

1 JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
2 Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
3 Lauren Falk, Esq. (#316893)
Ava Issary, Esq. (#342252)
4 9880 Research Drive, Suite 200
Irvine, CA 92618
5 Tel.: (949) 387-7200
Fax: (949) 387-6676
6 Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
7 Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
8 Email: Ava@jameshawkinsaplc.com

9 Attorneys for Plaintiff PETER MAZZOLINI,
10 on behalf of the general public as private attorney general.

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SAN BERNARDINO**

13 PETER MAZZOLINI, on behalf of the general
14 public as private attorney general,

15 Plaintiff,

16 v.

17 COX AUTOMOTIVE CORPORATE
18 SERVICES, LLC, a Delaware Limited
Liability Company; and DOES 1 through 50,
19 inclusive,

20 Defendants.
21
22
23
24
25
26
27
28

CASE NO.:

**PROPOSED PAGA REPRESENTATIVE
ACTION COMPLAINT PURSUANT TO
THE PRIVATE ATTORNEYS GENERAL
ACT (Labor Code §§ 2698 et seq).**

1 Plaintiff PETER MAZZOLINI (“Plaintiff”), on behalf the general public and all non-
2 exempt aggrieved employees, acting on behalf of the California Attorney General as private
3 attorney general, asserts claims against COX AUTOMOTIVE CORPORATE SERVICES, LLC, a
4 Delaware Limited Liability Company and DOES 1 through 50, inclusive, and DOES 1-50,
5 inclusive (“Defendants”) as follows:

6 I. INTRODUCTION

7 1. This is a representative action for recovery of penalties under the Private Attorneys
8 General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved
9 employees” to bring a lawsuit as a representative action on behalf of the general public as private
10 attorney general and all other current and former aggrieved employees, to recover civil penalties
11 and address an employer’s violations of the California Labor Code.

12 2. In this case, Defendants violated various provisions of the California Labor Code.
13 As set forth below, Defendants implemented policies and practices which led to Defendant’s: (a)
14 failure to pay wages including overtime; (b) failure to provide meal periods for every work period
15 exceeding more than five (5) or ten (10) hours per day and failure to pay an additional hour’s of
16 pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c) failure to
17 provide rest breaks for every four hours or major fraction thereof worked and failure to pay an
18 additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a rest
19 period; (d) failing to pay timely wages required by Labor Code § 203; (e) failing to provide
20 accurate itemized wage statements; (f) failing to pay reporting time pay; and (g) failing to
21 indemnify necessary business expenses. As a result, Plaintiff seeks penalties under Labor Code
22 2698, *et seq.* on behalf of the general public as private attorney general and all other aggrieved
23 employees.

24 II. JURISDICTION AND VENUE

25 3. The California Superior Court has jurisdiction over this action pursuant to
26 California Constitution Article VI, Section 10, which grants the Superior Court “original
27 jurisdiction in all cases except those given by statute to other trial courts.” The statutes under
28 which this action is brought do not give jurisdiction to any other court.

1 4. This Court has jurisdiction over Defendants because, upon information and belief,
2 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
3 avails itself of the California market so as to render the exercise of jurisdiction over it by the
4 California Courts consistent with traditional notions of fair play and substantial justice.

5 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
6 Civil Procedure section 395. Defendants are doing business throughout California, including but
7 not limited to Shasta County, and each Defendant is within the jurisdiction of this Court for
8 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
9 all other aggrieved employees within the State of California. Defendants employ numerous
10 aggrieved employees in in the State of California.

11 6. On information and belief, Defendants have conducted business within the State of
12 California during the purported liability period and continue to conduct business throughout the
13 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
14 similarly situated non-exempt aggrieved employees within California.

15 7. The California Superior Court also has jurisdiction in this matter because on
16 information and belief there are no federal questions at issue, as the issues herein are based solely
17 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
18 California Code of Civil Procedure, the California Civil Code, and the California Business and
19 Professions Code.

20 8. On information and belief, during the statutory liability period and continuing to
21 the present (“liability period”), Defendant consistently maintained and enforced against
22 Defendant’s Non-Exempt aggrieved Employees, among others, the following unlawful practices
23 and policies, in violation of California state wage and hour laws(a) failure to pay wages including
24 overtime; (b) failure to provide meal periods for every work period exceeding more than five (5)
25 or ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an
26 additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for
27 every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or
28 accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failing to pay

1 timely wages required by Labor Code § 203; (e) failing to provide accurate itemized wage
2 statements; (f) failing to pay reporting time pay; and (g) failing to indemnify necessary business
3 expenses.

4 9. Plaintiff on behalf of the general public as private attorney general and all other
5 aggrieved employees bring this action pursuant to Labor Code 2698, et seq. for violations
6 enumerated under 2699.5 as follows: sections 201-203, 510, 512, 558, 226, 226.3, 226.7, 227.3,
7 246, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and seeking penalties, interest,
8 attorneys' fees and costs.

9 **III. PARTIES**

10 **A. Plaintiff**

11 10. Plaintiff, PETER MAZZOLINI was, at all times relevant to this action, a resident
12 of California. Plaintiff was employed by Defendants in approximately April 11, 2022 as a Non-
13 Exempt Employee with the title of Mobile Technician and worked during the liability period for
14 Defendants until Plaintiff's separation from Defendants' employ in approximately February 11,
15 2026. Plaintiff's duties included but were not limited to traveling southern California as a mobile
16 technician repairing trucks.

17 11. As Defendant's employee, Plaintiff, and all other aggrieved employees were
18 regularly required to and subsequently suffered:

19 a) perform work subject to the control of the employer without being compensated all
20 wages including overtime and minimum wages, all in violation of California labor laws,
21 regulations, and the Industrial Welfare Commission Wage Order ("IWC");

22 b) work without being permitted or authorized a minimum ten-minute rest period for
23 every four hours or major fraction thereof worked and not compensated one (1) hour of pay at his
24 regular rate of compensation for each workday that a rest period was not provided, all in
25 violation of California labor laws, regulations, and the Industrial Welfare Commission Wage
26 Orders ("IWC");

27 c) work in excess of five and ten hours per day without being provided meal periods
28 and not compensated one (1) hour of pay at the regular rate of compensation for each workday that

1 a meal period was not provided, all in violation of California labor laws, regulations, and the
2 Industrial Welfare Commission Wage Orders (“IWC”);

3 d) not provided accurate itemized wage statements;

4 e) not timely paid wages;

5 f) not paid reporting time pay;

6 g) not reimbursed necessary business expenses; and

7 h) conducting and engaging in unfair business practices.

8 12. On information and belief, Defendants willfully failed to pay all earned wages in
9 the form regular wages, minimum wages, overtime wages, and meal and rest period premium
10 wages to its Non-Exempt Employees and Aggrieved Employees; nor have Defendants returned to
11 Plaintiff or Aggrieved Employees, upon or after separation from employment with Defendants, all
12 wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et seq.* on behalf of the
13 general public as private attorney general and all other aggrieved employees.

14 **B. Defendants**

15 13. Defendants COX AUTOMOTIVE CORPORATE SERVICES, LLC are engaged
16 in the automotive services and technology provider business. Plaintiff estimates there are in
17 excess of 100 Non-Exempt Employees who work or have worked for Defendants over the last
18 year.

19 14. Other than identified herein, Plaintiff is unaware of the true names, capacities,
20 relationships and extent of participation in the conduct alleged herein, of the defendants sued as
21 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
22 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
23 such fictitious names. Plaintiff will amend this complaint when their true names and capacities are
24 ascertained.

25 15. Plaintiff is informed and believes and thereon alleges that each Defendant, directly
26 or indirectly, or through agents or other persons, employed Plaintiff and other Aggrieved
27 Employees, and exercised control over their wages, hours, and working conditions. Plaintiff is
28 informed and believes and thereon alleges that each defendant acted in all respects pertinent to this

1 action as the agent of the other defendants, carried out a joint scheme, business plan or policy in
2 all respects pertinent hereto, and the acts of each defendant are legally attributable to the other
3 defendants.

4 **IV. GENERAL ALLEGATIONS**

5 16. At all times set forth herein, Defendants employed Plaintiff and other persons in the
6 capacity of non-exempt positions, however titled, throughout the state of California.

7 17. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
8 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
9 rules and regulations of the IWC California Wage Orders.

10 18. Defendants continue to employ Non-Exempt Employees, however titled, in
11 California and implement a uniform set of policies and practices to all non-exempt employees, as
12 they were all engaged in the job duties related to Defendant's automotive services and technology
13 provider business.

14 19. Plaintiff is informed and believes, and thereon alleges, that Defendants are and
15 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge
16 of the requirements of California's wage and employment laws.

17 20. Plaintiff is informed and believes that during the relevant time frame, all Aggrieved
18 Employees are citizens of the state of California.

19 21. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved
20 Employees based upon an hourly rate.

21 22. Defendants failed to provide Plaintiff with an uninterrupted duty-free meal period
22 as required by law.

23 23. Plaintiff and the Aggrieved Employees were regularly required to work shifts in
24 excess of five hours without being provided a lawful meal period and over ten hours in a day
25 without being provided a second lawful meal period as required by law.

26 24. Defendants failed to provide Plaintiff with an uninterrupted duty-free meal period
27 as required by law.

28 25. Defendants failed to pay premium wages for missed, short or late meal breaks.

1 26. Defendants also unlawfully deducted a full 30-minutes of time for meal periods no
2 matter if a Labor Code compliant meal period was provided to Plaintiff and Aggrieved
3 Employees, resulting in an underpayment of minimum and overtime wages. Defendants required
4 Plaintiff to work through his meal breaks due to work demands. Plaintiff was required to clock-out
5 for a meal period and instructed to continue working, unable to take a meal break.

6 27. Indeed, during the relevant time, as a consequence of Defendants' staffing and
7 scheduling practices, work demands, and Defendants' policies and practices, Defendants
8 frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally compliant
9 uninterrupted 30-minute meal periods on shifts over five hours as required by law.

10 28. Similarly, as a consequence of Defendants' staffing and scheduling practices, work
11 demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff
12 and the Aggrieved Employees legally compliant second meal periods on shifts over ten hours as
13 required by law. Plaintiff often worked 10-12 hour shifts and was not given additional meal
14 periods, despite being entitled to two (and sometimes three) uninterrupted 30 minute meal periods.

15 29. On information and belief, Plaintiff and Aggrieved Employees did not waive their
16 rights to meal periods under the law.

17 30. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty
18 meal periods.

19 31. Despite the above-mentioned meal period violations, Defendants failed to
20 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
21 one additional hour of pay at their regular rate as required by California law when meal periods
22 were not timely or lawfully provided in a compliant manner.

23 32. Plaintiff are informed and believe, and thereon alleges, that Defendants know,
24 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
25 were entitled to receive premium wages based on their regular rate of pay under Labor Code
26 §226.7 but were not receiving such compensation.

27 33. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
28 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest

1 period for every four hours worked or major fraction thereof, including third rest breaks which is a
2 violation of the Labor Code and IWC wage order.

3 34. Defendants maintained and enforced scheduling practices, policies, and imposed
4 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
5 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
6 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to
7 provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

8 35. Plaintiff was denied his rest periods and did not take any rest periods as there was
9 too much work. Defendants forced Plaintiff and Aggrieved Employees to work through rest
10 periods.

11 36. Despite the above-mentioned rest period violations, Defendants did not compensate
12 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
13 pay at their regular rate as required by California law, including Labor Code section 226.7 and the
14 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
15 permitted.

16 37. On information and belief, during the relevant time frame, Defendants failed to
17 adequately reimburse Plaintiffs and Aggrieved Employees for business expenditures incurred for
18 the purchase of required tools to complete job duties. Plaintiff was required to use purchase hand
19 tools, power tools, and various specialized equipment to execute his job duties. Plaintiff paid for
20 these tools and equipment out-of-pocket. Such business expenditures incurred were incurred in
21 direct consequence of Plaintiff's and Aggrieved Employees' duties pursuant to Labor Code §
22 2802.

23 38. Further, Defendants also failed to reimburse Plaintiff and Aggrieved Employees for
24 the maintenance of their Company uniforms. Defendants required Plaintiff and Aggrieved
25 Employees wear company uniforms consisting of a shirt with a company logo and pants. Plaintiff
26 was required to pay out-of-pocket for the maintenance and laundering of his uniform.

27 39. Defendants also failed to provide accurate, lawful itemized wage statements to
28 Plaintiff and the Aggrieved Employees in part because of the above specified violations. In

1 addition, upon information and belief, Defendants omitted an accurate itemization of total hours
2 worked, including premiums due and owing for meal and rest period violations, overtime pay,
3 gross pay and net pay figures from Plaintiff and the Aggrieved Employees' wage statements. In
4 addition, upon information and belief, Defendants omitted an accurate itemization of the
5 premiums due and owing for meal and rest period violations from Plaintiff and the Aggrieved
6 Employees' wage statements.

7 40. Plaintiff is informed and believes, and thereon alleges, that at all times herein
8 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
9 thereof for resignations without prior notice as the case may be) they had a duty to accurately
10 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,
11 meal and rest period premiums, and that Defendants had the financial ability to pay such
12 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part
13 because of the above-specified violations.

14 41. In addition, upon information and belief, Plaintiff alleges that Defendants failed to
15 pay overtime pay to Plaintiff and the Aggrieved Employees at the proper rate, as Defendants failed
16 to factor all forms of compensation into the regular rate.

17 42. Defendants also failed to pay Plaintiff and Aggrieved Employees on call time and
18 reporting time pay. For instance, Plaintiff was required to be on-call for his shifts. Often, Plaintiff
19 would be on-call and told to come in on the same day. Often times Plaintiff would report to work
20 and be sent home within the first two (2) hours due to lack of work. Defendants did not pay
21 reporting time pay.

22 43. Upon information and belief, Defendants knew and or should have known that it is
23 improper to implement policies and commit unlawful acts such as:

24 (a) requiring employees to work four (4) hours or a major fraction thereof without
25 being provided a minimum ten (10) minute rest period and without compensating the employees
26 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
27 rest period was not provided;

28 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day

1 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
2 and without compensating employees with one (1) hour of pay at the regular rate of compensation
3 for each workday that such a meal period was not provided;

4 (c) failing to pay overtime and minimum wages;

5 (d) failing to provide accurate itemized wage statements;

6 (e) failing to timely pay Plaintiff and Aggrieved Employees;

7 (f) failing to pay reporting time pay;

8 (g) failing to reimburse necessary business expenses; and

9 (h) conducting and engaging in unfair business practices.

10 44. In addition to the violations above, and on information and belief, Defendants knew
11 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
12 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
13 knowingly, recklessly, and/or intentionally failed to do so.

14 Plaintiff and Aggrieved Employees they seek to represent are covered by, and Defendants
15 are required to comply with, applicable California Labor Codes, Industrial Welfare Commission
16 Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding applicable
17 provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

18 **REPRESENTATIVE CLAIMS**

19 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

20 45. Plaintiff incorporates by reference and re-alleges each and every allegation
21 contained above, as though fully set forth herein.

22 46. On February 19, 2026, Plaintiff complied with notice requirements pursuant to
23 Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit**
24 **A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and
25 that the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
26 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
27 representative capacity. The substance and violations set forth in this Complaint of which the
28 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative

1 Action Complaint to the LWDA.

2 47. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
3 Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt
4 Employees of Defendants.

5 48. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
6 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
7 including without limitation Labor Code section 201-203, 510, 512, 558, 226, 226.3, 226.7, 227.3,
8 246, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and 2698 *et seq.*, applicable IWC Wage
9 Orders and California Code of Regulations, Title 8, section 11000 *et seq.*

10 49. At all times relevant, Plaintiff and all other aggrieved employees regularly
11 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
12 rest break requirements of the applicable IWC wage order and the Labor Code.

13 50. Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to
14 accurately pay at least minimum wages due as a result of Defendants' requiring Plaintiff and
15 aggrieved Employees to work off-the-clock as outlined above.

16 51. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
17 overtime wages owed as discussed above due to Defendants' failure to incorporate bonuses and
18 other forms of remuneration as described above into the regular rate of pay for overtime
19 calculation purposes. Defendants further failed to accurately pay overtime wages due to
20 Defendants' requiring Plaintiff and aggrieved Employees to work off-the-clock as outlined above.
21 Therefore, Defendants violated section 510, and 1194 by not compensating its Non-Exempt
22 Employees for work performed in excess of eight hours (8) in a day or forty hours in a work week
23 (40). Section 510 of the Labor Code codifies the right to overtime compensation at the rate of one
24 and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day
25 or forty (40) hours in a work week and to overtime compensation twice the regular rate of pay for
26 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
27 seventh day of work in a particular work week.

28 52. Defendants failed to provide Plaintiff and all other aggrieved employees

1 uninterrupted duty free meal periods of not less than thirty (30) minutes. Defendants implemented
2 and enforced policies of on duty meal period practices which required employees to work during
3 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior
4 to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,
5 Plaintiff and all other aggrieved employees have been damaged in an amount according to proof at
6 time of trial.

7 53. Plaintiff, and on information and belief, all aggrieved employees, were
8 systematically not permitted or authorized to take ten minute rest periods for every four hours
9 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.
10 Plaintiff and on information and belief, aggrieved employees, were not compensated with one
11 hour of wages for every day in which a rest period was missed or untimely as a result of
12 Defendants' policies, practices, or work demands. By failing to authorize and permit a ten-minute
13 rest period for every four hours or major fraction thereof worked per day by its Non-Exempt
14 Employees, and by failing to provide compensation for such non-provided or shortened rest
15 periods, as alleged above, Defendants willfully violated the provisions of Labor Code sections
16 226.7, 512 and the applicable IWC Wage Order.

17 54. Defendants also willfully violated Labor Code sections 201-203 by failing to
18 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
19 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
20 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if an
21 employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay
22 the subject employee's wages until the back wages are paid in full or an action is commenced.
23 The penalty cannot exceed 30 days of wages.

24 55. Plaintiff and all other aggrieved employees who were separated from employment
25 are entitled to compensation for all forms of wages earned, including but not limited to
26 compensation regular and overtime wages, and for non-provided meal and rest periods, but to date
27 have not received such compensation, therefore entitling them to penalties under PAGA for
28 violations of Labor Code sections 201-203.

1 56. On information and belief, Defendants willfully failed to pay all wages due and
2 owing upon separation from employment. These wages include but are not limited to regular and
3 overtime wages, and meal and rest period premiums.

4 57. On information and belief, Defendants willfully failed to pay all wages due and
5 owing upon separation from employment. These wages include minimum and overtime wages.

6 58. On information and belief, Defendants failed to provide accurate itemized wage
7 statements which failed to include the rate of pay and total hours worked per pay period, failed to
8 account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful
9 meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, pursuant
10 to Labor Code section 226(a).

11 59. Defendants have failed to provide Plaintiff and aggrieved Employees rates of pay
12 and the hours for which they worked for any given pay period.

13 60. Defendants have failed to accurately record all time worked.

14 61. Defendants have also failed to accurately record the meal and rest period premiums
15 owed and all wages owed per pay period.

16 62. Plaintiff and aggrieved Employees have been injured as they were unable to
17 determine whether they had been paid correctly for all hours worked per pay period among other
18 things.

19 63. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
20 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
21 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
22 for each violation in a subsequent citation, for which the employer fails to provide the employee a
23 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

24 64. On information and belief, Defendants failed to reimburse Plaintiff and aggrieved
25 Employees for business expenses incurred as described above. Labor Code § 2802 requires
26 Defendants to indemnify Plaintiff and aggrieved Employees for necessary expenditures incurred in
27 direct consequences of the discharge of his or her duties. Despite these realities of the job,
28 Defendants failed to provide reimbursements.

65. Labor Code §2804 states in pertinent part: “Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his or her personal representative of any right or remedy to which he is entitled under the laws of this State.

66. Labor Code section 1197 makes it unlawful to pay an employee less than the minimum wage as established by the Industrial Welfare Commission.

67. Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

68. Additionally, Defendants have no accurate records relating to aggrieved employees' work periods, meal periods, total daily hours worked, total hours worked per payroll period and applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to maintain accurate records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

69. As a result of Defendants' unlawful conduct, Plaintiff and aggrieved employees are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours worked.

70. Plaintiff and the Representative aggrieved Employees are entitled to recover Penalties and attorneys' fees and costs under Labor Code section 2698, et seq.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
2. For reasonable attorneys' fees and costs; and
3. For such other and further relief as the Court deems proper.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: February 19, 2026

JAMES HAWKINS APLC

By: _____
JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.
LAUREN FALK, ESQ.
AVA ISSARY, ESQ.

Attorneys for Plaintiff PETER MAZZOLINI
on behalf of the general public as private
attorney general