaid overtime wages;
- f. Labor Code § 226(a) (Inaccurate Wage Statements): By underpaying or failing to timely pay wages, meal and rest period premiums, and wages upon separation, Defendants furnished Plaintiff, and other aggrieved employees, with itemized wage statements that failed to accurately report, among other things, gross wages earned, net wages earned, total hours worked, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate;
- g. Labor Code §§ 1198 and 1174(d) (Record-Keeping): Defendants failed to maintain accurate records reflecting the actual hours worked, meal periods, rest periods, total daily hours, total hours worked per pay period, and applicable pay rates for Plaintiff, and other aggrieved employees.

PRAYER

PLAINTIFF PRAYS for judgment against Defendant as follows:

- 1. For general and special damages according to proof;
- 2. For exemplary and punitive damages in an amount according to proof;
- 3. For all unpaid and underpaid wages under all applicable statutes alleged herein;
- 4. For all civil penalties as permitted by law;
- 5. For pre-judgment and post-judgment interest on all damages awarded;
- 6. For attorneys' fees and costs under all applicable statutes alleged herein;
- 7. For injunctive relief as justice requires, including an order for Defendant's to produce Plaintiff's payroll files or any other injunctive relief that justice requires in order to obtain compliance with Labor Code § 226(c), et seq.;

8. For injunctive relief as justice requires, including an order for Defendants to produce Plaintiff's personnel files or any other injunctive relief that justice requires in order to obtain compliance with Labor Code § 1198.5;

9. For equitable relief in the form of an order and restitution in the form of an additional fourth year of recovery for unpaid wages as a result of Defendant's violation of California wage and hour laws mentioned herein.

10. For an award of civil penalties, per each violation, pursuant to PAGA, and for injunctive relief pursuant to PAGA.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial of this matter by jury. The amount demanded exceeds \$35,000.

Dated: June 19, 2026

BANA LEGAL GROUP, P.C.

BY:

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