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12 Attorneys for Plaintiff
13 ELIAS ESTRADA, JR., on behalf of all
14 other aggrieved employees

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO

ELIAS ESTRADA, JR., an individual, on
behalf of all other aggrieved employees,

Plaintiff,

vs.

RESCUE ELECTRIC CORPORATION, a
California corporation; BLACK DIAMOND
ELECTRIC, INC., a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

ELECTRONICALLY FILED

Superior Court of California,
County of Fresno

By: Priscilla DeLosSantos, Deputy Clerk

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CASE NO.: 26CU00531

COMPLAINT FOR:

1. Penalties Under the California Labor Code Private Attorneys General Act of 2004, as a Representative Action Only (California Labor Code § 2698, *et seq.*)

DEMAND FOR JURY TRIAL

1 Plaintiff ELIAS ESTRADA, JR. (“PLAINTIFF”), on behalf of all other current and
2 former non-exempt employees of DEFENDANTS (as defined in Paragraph 1 below) who worked
3 for DEFENDANTS in the State of California at any time during the relevant statutory period
4 (“AGGRIEVED EMPLOYEES”), in a representative capacity only, hereby alleges as follows:

5 **INTRODUCTION**

6 1. PLAINTIFF brings this action on behalf of the State of California and all other
7 AGGRIEVED EMPLOYEES of Defendants RESCUE ELECTRIC CORPORATION, a California
8 corporation; BLACK DIAMOND ELECTRIC, INC., a California corporation; and DOES 1 through
9 50, inclusive, (collectively, “DEFENDANTS”) to recover penalties arising from unpaid wages
10 earned and due, including but not limited to failure to provide meal periods, failure to authorize
11 and permit rest periods, failure to pay minimum wages, unpaid and illegally calculated overtime
12 compensation, illegal meal and rest period policies, failure to pay all wages due to discharged or
13 quitting employees, failure to furnish accurate itemized wage statements, failure to timely pay
14 wages during employment, failure to indemnify employees for necessary expenditures and/or
15 losses incurred in discharging their duties.

16 **JURISDICTION AND VENUE**

17 2. The Superior Court of the State of California has jurisdiction in this matter because
18 PLAINTIFF is a citizen and resident of the State of California and DEFENDANTS are citizens
19 and residents of, and/or regularly conduct business in, California. Further, no federal question is
20 at issue because the claims are based solely on California law.

21 3. Venue is proper in this judicial district and the County of Fresno, California
22 because PLAINTIFF and other AGGRIEVED EMPLOYEES performed work for
23 DEFENDANTS in the County of Fresno and many of DEFENDANTS’ unlawful actions and
24 omissions, as set forth herein, occurred in the County of Fresno. DEFENDANTS also maintain
25 offices and facilities and transact business in the County of Fresno and DEFENDANTS’ illegal
26 payroll policies and practices which are the subject of this action were applied, at least in part, to
27 PLAINTIFF and the other AGGRIEVED EMPLOYEES in the County of Fresno.

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PARTIES

4. PLAINTIFF is a citizen and resident of the State of California. At times material to this complaint, PLAINTIFF was employed by DEFENDANTS in the State of California as a non-exempt employee.

5. PLAINTIFF is informed and believes, and thereon alleges, that RESCUE ELECTRIC CORPORATION, is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFF is further informed and believes, and thereon alleges, that RESCUE ELECTRIC CORPORATION is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, RESCUE ELECTRIC CORPORATION maintains offices and conducts business in the County of Fresno, State of California.

6. PLAINTIFF is informed and believes, and thereon alleges, that BLACK DIAMOND ELECTRIC, INC. is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. PLAINTIFF is further informed and believes, and thereon alleges, that BLACK DIAMOND ELECTRIC, INC. is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, BLACK DIAMOND ELECTRIC, INC. maintains offices and conducts business in the County of Fresno, State of California.

7. The true names and capacities of DOES 1 through 50, inclusive, are unknown to PLAINTIFF at this time, and PLAINTIFF therefore sues such defendants under fictitious names. PLAINTIFF is informed and believes, and thereon alleges, that each defendant designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and that PLAINTIFF and other AGGRIEVED EMPLOYEES' injuries and damages, as alleged herein, were proximately caused by the conduct of such DOE defendants. PLAINTIFF will seek leave of the court to amend this complaint to allege the true names and capacities of such DOE defendants when ascertained.

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1 8. At all relevant times herein, DEFENDANTS were the joint employers of
2 PLAINTIFF and other AGGRIEVED EMPLOYEES. PLAINTIFF is informed and believes, and
3 thereon alleges, that at all times material to this complaint DEFENDANTS were the alter egos,
4 divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals,
5 related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors,
6 actual or ostensible, of each other. Each defendant was completely dominated by his, her, or its
7 co-defendant, and each was the alter ego of the other.

8 9. Upon information and belief, at all relevant times herein, DEFENDANTS had an
9 interrelation of operations, common management, centralized control of labor relations, and
10 common ownership and financial control.

11 10. At all relevant times herein, PLAINTIFF and other AGGRIEVED EMPLOYEES
12 were employed by DEFENDANTS under employment agreements that were partly written, partly
13 oral, and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS,
14 and each of them, acted pursuant to, and in furtherance of, their policies and practices of not
15 paying PLAINTIFF and other AGGRIEVED EMPLOYEES all wages earned and due, through
16 methods and schemes which include, but are not limited to, failing to pay overtime premiums;
17 failing to provide rest and meal periods; failing to properly maintain records; failing to provide
18 accurate itemized statements for each pay period; failing to properly compensate PLAINTIFF and
19 other AGGRIEVED EMPLOYEES for necessary expenditures; and requiring, permitting or
20 suffering the employees to work off the clock, in violation of the California Labor Code and the
21 applicable Welfare Commission ("IWC") Orders.

22 11. PLAINTIFF is informed and believes, and thereon allege, that each and every one
23 of the acts and omissions alleged herein were performed by, and/or attributable to, all
24 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
25 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
26 and scope of said agency, employment and/or direction and control.

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1 12. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
2 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
3 provision regulating minimum wages or hours and days of work in any order of the Industrial
4 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, or 1194.

5 13. As a direct and proximate result of the unlawful actions of DEFENDANTS,
6 PLAINTIFF and other aggrieved employees have suffered, and continue to suffer, from loss of
7 earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction
8 of this Court.

9 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

10 14. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
11 Labor Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of all AGGRIEVED
12 EMPLOYEES of DEFENDANTS in the State of California at any time during the relevant
13 statutory period.

14 15. Pursuant to Labor Code § 2699.3, PLAINTIFF gave written notice by online filing
15 on February 5, 2026 to the California Labor and Workforce Development Agency (“LWDA”)
16 and by certified mail to DEFENDANTS of the specific provisions of the Labor Code and IWC
17 Wage Orders alleged to have been violated, including the facts and theories to support the alleged
18 violations. Within sixty-five (65) calendar days of the February 5, 2026 postmark date of
19 PLAINTIFF’s notice letters, the LWDA did not provide notice to PLAINTIFF that it intends to
20 investigate the alleged violations. Pursuant to California Labor Code § 2699.3(d), the sixty-five
21 (65) day notice period set forth in California Labor Code § 2699.3(a) is not counted as part of the
22 time limited for the commencement of this civil action. Therefore, PLAINTIFF has complied
23 with all of the requirements set forth in California Labor Code § 2699.3 to commence a
24 representative action under PAGA.

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1 **FACTUAL ALLEGATIONS**

2 **Failure to Provide Required Meal Periods**

3 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 16-2001, § 11]**

4 16. At times relevant herein, as part of DEFENDANTS' illegal policies and practices
5 to deprive AGGRIEVED EMPLOYEES of all wages earned and due, DEFENDANTS required,
6 suffered or permitted PLAINTIFF and other AGGRIEVED EMPLOYEES to take less than the
7 30-minute meal period, or to work through them, and have failed to otherwise provide the
8 required meal periods to PLAINTIFF and other AGGRIEVED EMPLOYEES pursuant to Labor
9 Code §§ 226.7 and 512 and IWC Order No. 16-2001, § 11.

10 17. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage
11 Order No. 16-2001, § 11 by failing to compensate PLAINTIFF and other AGGRIEVED
12 EMPLOYEES who were not provided with a meal period, in accordance with the applicable IWC
13 Wage Order, one additional hour of compensation at each employee's regular rate of pay for each
14 workday that a meal period was not provided.

15 **Failure to Provide Required Rest Periods**

16 **[Cal. Labor Code §§ 226.2, 226.7; IWC Wage Order No. 16-2001, § 12]**

17 18. At all times relevant herein, as part of DEFENDANTS' illegal policies and
18 practices to deprive AGGRIEVED EMPLOYEES all wages earned and due, DEFENDANTS failed
19 to provide rest periods to PLAINTIFF and other AGGRIEVED EMPLOYEES as required under
20 Labor Code §§ 226.2, 226.7, and IWC Wage Order No. 16-2001, § 12.

21 19. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No.
22 16-2001, § 12 by failing to pay PLAINTIFF and other AGGRIEVED EMPLOYEES who were
23 not provided with a rest period, in accordance with the applicable IWC Wage Order, one
24 additional hour of compensation at each employee's regular rate of pay for each workday that a
25 rest period was not provided.

26 20. Furthermore, in violation of Labor Code § 226.2(a)(1), DEFENDANTS failed to
27 compensate PLAINTIFF and other AGGRIEVED EMPLOYEES for rest periods separate from
28 any piece-rate compensation when PLAINTIFF and other AGGRIEVED EMPLOYEES were

1 paid on a piece-rate basis during a pay period.

2 **Failure to Pay Overtime Wages**

3 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 16-2001, § 3]**

4 21. Pursuant to Labor Code §§ 510 and 1194 and IWC Wage Order No. 16-2001, § 3,
5 DEFENDANTS are required to compensate PLAINTIFF and other AGGRIEVED EMPLOYEES
6 for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all
7 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
8 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
9 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
10 on the seventh consecutive day of work in any workweek.

11 22. PLAINTIFF and other AGGRIEVED EMPLOYEES are current and former non-
12 exempt employees of DEFENDANTS entitled to the protections of Labor Code §§ 510 and 1194
13 and IWC Wage Order No. 16-2001. At times relevant herein, DEFENDANTS failed to
14 compensate PLAINTIFF and other AGGRIEVED EMPLOYEES for all overtime hours worked
15 as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among
16 other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as
17 provided by Labor Code §§ 510, 1194, and IWC Wage Order No. 16-2001, § 3; failing to include
18 all remuneration in the calculation of the regular rate of pay for overtime purposes; requiring,
19 suffering or permitting PLAINTIFF and other AGGRIEVED EMPLOYEES to work off the
20 clock; requiring, permitting or suffering PLAINTIFF and other AGGRIEVED EMPLOYEES to
21 work through meal breaks; illegally and inaccurately recording time in which PLAINTIFF and
22 other AGGRIEVED EMPLOYEES worked; enforcing an unlawful rounding policy resulting, in
23 practice over time, in the systematic underpayment of overtime wages to aggrieved employees;
24 failing to properly maintain PLAINTIFF's and other AGGRIEVED EMPLOYEES' records;
25 failing to provide accurate itemized wage statements to PLAINTIFF for each pay period; and
26 other methods to be discovered. DEFENDANTS further failed to pay PLAINTIFF and other
27 AGGRIEVED EMPLOYEES overtime for all hours worked over (8) hours per day and/or forty
28 (40) hours per week when they were paid on a piece-rate basis.

1 23. DEFENDANTS have knowingly and willfully refused to perform their obligations
2 to compensate PLAINTIFF and other AGGRIEVED EMPLOYEES for all wages earned and all
3 hours worked in violation of Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 16-
4 2001, § 3.

5 **Failure to Pay Minimum Wages**

6 **[Cal Labor Code §§ 226.2, 1194, 1197; IWC Wage Order No. 16-2001, § 4]**

7 24. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No.
8 16-2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
9 worked in a payroll period is unlawful.

10 25. During the PENALTY PERIOD and in violation of California Labor Code §§
11 1194 and 1197 and IWC Wage Order No. 16-2001, § 4, DEFENDANTS failed to pay
12 PLAINTIFF and other AGGRIEVED EMPLOYEES the applicable minimum wages for all hours
13 worked in a payroll period by, among other things: requiring, suffering or permitting PLAINTIFF
14 and other AGGRIEVED EMPLOYEES to work off the clock; requiring, suffering or permitting
15 PLAINTIFF and other AGGRIEVED EMPLOYEES to work through meal breaks; illegally and
16 inaccurately recording time in which PLAINTIFF and other AGGRIEVED EMPLOYEES
17 worked; failing to properly maintain PLAINTIFF's and other AGGRIEVED EMPLOYEES'
18 records; failing to provide accurate itemized wage statements to PLAINTIFF and other
19 AGGRIEVED EMPLOYEES for each pay period; and other methods to be discovered.

20 26. In violation of California Labor Code § 226.2, DEFENDANTS failed to
21 compensate PLAINTIFF and other AGGRIEVED EMPLOYEES for rest periods and other
22 nonproductive time separate from any piece-rate compensation, including but not limited to
23 failure to compensate separately for rest breaks, commute time in company trucks, and time spent
24 at the shop picking up and dropping off materials when PLAINTIFF and other AGGRIEVED
25 EMPLOYEES were paid on a piece-rate basis. Thus, DEFENDANTS failed to pay PLAINTIFF
26 and other AGGRIEVED EMPLOYEES the applicable minimum wage for all hours worked.

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1 **Failure to Timely Pay Wages During Employment**

2 **[Cal. Labor Code § 204]**

3 27. Pursuant to California Labor Code § 204, for all labor performed between the 1st
4 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
5 employees between the 16th and 26th day of the month during which the labor was performed.
6 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
7 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
8 between the 1st and 10th day of the following calendar month. In addition, California Labor
9 Code § 204 provides that all wages earned for labor in excess of the normal work period shall be
10 paid no later than the payday of the next regular payroll period.

11 28. DEFENDANTS knowingly and intentionally also failed to pay PLAINTIFF and
12 AGGRIEVED EMPLOYEES sick pay and overtime at their regular rate of pay. DEFENDANTS
13 knowingly and intentionally failed to include all remuneration earned on wage statements in the
14 calculation of paid sick leave and overtime. As a result, PLAINTIFF and AGGRIEVED
15 EMPLOYEES were issued inaccurate wage statements with incorrect wages earned listed.

16 29. For employees compensated on a piece-rate basis, DEFENDANTS further failed
17 to timely pay PLAINTIFF and AGGRIEVED EMPLOYEES all wages during employment when
18 DEFENDANTS failed to compensate employees for rest and recovery periods and other
19 nonproductive time separate from any piece-rate compensation.

20 30. At times relevant herein, DEFENDANTS knowingly and willfully failed to timely
21 pay PLAINTIFF and other AGGRIEVED EMPLOYEES all the wages for labor performed by the
22 next regular payroll period as required by California Labor Code § 204.

23 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

24 **[Cal. Labor Code §§ 201, 202, 203]**

25 31. Pursuant to Labor Code § 201, 202 and 203, DEFENDANTS are required to pay
26 all earned and unpaid wages to an employee who is discharged. Labor Code § 201 mandates that
27 if an employer discharges an employee, the employee's wages accrued and unpaid at the time of
28 discharge are due and payable immediately.

1 32. Furthermore, pursuant to Labor Code § 202, DEFENDANTS are required to pay
2 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
3 employment, unless the employee provided 72 hours previous notice of his or her intention to
4 quit, in which case the employee is entitled to his or wages at the time of quitting.

5 33. Labor Code § 203 provides that if an employer willfully fails to pay, in accordance
6 with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the
7 employer is liable for waiting time penalties in the form of continued compensation to the
8 employee at the same rate for up to 30 workdays.

9 34. DEFENDANTS knowingly and intentionally also failed to pay PLAINTIFF and
10 AGGRIEVED EMPLOYEES sick pay and overtime at their regular rate of pay. DEFENDANTS
11 knowingly and intentionally failed to include all remuneration earned on wage statements in the
12 calculation of paid sick leave and overtime. For employees compensated on a piece-rate basis,
13 DEFENDANTS further failed to pay PLAINTIFF and AGGRIEVED EMPLOYEES all wages
14 due upon separation when DEFENDANTS failed to compensate employees for rest and recovery
15 periods and other nonproductive time separate from any piece-rate compensation. At times
16 relevant herein, in violation of Labor Code §§ 201 and 202, DEFENDANTS willfully failed to
17 timely pay accrued wages and other compensation to PLAINTIFF and other AGGRIEVED
18 EMPLOYEES who were discharged or quit his or her employment.

19 **Failure to Furnish Accurate Itemized Wage Statements**

20 **[Cal. Labor Code §§ 226(a), 226.2; IWC Wage Order No. 16-2001, § 7]**

21 35. At times relevant herein, DEFENDANTS routinely failed and continue to fail to
22 provide PLAINTIFF and other AGGRIEVED EMPLOYEES with timely and accurate itemized
23 wage statements in writing showing each employee's gross wages earned, total hours worked, the
24 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
25 rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the
26 employee is paid, the name of the employee and only the last four digits of his or her social
27 security number or employee identification number, the name and address of the legal entity or
28 entities employing PLAINTIFF and other AGGRIEVED EMPLOYEES, and all applicable hourly

1 rates in effect during each pay period and the corresponding number of hours worked at each
2 hourly rate, in violation of California Labor Code § 226(a) and IWC Wage Order No. 16-2001 §
3 7.

4 36. At times relevant herein, DEFENDANTS knowingly and intentionally failed to
5 provide PLAINTIFF and other AGGRIEVED EMPLOYEES with timely and accurate itemized
6 wage statements in accordance with Labor Code § 226(a).

7 37. At times relevant herein, PLAINTIFF and other AGGRIEVED EMPLOYEES
8 suffered injury as a result of DEFENDANTS' failure to provide timely and accurate itemized
9 wage statements as PLAINTIFF and other AGGRIEVED EMPLOYEES could not promptly and
10 easily determine from the wage statement alone one or more of the following: the gross wages
11 earned, the total hours worked, all deductions made, the net wages earned, the name and address
12 of the legal entity or entities employing PLAINTIFF and other AGGRIEVED EMPLOYEES,
13 and/or all applicable hourly rates in effect during each pay period and the corresponding number
14 of hours worked at each hourly rate.

15 38. DEFENDANTS further failed to furnish PLAINTIFF AND other AGGRIEVED
16 EMPLOYEES wage statements that comply with Labor Code § 226.2(a)(2), which requires that
17 employees paid on a piece-rate basis be provided with wage statements that separately state the
18 following, "(A) The total hours of compensable rest and recovery periods, the rate of
19 compensation, and the gross wages paid for those periods during the pay period. (B) Except for
20 employers paying compensation for other nonproductive time in accordance with paragraph (7),
21 the total hours of other nonproductive time, as determined under paragraph (5), the rate of
22 compensation, and the gross wages paid for that time during the pay period."

23 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**

24 **Duties**

25 **[Cal. Labor Code § 2802]**

26 39. Labor Code § 2802(a) requires an employer to indemnify an employee for all
27 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
28 of her his or her duties, or of his or her obedience to the directions of the employer.

1 40. At times relevant herein, DEFENDANTS failed to indemnify PLAINTIFF and
2 other AGGRIEVED EMPLOYEES for all business expenses and/or losses incurred in direct
3 consequence of the discharge of their duties while working under the direction of
4 DEFENDANTS, including but not limited to expenses for personal cell phone usage and other
5 employment-related expenses, in violation of Labor Code § 2802.

6 **Failure to Pay Sick Leave at the Regular Rate of Pay**

7 **[Cal. Labor Code § 246]**

8 41. Labor Code § 246 requires an employer to pay employees sick leave using one of
9 the calculations in Labor Code § 246(l)(1)-(3).

10 42. At times relevant herein, DEFENDANTS violated Labor Code § 246(l)(1)-(3) by
11 failing to pay PLAINTIFF and other AGGRIEVED EMPLOYEES sick leave at the correct
12 regular rate of pay, including by failing to include all remuneration earned in the calculation of
13 paid sick leave.

14 **Failure to Compensate for Rest and Recovery Periods and Other Nonproductive Time**

15 **[Cal. Labor Code § 226.2]**

16 43. For employees compensated on a piece-rate basis, Labor Code § 226.2 requires an
17 employer to compensate employees for rest and recovery periods and other nonproductive time
18 separate from any piece-rate compensation. Employees shall be compensated for rest and
19 recovery periods at a regular hourly rate that is no less than the higher of (i) an average hourly
20 rate determined by dividing the total compensation for the workweek, exclusive of compensation
21 for rest and recovery periods and any premium compensation for overtime, by the total hours
22 worked during the workweek, exclusive of rest and recovery periods; and (ii) the applicable
23 minimum wage. Employees shall be compensated for other nonproductive time at an hourly rate
24 that is no less than the applicable minimum wage.

25 44. At times relevant herein, DEFENDANTS violated Labor Code § 226.2 by failing
26 to pay PLAINTIFF and other AGGRIEVED EMPLOYEES separate compensation for rest and
27 recovery periods and other nonproductive time, including but not limited to failure to compensate
28 for rest breaks, commute time in company trucks, and time spent at the shop picking up and

1 dropping off materials.

2 **FIRST CAUSE OF ACTION**

3 **Representative Action for Penalties Under the Labor Code Private Attorneys General Act**
4 **of 2004**

5 **[Cal. Labor Code § 2698, *et seq.*]**

6 **(Against All DEFENDANTS)**

7 45. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
8 allegations in paragraphs 1 through 35.

9 46. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor
10 Code § 2699(c), and a proper representative to bring a civil action on behalf other current and
11 former non-exempt employees of DEFENDANTS pursuant to the procedures specified in Labor
12 Code § 2699.3, because PLAINTIFF was employed by DEFENDANTS and one or more of the
13 alleged Labor Code violations was committed against PLAINTIFF during the relevant period.

14 47. PLAINTIFF seeks to recover civil penalties through a representative action
15 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
16 Cal.4th 969. Thus, class certification is not required.

17 48. Pursuant to Labor Code §§ 2698-2699.5, PLAINTIFF seeks to recover civil
18 penalties from DEFENDANTS in a representative action for the violations set forth above,
19 including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.2, 226.7,
20 246, 510, 512, 1174(d), 1194, 1197, 1198, and 2802.

21 49. Pursuant to Labor Code § 2699(a), PLAINTIFF seeks civil penalties for
22 DEFENDANTS’ violations of Labor Code provisions for which a civil penalty is specifically
23 provided, including but not limited to the following:

- 24 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,
25 DEFENDANTS are subject to a civil penalty in the amount of one hundred
26 dollars (\$100) for the initial violation for each failure to pay each employee
27 and two hundred dollars (\$200) per employee for violations in subsequent
28 pay periods.

- 1 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
2 DEFENDANTS are subject to a civil penalty in the amount of two hundred
3 and fifty dollars (\$250) per AGGRIEVED EMPLOYEE for the initial pay
4 period where a violation occurs and one thousand dollars (\$1,000) per
5 AGGRIEVED EMPLOYEE for violations in subsequent pay periods.
- 6 c. Pursuant to Labor Code § 558(a), “[a]ny employer or other person acting
7 on behalf of an employer who violates, or causes to be violated, a section
8 of this chapter or any provision regulating hours and days of work in any
9 order of the Industrial Welfare Commission,” including Labor Code §§ 510
10 and 512, shall be subject to a civil penalty, in addition to any other penalty
11 provided by law, of fifty dollars (\$50) for initial violations for each
12 underpaid employee for each pay period for which the employee was
13 underpaid and one hundred dollars (\$100) for each subsequent violation for
14 each underpaid employee for each pay period for which the employee was
15 underpaid. In addition, PLAINTIFF seeks civil penalties in the amount
16 sufficient to recover underpaid wages owed to AGGRIEVED
17 EMPLOYEES pursuant to Labor Code § 558(a).
- 18 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
19 DEFENDANTS are subject to a civil penalty of five hundred dollars
20 (\$500).
- 21 e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be
22 paid to any employee a wage less than the minimum fixed by an order of
23 the commission, shall be subject to a civil penalty as follows: for any initial
24 violation that is intentionally committed, one hundred dollars (\$100) for
25 each underpaid employee for each pay period for which the employee is
26 underpaid; and for each subsequent violation of the same offense, two
27 hundred fifty dollars (\$250) for each underpaid employee for each pay
28 period for which the employee is underpaid regardless of whether the

1 initial violation was intentionally committed.

2 50. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
3 penalty is not specifically provided, the following civil penalties are established: one hundred
4 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
5 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
6 PLAINTIFF seeks such civil penalties under Labor Code § 2699(f) for DEFENDANTS'
7 violations of Labor Code provisions for which a civil penalty is not specifically provided,
8 including but not limited to Labor Code §§ 201, 202, 203, 226.2, 226.7, 1194, 1197, 1198, and
9 2802.

10 51. PLAINTIFF additionally seeks reasonable attorney's fees and costs pursuant to
11 Labor Code § 2699(g)(1).

12 **PRAYER FOR RELIEF**

13 WHEREFORE, PLAINTIFF, on behalf of all other AGGRIEVED EMPLOYEES, prays
14 for relief against DEFENDANTS as follows:

15 1. For civil penalties according to proof, including but not limited to the amount of
16 any underpaid wages of other AGGRIEVED EMPLOYEES and all penalties authorized by the
17 Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699;

18 2. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802,
19 California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-
20 judgment interest;

21 3. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(k)(1)
22 and/or any other applicable provisions providing for attorney's fees and costs; and

23 4. For such further relief that the Court may deem just and proper.

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1 DATED: April 16, 2026

Respectfully submitted,

2 MATERN LAW GROUP, PC

3
4 By: 

5 MATTHEW J. MATERN
6 MATTHEW W. GORDON
7 ISABELLE C. SHEPARD
Attorneys for Plaintiff
ELIAS ESTRADA, JR., on behalf of all other
aggrieved employees

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9
10 **DEMAND FOR JURY TRIAL**

11 PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

12 DATED: April 16, 2026

Respectfully submitted,

13 MATERN LAW GROUP, PC

14
15
16 By: 

17 MATTHEW J. MATERN
18 MATTHEW W. GORDON
19 ISABELLE C. SHEPARD
Attorneys for Plaintiff
ELIAS ESTRADA, JR., on behalf of all other
aggrieved employees