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as an individual and on behalf of all employees similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

CARLOS NADAL, as an individual and on
behalf of all employees similarly situated,

Plaintiff,

v.

RC MAINTENANCE HOLDINGS INC., a
Delaware Corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. CV-26-002811

**Amended as a matter of right, pursuant to
Labor Code Section 2699.3(a)(2)(c)**

FIRST AMENDED COMPLAINT

1. Failure to Pay All Wages and Sick Pay;
2. Failure to Provide Meal Periods;
3. Failure to Provide Rest Periods;
4. Failure to Keep Accurate Itemized Wage Statements;
5. Failure to Pay Wages Upon Termination of Employment;
6. Failure to Reimburse for Necessary Expenditures;
7. Unfair Business Practices; and
8. Violation of the Private Attorneys General Act, Labor Code sections 2698, *et seq*

DEMAND FOR JURY TRIAL

1 Plaintiff CARLOS NADAL (hereinafter referred to as “Plaintiff”) on behalf of himself and
2 all others similarly situated, and as representative of the State of California and the Labor and
3 Workforce Development Agency (“LWDA”), based upon facts that either have evidentiary
4 support or are likely to have evidentiary support after a reasonable opportunity for further
5 investigation and discovery, complains and alleges as follows:

6 **INTRODUCTION**

7 1. This is a class action brought on behalf of Plaintiff and the class he seeks to
8 represent (“Class” or “Class Members”). Class Members consist of all non-exempt, hourly-paid
9 employees currently and/or formerly employed by RC MAINTENANCE HOLDINGS INC. in
10 the State of California during the Class Period. The term “Class Period” is defined as four (4)
11 years prior to the filing of this Complaint through the date final judgment is entered. Plaintiff
12 reserves the right to amend this Complaint to reflect a different “Class Period” or “Class” as
13 further discovery is conducted.

14 2. Plaintiff, individually and on behalf of the class he seeks to represent, seeks relief
15 against RC MAINTENANCE HOLDINGS INC. (“Defendant”) for Defendant’s failure to pay all
16 wages due; failure to provide meal periods or compensation in lieu thereof; failure to provide rest
17 periods or compensation in lieu thereof; failure to provide accurate itemized wage statements
18 upon payment of wages; failure to reimburse for necessary expenditures; and failure to pay wages
19 of terminated or resigned employees; failure to provide correct paid sick leave and provide
20 accurate sick leave amount balance.

21 3. Plaintiff seeks equitable remedies in the form of declaratory relief and injunctive
22 relief, and relief under Business and Professions Code Section 17200 et seq. for unfair business
23 practices.

24 4. At all relevant times herein, Defendant has consistently maintained and enforced
25 against Plaintiff and Class the following unlawful practices and policies:

- 26 (a) willfully refusing to pay Plaintiff and Class for all hours worked;
27 (b) willfully refusing to permit Plaintiff and Class from taking meal periods or
28 compensation in lieu thereof;

- (c) willfully refusing to permit Plaintiff and Class from taking rest periods or compensation in lieu thereof;
- (d) willfully refusing to maintain accurate records and to furnish to Plaintiff and Class accurate itemized wage statements upon payment of wages;
- (e) willfully refusing to compensate certain members of the Class wages due and owing at the time of Class Members' employment with Defendant ended;
- (f) willfully refusing to reimburse Plaintiff and Class for necessary expenditures; and
- (h) willfully refusing to provide correct paid sick leave and accurate written notice of paid sick leave.

5. On information and belief, Defendant was on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendant's violations, as alleged above, during all relevant times herein were willful and deliberate.

6. At all relevant times, Defendant was and is legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and Class. Further, Defendant is responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior".

7. Plaintiff further brings this action as a representative of the State of California and the Labor and Workforce Development Agency ("LWDA") to recover civil penalties pursuant to the Private Attorneys General Act ("PAGA"), Labor Code sections 2698, et seq., for violations of numerous Labor Code provisions, including, but not limited to, sections 201-203, 204, 226, 226.7, 245-248.5, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, as well as violations of the applicable Wage Order.

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9. The wages, statutory penalties, monetary damages and restitution sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial. This Court has jurisdiction over this action pursuant to the California Constitution, article VI, Section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

THE PARTIES

A. Plaintiff

11. Plaintiff, at all relevant times herein, was Defendant's employee and was entitled to compensation for all hours worked, including regular time and overtime compensation, and penalties from Defendant. Plaintiff was employed by Defendant as a non-exempt, hourly paid employee during the Class Period. Specifically, Plaintiff worked as a maintenance technician from approximately September 2021 to August 2025 in Stanislaus, Monterey, Sacramento and other counties. Each of the Class Members are identifiable, current and/or former similarly situated persons who were employed in non-exempt hourly positions in California by Defendant during the Class Period.

A. Plaintiff

11. Plaintiff, at all relevant times herein, was Defendant's employee and was entitled to compensation for all hours worked, including regular time and overtime compensation, and penalties from Defendant. Plaintiff was employed by Defendant as a non-exempt, hourly paid employee during the Class Period. Specifically, Plaintiff worked as a maintenance technician from approximately September 2021 to August 2025 in Stanislaus, Monterey, Sacramento and other counties. Each of the Class Members are identifiable, current and/or former similarly situated persons who were employed in non-exempt hourly positions in California by Defendant during the Class Period.

B. Defendant

12. Plaintiff is informed and believes, and based thereon alleges, that Defendant is a Delaware corporation, registered and doing business in California. Plaintiff also alleges that Defendant is conducting business in good standing in California.

13. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct herein alleged of the Defendant sued herein as DOES 1 through 50, inclusive, but on information and belief alleges that these Defendants are legally responsible for the payment of overtime compensation, rest and meal period compensation, and wages to Plaintiff and Class by virtue of their unlawful practices, and therefore sues these Defendants by such fictitious names. Plaintiff will amend this complaint to allege the true names and capacities of each DOE Defendants when ascertained.

14. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendant. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and Class.

15. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy, managing agent, and/or principal of the Defendant, and in performing the actions mentioned below was acting, at least in part, within the course and scope of that authority as such agent, proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with permission and consent of the Defendant. Plaintiff also alleges the acts of each Defendant are legally attributable to the other Defendant.

16. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendant sued herein was, at all times relevant hereto, the employer, owner, shareholder, principal, joint venture, proxy, agent, employee, supervisor, representative, manager, managing agent, joint employer and/or alter-ego of the remaining Defendant, and was acting, at least in part,

1 within the course and scope of such employment and agency, with the express and implied
2 permission, consent, and knowledge, approval and/or ratification of the other Defendant.

3 **ADMINISTRATIVE PREREQUISITE**

4 17. On March 12, 2026, prior to filing this complaint, Plaintiff gave written notice by
5 electronically filing the notice with the Labor Workforce Development Agency ("LWDA")
6 (LWDA Case No. LWDA-CM-1163395-26) and by certified mail to Defendant of the specified
7 provisions alleged to have been violated, including the facts and theories to support the alleged
8 violations as required by Labor Code Section 2699.3.

9 18. A true and correct copy of Plaintiff's letter sent to the LWDA dated March 12,
10 2026, is attached hereto as "**Exhibit A**". As of the filing of this complaint, LWDA has not
11 responded to the written notice.

12 19. Under Labor Code Section 2699.3 subsection (a), a plaintiff may bring a cause
13 of action under PAGA only after giving notice to the Labor Workforce Development Agency
14 ("LWDA") and the employer of the Labor Code Sections alleged to have been violated, and
15 after receiving notice from the LWDA of its intention not to investigate, or after 65 days have
16 passed without notice.

17 20. More than sixty-five (65) days have passed without notice from the LWDA.
18 Accordingly, all administrative prerequisites for filing this action have been fulfilled.

19 **GENERAL ALLEGATIONS**

20 21. Plaintiff was employed by Defendant as a maintenance technician from
21 approximately September 2021 to August 2025.

22 22. Labor Code Section 1194 provides that notwithstanding any agreement to work
23 for a lesser wage, an employee receiving less than the legal overtime compensation is entitled to
24 recover in a civil action the unpaid balance of his or her overtime compensation, including interest
25 thereon, reasonable attorneys' fees, and costs of suit.

26 23. Labor Code Section 1197 provides the California requirement that employees
27 must be paid at least the minimum wage fixed by the IWC, and any payment of less than the
28 minimum wage is unlawful. Furthermore, "in any action under Labor Code Sections 98, 1193

1 .6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum
2 wage fixed by an order of the commission or by statute, an employee shall be entitled to recover
3 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon ... "

4 See California Labor Code Section 1194.2.

5 24. Labor Code Sections 1194 and 1198 also provide that employees in California
6 shall not be employed more than eight hours in any workday unless they receive additional
7 compensation beyond their regular wages in amounts specified by law. Additionally, Labor
8 Code Section 1198 states that the employment of an employee for longer hours than those fixed
9 by the Industrial Welfare Commission is unlawful.

10 25. Labor Code Section 510 provides that employees in California shall not be
11 employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless
12 they receive additional compensation beyond their regular wages in amounts specified by law.

13 26. Labor Code Section 204 requires employers to pay employees all earned wages
14 two times per month on days designated in advance by the employer as regular paydays.
15 Pursuant to Labor Code Section 204 (a) labor performed between the 1st and 15th days,
16 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the
17 month during which the labor was performed, and labor performed between the 16th and the last
18 day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the
19 following month. Pursuant to Labor Code Section 204 (d) the requirements of this Section shall
20 be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
21 the wages are paid not more than seven calendar days following the close of the payroll period.
22 Plaintiff and Class were also entitled to be paid twice a month at their regular rates, including all
23 meal period premium wages owed, rest period premium wages owed, and wages owed for hours
24 worked. Defendant systematically failed and refused to pay the employees all wages due, and
25 failed to pay those wages twice a month, in that employees were not paid all wages for all meal
26 periods not provided by Defendant, all wages for all rest periods not authorized and permitted by
27 Defendant, and all wages for all hours worked.

28 27. In *Oliver v. Konica Minolta Business Solutions U.S.A., Inc.* (2020) 51 Cal.App.5th,

1 the California Court of Appeal held that service technicians who used their personal vehicles to
2 carry supplies and tools to and from customer locations "may" be entitled to compensation for
3 their time driving from home to their first customer site in the morning and back to their home
4 from their last customer site in the afternoon/evening, as well as mileage reimbursement.

5 28. An employee's regular rate of pay is properly determined by "dividing his total
6 remuneration for employment (except statutory exclusions) in any work week by the total number
7 of hours actually worked by him in that workweek for which such compensation was paid."
8 *Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal.App.4th 893, 905.) Thus,
9 employees "who receive incentive bonuses in addition to their guaranteed base pay clearly receive
10 a greater regular rate than the minimum base rate." Id. quoting *Walling v. Hamischfeger Corp.*
11 325 U.S. 427.431 (1945).

12 29. The California Supreme Court has issued a decision confirming the way employers
13 must compensate employees for missed meal and rest breaks under state law. *Ferra v. Loews*
14 *Hollywood Hotel, LLC*, 40 Cal.App.5th 1239 (2019). In *Ferra v. Loews Hollywood Hotel, LLC*,
15 the Court unanimously ruled that employers must pay their California employees premiums for
16 meal, rest, and recovery break violations at the employees' regular rate of pay as opposed to the
17 base hourly rate.

18 30. On-call or standby time at the work site is considered hours worked for which the
19 employee must be compensated even if the employee does nothing but wait for something to
20 happen. "[A]n employer, if he chooses, may hire a man to do nothing or to do nothing but wait
21 for something to happen. Refraining from other activities often is a factor of instant readiness to
22 serve, and idleness plays a part in all employment in a stand-by capacity". *Armour & Co. v.*
23 *Wantock* (1944) 323 U.S. 126. Whether on-call or standby time off the work site is considered
24 compensable must be determined by looking at the restrictions placed on the employee. A variety
25 of factors are considered in determining whether the employer-imposed restrictions turn the on-
26 call time into compensable "hours worked." These factors, set out in a federal case, *Berry v.*
27 *County of Sonoma* (1994) 30 F.3d 1174, include whether: i. there are excessive geographic
28 restrictions on the employee's movements; ii. whether the frequency of calls is unduly restrictive;

1 iii. whether a fixed time limit for response is unduly restrictive; iv. whether the on-call employee
2 can easily trade his or her on-call responsibilities with another employee; and v. whether and to
3 what extent the employee engages in personal activities during on-call periods.

4 31. Further, Business and Professions Code Section 17203 provides that any person
5 who engages in unfair competition may be enjoined in any court of competent jurisdiction.
6 Business and Professions Code Section 17204 provides that any person who has suffered actual
7 injury and has lost money or property as a result of the unfair competition may bring an action in
8 a court of competent jurisdiction.

9 32. During all, or a portion of the Class Period, Plaintiff and each member of the Class
10 was employed by Defendant in the State of California.

11 33. Plaintiff and Class Members were non-exempt employees covered under one or
12 more IWC Wage Order(s), and Labor Code Section 510, and/or other applicable Wage Orders,
13 regulations and statutes, and each Class Member was not subject to an exemption for executive,
14 administrative or professional employees, which imposed obligations on the part of Defendant to
15 pay Plaintiff and Class Members lawful overtime compensation.

16 34. Plaintiff and Class were covered by one or more IWC Wage Order(s), and Labor
17 Code Section 226.7 and other applicable Wage Orders, regulations and statutes which imposed
18 an obligation on the part of Defendant to pay Plaintiff and Class rest and meal period
19 compensation.

20 35. During the Class Period, Defendant was obligated to pay Plaintiff and Class
21 Members overtime compensation for all hours worked in excess of eight (8) hours of work in one
22 (1) day or forty (40) hours in one (1) week and double-time compensation for hours worked in
23 excess of twelve (12) in one (1) day. However, often times Plaintiff and Class Members were
24 required to work overtime in excess of eight (8) hours per workday and in excess of forty (40)
25 hours per workweek but were not paid at the proper overtime rate of pay.

26 36. During the Class Period, on information and belief, Defendant maintained a policy
27 and practice of failing to pay Plaintiff and Class Members for all hours worked. Based on
28 information and belief, Defendant regularly used a system of time rounding in a manner that

1 resulted, over a period of time, in failing to compensate Plaintiff and Class Members properly
2 for all the time they have actually worked, even though the realities of Defendant's operations
3 are such that it is possible, practical, and feasible to count and pay for work time to the minute.
4 Accordingly, Defendant frequently paid Plaintiff and Class Members less than all their work
5 time. Some of this unpaid work also should have been paid at the overtime rate.

6 37. During the Class Period, Defendant maintained a policy and practice of failing to
7 pay Plaintiff and Class Members for all hours worked, including minimum wage for “on-call”
8 hours and overtime hours as a result of working “on-call” hours. Defendant required Plaintiff
9 and Class Members to be “on call” during 24 hours one day per week and to perform various
10 duties at home during the “on-call” hours, which consisted of taking calls and receiving text
11 messages after hours to get tasks. However, Plaintiff and Class Members were paid less than a
12 California minimum wage set by Labor Commissioner’s Wage Order for each “on-call” hour
13 as Defendant paid \$50 for 24 hours of “on-call” time. Moreover, since Plaintiff and Class
14 Members worked 24 hours of “on-call” time during one week, the number of hours worked
15 during one week exceeded 40 hours. However, Defendant not only failed to pay minimum
16 wage for “on-call” hours but Defendant also failed to compensate Plaintiff and Class Members
17 overtime pay for hours exceeding 40 hours per week and 8 hours per day as required under
18 California law. During “on-call” days and hours Plaintiff and Class Members were required to
19 be in a driving distance from their jobsite location to be able to drive to the jobsite as soon as
20 possible after the request. They were required to respond to the calls and text messages during
21 “on-call” hours, were restricted in engaging in personal activities during “on-call” days and
22 hours so that they are able to respond to calls and/or present to work when requested. Plaintiff
23 and Class Members were not compensated minimum wage for the “on-call” time waiting to be
24 called to work despite the geographical and time restrictions and impossibility to engage in
25 personal activities during “on-call” days.
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1 38. During the Class Period, Plaintiff and Class Members were also regularly required
2 to work off-the-clock, uncompensated, after their scheduled shift hours to receive and respond
3 to work-related text messages regarding the next jobsite locations and work assignments, wash
4 their heavily soiled uniforms and work vehicles. Additionally, Plaintiff and Class Members
5 regularly drove to stores to purchase materials necessary for work after the scheduled shift
6 hours, off-the-clock, without compensation. Lastly, Plaintiff and Class Members were
7 required to work off-the-clock, without compensation, by clocking out for meal periods but
8 continue working due to the heavy workload and timeline for completing the projects and
9 assignments.

10 39. During the Class Period, Defendant deducted one hour of pay for the commute time
11 from Plaintiff's and Class Members' pay. Defendant was required to compensate all commute
12 time since Plaintiff and Class Members were required to carry the tools and materials
13 necessary for their work in the work vehicle and take them home and back. Plaintiff and Class
14 Members were prevented from using the commute for their own purposes, were under the
15 control of Defendant and had to be compensated for the entire commute time. Additionally,
16 Plaintiff and Class Members' commute was regularly longer than their normal commute time,
17 often times around three hours, as they had to travel to different counties. Therefore, Defendant
18 had an obligation to compensate for all commute time and one hour pay deduction was
19 unlawful.

20 40. During the Class Period, Plaintiff and Class Members received additional
21 remuneration in the form of "on call" pay. However, Defendant has not compensated Plaintiff
22 and Class Members at the proper overtime, sick pay and PTO rate. Defendant did not include
23 the additional remuneration paid to Plaintiff and Class Members as "on call" pay in the regular
24 rate of pay for purposes of calculating overtime rate of pay, sick pay and PTO.

25 41. Defendant's automatic deduction and time rounding policies and practices for meal
26 periods, off-the clock/unpaid work completed during meal periods and/or time spent restricted
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1 to Defendant's premises and/or subject to Defendant's control during off-the-clock meal
2 periods (described above), and/or other off-the-clock work resulted in the failure to account for
3 all hours worked and thus the denial of minimum wages as well as overtime wages owed to
4 Plaintiff and Class Members who worked more than eight (8) hours in a day or more than forty
5 (40) hours in a week.

6 42. In maintaining a practice of not paying all wages owed, Defendant failed to
7 maintain accurate records of the hours Plaintiff and Class Members worked. In doing so,
8 Defendant also failed to maintain accurate records of the hours Plaintiff and Class Members
9 worked.

10 43. During the Class Period, Defendant was obligated to provide Plaintiff and Class
11 with a work-free meal period within the first five (5) hours of a shift no later than the start of
12 sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-
13 free meal period no later than the start of the eleventh hour of work in the workday. Here,
14 Defendant wrongfully failed to provide Plaintiff and Class Members with legally compliant
15 meal periods. Defendant regularly required Plaintiff and Class Members to work in excess of
16 five consecutive hours a day without providing a 30-minute, continuous and uninterrupted,
17 duty-free meal period for every five hours of work, or without compensating Plaintiff and Class
18 Members for meal periods that were not provided by the end of the fifth hour of work or tenth
19 hour of work. Plaintiff and Class Members regularly missed or had interrupted first meal
20 periods. Plaintiff and Class Members were required to keep their phones on during their meal
21 periods to receive and respond to their supervisors' work-related text messages and get back to
22 work when requested. Additionally, Plaintiff and Class Members were regularly required to
23 clock out for their first meal periods and continue working due to the heavy workload, the
24 timeline for completing the projects and assignments. Plaintiff and Class Members would take
25 their meal periods later, after the fifth hour of work instead, even though they were instructed
26 and mandated to clock out for their meal periods before the end of the fifth hour of work so that
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1 on paper it looked like they took compliant meal periods. Additionally, when Plaintiff and Class
2 Members worked more than ten-hour shifts, they regularly missed their second meal periods
3 and/or did not take them before the end of the tenth hour. Plaintiff and Class Members were
4 instructed and mandated to clock out for their second meal periods prior to the end of the twelfth
5 hour and continue working so that on paper it looked like they took their second meal periods.
6 If Plaintiff and Class Members clocked out after the fifth hour of work for the first meal periods
7 and after the twelfth hour of work for their second meal periods, they had to inform their
8 supervisors so that the supervisors adjust the clock out time on their timesheets. In fact,
9 Defendant falsified Plaintiff's and Class Members' time records.

10 44. Based on information and belief, despite Defendant's failure to provide lawful
11 meal periods, Defendant implemented a policy and/or practice of rounding the start and end times
12 of Plaintiff's and Class Members' meal periods and/or automatically deducting at least thirty
13 minutes per shift for missed and/or otherwise unlawful meal periods, despite having actual and/or
14 constructive knowledge that Plaintiff and Class Members did not receive lawful meal periods.

15 45. Moreover, based on information and belief, Defendant failed to keep accurate
16 records of the true start and end times of Plaintiff's and Class Members' meal periods. Based on
17 information and belief, to the extent meal periods were recorded, Defendant illegally rounded the
18 start and end times of purported meal periods resulting in Plaintiff and Class Members not being
19 paid for all time worked as well as late and/or shortened meal periods. See *Donohue v. AMN*
20 *Services, LLC* (2021) 11 Cal.5th 58.

21 46. Furthermore, Defendant failed and/or refused to pay Plaintiff and Class Members
22 one (1) hour's pay at the employees' regular rate of pay as premium compensation for
23 Defendant's failure to provide lawful thirty (30) minute, off-duty meal periods and failure to
24 provide lawful ten (10) minute rest periods within the statutory time frames. The California
25 Supreme Court has issued a decision confirming the way employers must compensate employees
26 for missed meal and rest breaks under state law. *Ferra v. Loews Hollywood Hotel, LLC*, 40
27 Cal.App.5th 1239 (2019).
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1 47. Additionally, Defendant was obligated to provide Plaintiff and Class Members
2 with a ten (10) minute rest break for every four (4) hours, or major fraction thereof, worked each
3 day. Defendant, however, wrongfully failed to authorize and permit Plaintiff and Class Members
4 to take timely and duty-free rest periods. Defendant regularly required Plaintiff and Class
5 Members to work in excess of four consecutive hours a day without Defendant authorizing and
6 permitting them to take a ten-minute, continuous and uninterrupted, rest period for every four
7 hours of work (or major fraction of four hours), or without compensating Plaintiff and Class
8 Members for rest periods that were not authorized or permitted. On information and belief,
9 Plaintiff and Class Members regularly missed their first, second and third rest periods due to
10 heavy workload and the timeline of projects and assignments. Additionally, Plaintiff and Class
11 Members were required to keep their phones on and receive and respond to work-related text
12 messages and calls when they had an opportunity to take their rest periods.

13 48. California Labor Code Section 2802 requires employers to reimburse employees
14 for their necessary expenditures and losses incurred in direct consequence of the discharge of
15 their duties or of their obedience to directions of the employer.

16 49. During the Class Period, Defendant wrongfully required Plaintiff and Class
17 Members to pay expenses that they incurred in direct discharge of their duties for Defendant
18 without reimbursement. On information and belief, Defendant required Plaintiff and Class
19 Members to use their personal cell phones to receive work-related texts and calls regarding the
20 jobsite locations and work assignments after the scheduled shift hours including when they were
21 “on call”. Defendant failed to reimburse Plaintiff and Class Members the reasonable portion of
22 their personal cell phone bills. Defendant also required Plaintiff and Class Members to wash their
23 work vehicles and uniforms without reimbursing the vehicle and uniform washing expenses.
24 Plaintiff and Class Members incurred these substantial expenses as a direct result of performing
25 their job duties for Defendant, and Defendant has failed to indemnify Plaintiff and Class Members
26 for these employment-related expenses.

27 50. Defendant continues to employ non-exempt, hourly-paid employees within
28 California.

1 51. Plaintiff and Class Members primarily performed non-exempt work, often in
2 excess of the maximum regular rate hours set forth in the applicable IWC Wage Order(s),
3 regulations or statutes, and therefore entitled the Plaintiff and Class Members to overtime
4 compensation at the rate of one and a half times their regular rate of pay and, when applicable,
5 double time compensation as set forth by the applicable IWC Wage Order(s), regulations and/or
6 statutes.

7 52. During the Class Period, Defendant required Plaintiff and Class Members to work
8 regular hours, off the clock hours, and overtime hours without lawful compensation in violation
9 of the applicable IWC Wage Order(s), regulations and statutes, and Defendant: (1) willfully failed
10 and refused, and continue to fail and refuse to pay compensation for all hours worked, including
11 lawful regular time and overtime compensation, to Class Members; and (2) willfully failed and
12 refused, and continue to fail and refuse to pay due and owing wages promptly upon termination
13 of employment to Plaintiff and affected Class Members.

14 53. Class Members who ended their employment with Defendant during the Class
15 Period but were not paid the above due compensation for all hours worked timely upon the
16 termination of their employment as required by Labor Code Sections 201, 202, and 203 are
17 entitled to penalties as provided by Labor Code Section 203. These unpaid wages include wages
18 for unpaid work time, missed meal periods, and missed rest periods. Accordingly, Plaintiff and
19 Class Members are entitled to recover from Defendant their additionally accruing wages for each
20 day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to
21 Labor Code Section 203.

22 54. During the Class Period, on information and belief, Defendant failed to furnish
23 Plaintiff and Class Members with accurate, itemized wage statements showing all gross and net
24 wages earned including employees' total hours worked, correct hours worked, correct wages
25 earned for hours worked, correct overtime hours worked, correct wages for meal periods that
26 were not provided in accordance with California law, correct wages for rest periods that were
27 not authorized and permitted to take in accordance with California law. As a result of these
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1 violations of California Labor Code Section 226(a), Plaintiff and Class Members are owed the
2 amounts provided for in California Labor Code Section 226(e), including actual damages.

3 55. Labor Code Section 246 (a) an employee who, on or after July 1, 2015, works in
4 California for the same employer for 30 or more days within a year from the commencement of
5 employment is entitled to paid sick days.

6 56. Labor Code Section 246 (i) requires employers to provide an employee with
7 written notice that sets forth the amount of paid sick leave available.

8 57. During the Class Period, Defendant failed to provide correct paid sick leave to
9 Plaintiff and Class Members. Defendant improperly calculated the sick leave accrual and the sick
10 leave rate of pay owed to Plaintiff and Class Members by failing to base the accrued sick leave
11 hours on the correct number of hours worked (as a result of the rounding/automatic deduction
12 policies and practices for meal periods and/or shift start and end times/other required off-the-
13 clock work including but not limited to work completed during unpaid meal periods). Labor Code
14 Section 246 (i) requires employers to provide an employee with written notice that sets forth the
15 amount of paid sick leave available. Upon information and belief, Defendant failed and continue
16 to fail to comply with Labor Code Section 246, by failing to provide Plaintiff and Class Members
17 with the correct amount of paid sick leave available, or paid time off leave an employer provides
18 in lieu of sick leave, at the time it pays wages. Based on information and belief, Defendant failed
19 to maintain accurate records of used sick leave and the balance of paid sick leave left to Class
20 Members throughout the relevant time period. Based on information and belief, throughout the
21 relevant period, Defendant failed to provide correct notice of sick leave amount balance left for
22 Plaintiff and Class Members, thus affecting their intelligent exercise of their paid sick leave. But
23 for this failure, Plaintiff and Class Members would have used their paid sick leave at least prior
24 to their respective separations, for as on several occasions thereafter, he or she would have been
25 entitled to use the banked sick leave and earn appropriate compensation. This illegal retention of
26 paid sick leave is unlawful, and Plaintiff seeks all forms of injunctive relief, restitution, and
27 declaratory relief as permitted by California law, on behalf of Plaintiff and Class Members. In
28 violation of Labor Code Section 247.5, Defendant failed to maintain accurate records

1 documenting the hours worked and paid sick days accrued and used by Plaintiff and Class
2 Members, permitting the presumption that Plaintiff and Class Members were entitled to the
3 maximum number of hours accruable under this article. Accordingly, Plaintiff and Class
4 Members are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and
5 penalties as permitted by law. Plaintiff requests all relief pursuant to the aforementioned code
6 provisions, including but not limited to Labor Code Sections 233 and 234, which incorporates the
7 paid sick leave requirements.

8 58. Labor Code Sections 1198 and 1199 make unlawful any employment of any
9 employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal,
10 or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including
11 Sections 1174, 1197, and 1198, or order or ruling of the commission. Therefore, Defendant's
12 violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping
13 provisions, minimum wages and overtime wages, business expenses and other violations
14 described herein result in separate violations of Sections 1198 and 1199, which subject
15 Defendant to civil penalties under Labor Code Section 1197.1.

16 **CLASS ALLEGATIONS**

17 59. Plaintiff brings this action on behalf of himself and all other similarly situated
18 persons as a class action pursuant to Code of Civil Procedure Section 382. The Class is composed
19 of and defined as follows:

- 20 (a) All persons who are employed or have been employed by Defendant in the
21 State of California, and who, within the four (4) years of the filing of this
22 Complaint to the present, have worked as non-exempt employees and were not
23 paid all wages owed, including but not limited to the legally requisite
24 minimum, regular time rate, overtime rate and/or double-time rate, sick pay;
- 25 (b) All persons who are employed or have been employed by Defendant in the
26 State of California, and who, within the four (4) years of the filing of this
27 Complaint to the present, have worked as non-exempt employees and have not
28 been provided a meal period for shifts in excess of five (5) hours within the

1 first five (5) hours such shifts, and were not provided one (1) hour's pay for
2 each day during which a lawful meal period was not provided;

3 (c) All persons who are employed or have been employed by Defendant in the
4 State of California, and who, within the four (4) years of the filing of this
5 Complaint to the present, have worked as non-exempt employees and have not
6 been provided a rest period for every four (4) hours, or major fraction thereof,
7 worked per day, and were not provided compensation of one (1) hour's pay for
8 each day on which such rest period(s) was not provided;

9 (d) All persons who are employed or have been employed by Defendant in the
10 State of California, and who, within the four (4) years of the filing of this
11 Complaint to the present, have worked as non-exempt employees and have not
12 been reimbursed expenditures in discharge of their duties;

13 (e) All persons who are employed or have been employed by Defendant in the
14 State of California, and who, within the three (3) years of the filing of this
15 Complaint to the present, have worked as non-exempt employees and have
16 been terminated or resigned, and have not been paid wages pursuant to Labor
17 Code Section 203 and are owed restitution and waiting time penalties for
18 unpaid wages;

19 (f) All persons who are employed or have been employed by Defendant in the
20 State of California, and who, within the one (1) year of the filing of this
21 Complaint to the present have worked as non-exempt employees and were not
22 provided an accurate payroll record or wage statement as required under Labor
23 Code Sections 226 and 1174;

24 (g) All persons who are employed or have been employed by Defendant in the
25 State of California, and who, within the four (4) years of the filing of this
26 Complaint to the present, have worked as non-exempt employees and were
27 subjected to unlawful and unfair business practices within the meaning of
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1 California's Unfair Competition Law and who suffered injury, including lost
2 money, as a result of Defendant's unlawful and unfair business practices.

3 60. Throughout discovery in this litigation, Plaintiff may find it appropriate and/or
4 necessary to amend the definition of the Class. Plaintiff will formally define and designate a class
5 definition at such time when Plaintiff seeks to certify the Class alleged in this Complaint.

6 61. This action has been brought and may be maintained as a class action pursuant to
7 Code of Civil Procedure Section 382 because there is a well-defined common interest of many
8 persons and it is impractical to bring them all before the court.

9 62. The Court should permit this action to be maintained as a class action pursuant to
10 Code of Civil Procedure Section 382 because:

- 11 (a) The questions of law and fact common to Class predominate over any
12 question affecting only individual class members;
- 13 (b) A class action is superior to any other available method for the fair and
14 efficient adjudication of the claims of the Class members;
- 15 (c) Class is so numerous that it is impractical to bring all members of the
16 Class before the Court;
- 17 (d) Plaintiff and Class Members will not be able to obtain effective and
18 economic legal redress unless the action is maintained as a class action;
- 19 (e) There is a community of interest in obtaining appropriate legal and
20 equitable relief for the common law and statutory violations and other
21 improprieties and in obtaining adequate compensation for the damages
22 and injuries which Defendant's actions have inflicted upon Class;
- 23 (f) There is a community of interest in ensuring that the combined assets and
24 available insurance of the Defendant are sufficient to adequately
25 compensate Class Members for the injuries sustained;
- 26 (g) Without class certification, the prosecution of separate actions by
27 individual members of the Class would create a risk of:
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- 1 (1) Inconsistent or varying adjudications with respect to individual
2 members of the Class which would establish an incompatible
3 standard of conduct for Defendant; and/or
4 (2) Adjudications with respect to the individual members which
5 would, as a practical matter, be dispositive of the interests of other
6 members not parties to the adjudications, or would substantially
7 impair or impede their ability to protect their interests, including
8 but not limited to the potential for exhausting the funds available
9 from those parties who are, or may be, responsible Defendant; and
10 (h) Defendant has acted or refused to act on grounds generally applicable to
11 Class, thereby making final injunctive relief appropriate with respect to
12 Class as a whole.

13 63. There is a well-defined community of interest in the litigation and Class is
14 readily ascertainable:

- 15 (a) Numerosity: The members of Class (and each subclass, if any) are so
16 numerous that joinder of all members would be unfeasible and impractical.
17 The membership of the entire Class is unknown to Plaintiff at this time,
18 however, the Class is estimated to be greater than 200 individuals and the
19 identity of such membership is readily ascertainable by inspection of
20 Defendant' records.
21 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the
22 interests of each Class Member with whom there is a shared, well-defined
23 community of interest, and Plaintiff's claims (or defenses, if any) are typical
24 of all Class Members' claims as demonstrated herein.
25 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
26 the interests of each Class Member with whom there is a shared, well-
27 defined community of interest and typicality of claims, as demonstrated
28

1 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
2 Member. Plaintiff's attorneys, the proposed class counsel, are versed in the
3 rules governing class action discovery, certification, and settlement.

4 Plaintiff has incurred, and throughout the duration of this action, will
5 continue to incur costs and attorneys' fees that have been, are, and will be
6 necessarily expended for the prosecution of this action for the substantial
7 benefit of each class member.

8 (d) Superiority: A Class Action is superior to other available methods for the
9 fair and efficient adjudication of the controversy, including consideration of:

- 10 1. The interests of the members of the Class in individually
11 controlling the prosecution or defense of separate actions;
- 12 2. The extent and nature of any litigation concerning the
13 controversy already commenced by or against members of the
14 Class;
- 15 3. The desirability or undesirability of concentrating the
16 litigation of the claims in the particular forum; and
- 17 4. The difficulties likely to be encountered in the management of
18 a class action.

19 (e) Public Policy Considerations: The public policy of the State of California is
20 to resolve the California Labor Code claims of many employees through a
21 class action. Indeed, current employees are often afraid to assert their rights
22 out of fear of direct or indirect retaliation. Former employees are also
23 fearful of bringing actions because they believe their former employers
24 might damage their future endeavors through negative references and/or
25 other means. Class actions provide the class members who are not named in
26 the complaint with a type of anonymity that allows for the vindication of
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1 their rights at the same time as their privacy is protected.

2 64. Plaintiff contemplates the eventual issuance of notice to the proposed members of
3 the Class that would set forth the subject and nature of the instant action. Defendant's own
4 business records may be utilized for assistance in the preparation and issuance of the
5 contemplated notices. To the extent that any further notices may be required, Plaintiff would
6 contemplate the use of additional techniques and forms commonly used in class actions, such as
7 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by
8 other methods suitable to Class and deemed necessary and/or appropriate by the Court.

9 **FIRST CAUSE OF ACTION**

10 **Failure to Pay All Wages, Correct Sick Pay for All Hours Worked**

11 **(Against Defendant, DOES 1 through 50, and each of them)**

12 65. Plaintiff and Class Members re-allege and incorporate by reference all preceding
13 paragraphs of this complaint as though fully set forth herein.

14 66. Labor Code Section 510, subdivision (a) states in pertinent part: "Any work in
15 excess of eight hours in one workday and any work in excess of 40 hours in any one workweek...
16 shall be compensated at the rate of no less than one and one-half times the regular rate of pay for
17 any employee."

18 67. Labor Code Section 1194, subdivision (a) states: "Notwithstanding any agreement
19 to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
20 overtime compensation applicable to the employee is entitled to recover in a civil action the
21 unpaid balance of the full amount of this minimum wage or overtime compensation, including
22 interest thereon, reasonable attorney's fees, and costs of suit."

23 68. Further, pursuant to Labor Code Section 1197, payment of less than the minimum
24 wage fixed by the Labor Commission is unlawful.

25 69. Pursuant to Labor Code Section 1198, it is unlawful to employ persons for longer
26 than the hours set by the Industrial Welfare Commission or under conditions prohibited by the
27 IWC Wage Order(s).

1 70. Pursuant to the IWC Wage Order(s), Defendant is required to pay Plaintiff and
2 Class Members for all hours worked, meaning the time during which an employee is subject to
3 the control of an employer, including all the time the employee is suffered or permitted to work,
4 whether or not required to do so.

5 71. Labor Code Section 204 requires employers to pay employees all earned wages
6 two times per month on days designated in advance by the employer as regular paydays.
7 Pursuant to Labor Code Section 204 (a) labor performed between the 1st and 15th days,
8 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the
9 month during which the labor was performed, and labor performed between the 16th and the last
10 day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the
11 following month. Pursuant to Labor Code Section 204 (d) the requirements of this Section shall
12 be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
13 the wages are paid not more than seven calendar days following the close of the payroll period.
14 Plaintiff and Class were also entitled to be paid twice a month at their regular rates, including all
15 meal period premium wages owed, rest period premium wages owed, and wages owed for hours
16 worked. However, during Class period, Defendant systematically failed and refused to pay the
17 employees all wages due, and failed to pay those wages twice a month, in that employees were
18 not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods
19 not authorized and permitted by Defendant, and all wages for all hours worked.

20 72. Plaintiff and Class Members were required to work overtime in excess of eight (8)
21 hours per workday and in excess of forty (40) hours per workweek but were not paid at the
22 proper overtime rate of pay.

23 73. Defendant's pattern, practice and uniform administration of corporate policy
24 regarding illegal employee compensation as described herein is unlawful and creates an
25 entitlement, pursuant to Labor Code Section 218, to recovery by Plaintiff and the members of the
26 Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the
27 appropriate rate.

1 74. Pursuant to Labor Code Section 1194.2(a) (which provides that in any action under
2 Labor Code § 1194, an employee shall be entitled to recover liquidated damages), the members
3 of Class seek recovery of liquidated damages on the straight-time portion of uncompensated hours
4 of work (not including the overtime portion thereof) in an amount equal to the wages unlawfully
5 unpaid and interest thereon.

6 75. Labor Code Section 246 (a) an employee who, on or after July 1, 2015, works in
7 California for the same employer for 30 or more days within a year from the commencement of
8 employment is entitled to paid sick days.

9 76. Labor Code Section 246 (i) requires employers to provide an employee with
10 written notice that sets forth the amount of paid sick leave available.

11 77. During Class Period, Defendant failed to provide correct paid sick leave to
12 Plaintiff and Class Members. Defendant improperly calculated the sick leave accrual and the sick
13 leave rate of pay owed to Plaintiff and Class Members by failing to base the accrued sick leave
14 hours on the correct number of hours worked (as a result of the rounding/automatic deduction
15 policies and practices for meal periods and/or shift start and end times/other required off-the-
16 clock work including but not limited to work completed during unpaid meal periods and by failing
17 to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not
18 limited to, non-discretionary bonuses and/or other non-discretionary compensation into the sick
19 leave pay rate calculation). Labor Code Section 246 (i) requires employers to provide an
20 employee with written notice that sets forth the amount of paid sick leave available. Upon
21 information and belief, Defendant failed and continue to fail to comply with Labor Code Section
22 246, by failing to provide Plaintiff and Class Members with the correct amount of paid sick leave
23 available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays
24 wages. Based on information and belief, Defendant failed to maintain accurate records of used
25 sick leave and the balance of paid sick leave left to Class Members throughout the relevant time
26 period. Based on information and belief, throughout the relevant period, Defendant failed to
27 provide correct notice of sick leave amount balance left for Plaintiff and Class Members, thus
28 affecting their intelligent exercise of their paid sick leave. But for this failure, Plaintiff and Class

Members would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation. This illegal retention of paid sick leave is unlawful, and Plaintiff seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Plaintiff and Class Members. In violation of Labor Code Section 247.5, Defendant failed to maintain accurate records documenting the hours worked and paid sick days accrued and used by Plaintiff and Class Members, permitting the presumption that Plaintiff and Class Members were entitled to the maximum number of hours accruable under this article. Accordingly, Plaintiff and Class Members are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Plaintiff requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code Sections 233 and 234, which incorporates the paid sick leave requirements.

78. That calculation of individual damages for Class Members may at some point be required does not foreclose the possibility of taking common evidence on questions regarding their entitlement to overtime compensation. *Collins v. Rocha* (1972) 7 Cal.3d 232; *Hypolite v. Carleson* (1975) 52 Cal.App.3d 566; *Employment Development Dept. v. Superior Court* (1981) 30 Cal.3d 256).

79. As a result, Defendant is liable to Plaintiff and Class Members for the civil penalties provided for in Labor Code Sections 210, 558, 1197.1 for failing to pay for all hours worked, including overtime. This conduct also results in violations of Labor Code sections 218.5, 510, 558.1, 1198-1199, and all applicable IWC Wage Orders, section 12(A). These violations subject Defendant to civil penalties under Labor Code Sections 558, 558.1, 218.5 and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each Class Member, for each pay period during which the referenced statutes and Wage Order provisions were violated.

80. Pursuant to Labor Code Sections 218.6 and 1194(a) and Civil Code Section 3287, Class Members seek recovery of pre-judgment interest on all amounts recovered herein.

1 81. Pursuant to Labor Code Sections 218.5 and/or 1194, Class Members request that
2 the Court award reasonable attorneys' fees and costs incurred by them in this action.

3 **SECOND CAUSE OF ACTION**

4 **Failure to Provide Meal Periods or Compensation in Lieu Thereof**

5 **(Against Defendant, DOES 1 through 50, and each of them)**

6 82. Plaintiff and Class Members re-allege and incorporate by reference all preceding
7 paragraphs of this complaint as though fully set forth herein.

8 83. Labor Code Sections 226.7 and 512 provide that no employer shall employ any
9 person for a work period of more than five (5) hours without providing a meal period of not less
10 than thirty (30) minutes within the fifth (5th) hour of work, or employ any person for a work
11 period of more than ten (10) hours without a second (2nd) meal period of not less than thirty (30)
12 minutes.

13 84. Labor Code Section 226.7 provides that if an employer fails to provide an
14 employee a meal period in accordance with this Section, the employer shall pay the employee one
15 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
16 period is not provided in accordance with this Section.

17 85. Defendant failed to provide Plaintiff and Class Members complaint meal periods.
18 In so doing, Defendant has intentionally and improperly denied meal periods to Plaintiff and Class
19 Members in violation of Labor Code Sections 226.7 and 512, and other regulations and statutes.

20 86. At all times relevant hereto, Plaintiff and Class have worked more than five (5)
21 hours in a workday.

22 87. By virtue of Defendant's failure to provide a timely and/or work free meal period
23 to Plaintiff and Class Members, Plaintiff and Class Members have suffered, and will continue to
24 suffer, damages in an amount which is presently unknown, but which exceed the jurisdictional
25 limits of this Court and which will be ascertained according to proof at trial.

26 88. Plaintiff, individually and on behalf of Class Members, requests recovery of meal
27 period compensation pursuant to Labor Code Section 226.7 for the four (4) years prior to filing
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1 this complaint, as well as the assessment of any statutory penalties against Defendant in a sum as
2 provided by the Labor Code and/or other statutes.

3 89. Plaintiff and Class Members are thus entitled to be paid one hour of additional
4 wages for each workday he or she was not provided with all required meal period(s).
5 Defendant, however, regularly failed to pay Plaintiff and Class Members the additional wages
6 to which they were entitled for meal periods and that were not provided. As a result, Defendant
7 is liable to Plaintiff and Class Members for the civil penalties provided for in Labor Code
8 sections 210, 558 for failing to provide meal periods and pay meal period premium wages. The
9 aforementioned conduct also results in violations of Labor Code sections 226.7, 512, and 1198-
10 1199, and all applicable IWC Wage Orders, section 11(A) and (C) along with all applicable
11 IWC Wage Orders. These violations subject Defendant to civil penalties under Labor Code
12 sections 558.1, 558 and all applicable IWC Wage Orders, section 20. Each violation of each
13 Labor Code section and Wage Order provision results in a separate civil penalty, for each Class
14 Member for each pay period during which the referenced statutes and Wage Order provisions
15 were violated. Defendant's failure to provide valid meal periods, and the automatic deduction
16 for meal periods that were not provided/valid, ultimately results in further violations, such as
17 violations of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations
18 discussed below.

19 **THIRD CAUSE OF ACTION**

20 **Failure to Provide Rest Periods or Compensation in Lieu Thereof**

21 **(Against Defendant, DOES 1 through 50, and each of them)**

22 90. Plaintiff and Class Members re-allege and incorporate by reference all preceding
23 paragraphs of this complaint as though fully set forth herein.

24 91. The IWC Wage Orders and Labor Code Section 226.7 provides that employers
25 must authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest
26 time per four (4) work hours or major fraction thereof.

27 92. Labor Code Section 226.7, subdivision (b) provides that if an employer fails to
28 provide an employee rest period in accordance with this Section, the employer shall pay the

employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

93. Defendant failed and/or refused to implement a policy by which Plaintiff and Class Members could receive rest periods and/or work free rest periods. By and through its actions, Defendant intentionally and improperly denied rest periods to Plaintiff and Class Members in violation of Labor Code Sections 226.7 and 512.

94. At all times relevant hereto, Plaintiff and Class have worked more than four (4) hours in a workday.

95. By virtue of the Defendant's unlawful failure to provide rest periods to Plaintiff and Class Members, Plaintiff and Class Members have suffered, and will continue to suffer, damages, in amounts which are presently unknown, but which exceed the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

96. Plaintiff, individually and on behalf of employees similarly situated, requests recovery of rest period compensation pursuant to Labor Code Section 226.7 for the four (4) years prior to filing this Complaint, as well as the assessment of any statutory penalties against Defendant, and each of them, in a sum as provided by the Labor Code and/or any other statute.

97. Plaintiff and Class Members are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and Class Members the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take. As a result, Defendant is liable to Plaintiff and Class Members for the civil penalties provided for in Labor Code Sections 210, 558 for failing to authorize and permit rest periods and pay rest period premium wages. The aforementioned conduct also results in violations of Labor Code sections 226.7, and 1198-1199, and all applicable IWC Wage Orders, Section 12(A). These violations subject Defendant to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, Section 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each Class Member for each pay period during which the referenced statutes and Wage Order provisions were violated.

1 **FOURTH CAUSE OF ACTION**

2 **Failure to Provide Accurate Itemized Wage Statements**

3 **(Against Defendant, DOES 1 through 50, and each of them)**

4 98. Plaintiff and Class re-allege and incorporate by reference all preceding paragraphs
5 of this complaint as though fully set forth herein.

6 99. Labor Code Section 1174, subdivision (d) requires an employer to keep at a central
7 location in California, or at the plant or establishment at which the employee is employed, payroll
8 records showing the hours worked daily by, and the wages paid to, each employee.

9 100. Labor Code Section 226, subdivision (a) requires an employer to provide
10 employees—either as a detachable part of the check, draft, or voucher paying the employee’s
11 wages, or separately when wages are paid by personal check or cash—an accurate itemized wage
12 statement in writing showing

13 (1) gross wages earned, (2) total hours worked by the employee . . . , (4) all
14 deductions . . . , (5) net wages, (6) the inclusive dates of the period for which
15 the employee is paid, (7) the name of the employee and only the last four
16 digits of his or her social security number or an employee identification
17 number other than a social security number, (8) the name and address of the
18 legal entity that is the employer . . . , and (9) all applicable hourly rates in
19 effect during the pay period and corresponding number of hours worked at
20 each hourly rate by the employee

21 101. Moreover, the IWC Wage Orders require that every employer shall keep accurate
22 information with respect to each employee, including time records showing when each employee
23 begins and ends each work period, when each employee takes a meal period, the total daily hours
24 worked by each employee and the total hours worked in each payroll period, and applicable rates
25 of pay.

26 102. Plaintiff is informed and believes that Defendant willfully and intentionally failed
27 to make and/or keep records which accurately reflect the total hours worked by Plaintiff and
28 Class. Specifically, Plaintiff believes that Defendant’s records do not accurately reflect when

1 Plaintiff and Class worked during their meal and rest periods and/or took untimely meal periods
2 or worked for hours not paid.

3 103. Labor Code Section 226, subdivision (e) provides that if an employer knowingly
4 and intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned,
5 the total hours worked by the employee, causing the employee injury, then the employee is
6 entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial
7 violation and one hundred dollars (\$100.00) for each subsequent violation, up to four thousand
8 dollars (\$4,000.00). Plaintiff is informed and believes that Defendant willfully failed to make or
9 keep accurate records for Plaintiff and Class.

10 104. Defendant knew or should have known that Plaintiff and Class members were
11 entitled to receive accurate wage statements, which would include meal break premiums, and/or
12 rest break premiums, as required by Labor Code Section 226. As a result of Defendant violating
13 Labor Code Section 226, Plaintiff and Class Members suffered injury and damage to their
14 statutorily protected rights. Accordingly, Plaintiff and Class Members are entitled to recover
15 from Defendant the greater of their actual damages caused by Defendant's failure to comply with
16 Labor Code Section 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.
17 Moreover, Defendant is liable to Plaintiff and Class Members for the civil penalties provided for
18 in Labor Code section 226.3 for failing to furnish accurate itemized wage statements.

19 105. Plaintiff seeks penalties under Labor Code Section 1174(d). Pursuant to Labor
20 Code Section 1174.5, any person, including any entity, employing labor who willfully fails to
21 maintain accurate and complete records required by Labor Code Section 1174 is subject to a
22 penalty under Section 1174.5. Pursuant to the applicable IWC Order section 7(A)(3), every
23 employer shall keep time records showing when the employee begins and ends each work period.
24 Meal periods and total hours worked daily shall also be recorded. Defendant, however, failed to
25 maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and
26 Class Members.

27 106. Defendant's failure to provide and maintain records required by the Labor Code
28 IWC Wage Orders deprived Plaintiff and Class Members the ability to know, understand and

1 question the accuracy and frequency of meal periods, and the accuracy of their hours worked
2 stated in Defendant's records. Therefore, Plaintiff and Class Members had no way to dispute the
3 resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to
4 Defendant. As a direct result, Plaintiff and Class Members have suffered and continue to suffer,
5 substantial losses related to the use and enjoyment of such wages, lost interest on such wages and
6 expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under
7 state law, all to their respective damage in amounts according to proof at trial. As a result of
8 Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders,
9 Plaintiff and Class Members have also suffered an injury in that they were prevented from
10 knowing, understanding, and disputing the wage payments paid to them. As a result, Defendant
11 is liable to Plaintiff and Class Members for the civil penalties provided for in Labor Code Section
12 1174.5 for failing to maintain accurate records of hours worked and meal periods. Defendant's
13 failure to keep accurate and complete payroll records for Plaintiff and Class Members violates
14 Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These
15 violations subject Defendant to civil penalties under Labor Code Sections 558.1, 226.6, 1174.5.
16 Each violation of each Labor Code section and Wage Order provision, for each Class Member,
17 results in a separate civil penalty.

18 107. Plaintiff is informed and believes that Defendant's failure to keep and maintain
19 accurate records and information, as described above, was willful, and Plaintiff and Class are
20 entitled to statutory penalties pursuant to Labor Code Section 1174.5.

21 **FIFTH CAUSE OF ACTION**

22 **Failure to Pay Wages upon Termination of Employment**

23 **(Against Defendant, DOES 1 through 50, and each of them)**

24 108. Plaintiff and Class re-allege and incorporate by reference all preceding paragraphs
25 of this complaint as though fully set forth herein.

26 109. Plaintiff and certain Class Members who ended their employment with Defendant
27 during the Class Period, were entitled to be promptly paid for all hours worked, including lawful
28 regular time compensation, overtime compensation, double-time compensation, and other

1 premiums, as required by Labor Code Sections 201 through 203. They are also entitled to meal
2 period and rest period premium pay in accordance with Labor Code Sections 226 and 226.7.

3 110. Plaintiff and Class Members were not compensated for their unlawful and/or
4 missed meal periods and/or rest periods, and were not paid proper regular time compensation,
5 overtime compensation or double-time compensation in accordance with law as a result of
6 Defendant's Labor Code violations.

7 111. To date, Class Members who ended their employment with Defendant during the
8 Class Period have not been compensated for all hours worked.

9 112. Plaintiff and Class Members seek the payment of penalties pursuant to Labor Code
10 Section 203, according to proof.

11 113. Plaintiff is also entitled to attorneys' fees and costs, pursuant to Labor Code
12 Section 1194, and prejudgment interest.

13 **SIXTH CAUSE OF ACTION**

14 **Failure to Reimburse for Necessary Business Expenditures**

15 **(Against Defendant, DOES 1 through 50, and each of them)**

16 114. Plaintiff and Class re-allege and incorporate by reference all the above paragraphs
17 of this complaint as if fully alleged herein.

18 115. California Labor Code §2802, states "An employer shall indemnify his or her
19 employee for all necessary expenditures or losses incurred by the employee in direct consequence
20 of the discharge of his or her duties."

21 116. Plaintiff and Class incurred expenses as a direct result of performing their job
22 duties for Defendant, and Defendant has failed to indemnify Plaintiff and Class for these
23 employment-related expenses.

24 117. Defendant knowingly, willingly and intentionally attempted to offset the cost of
25 doing business on the Plaintiff and Class.

26 118. Defendant had a corporate practice and policy of requiring Plaintiff and Class to
27 shoulder the burden of Defendant's cost of doing business by failing to reimburse Plaintiff and
28 Class for necessary expenditures.

1 119. Accordingly, Plaintiff and Class are entitled to an award of “necessary
2 expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s
3 fees and interest.

4 **SEVENTH CAUSE OF ACTION**

5 **Unfair Business Practices**

6 **(Against Defendant, DOES 1 through 50, and each of them)**

7 120. Plaintiff and Class re-allege and incorporate by reference all preceding paragraphs
8 of this complaint as though fully set forth herein.

9 121. Business and Professions Code Section 17200 et seq. (also referred to herein as
10 the “Unfair Business Practices Act” or “Unfair Competition Law”) prohibits unfair competition
11 in the form of any unlawful, unfair or fraudulent business act or practice.

12 122. Business and Professions Code Section 17204 allows “a person who has suffered
13 injury in fact and has lost money or property as a result of the unfair competition” to prosecute a
14 civil action for violation of the Unfair Competition Law (“UCL”).

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

20 124. Beginning at an exact date unknown to Plaintiff, but at least since the date four (4)
21 years prior to the filing of this lawsuit, Defendant has committed acts of unfair competition as
22 defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair and fraudulent
23 business practices and acts described in this Complaint including but not limited to violations of
24 Labor Code Sections 201-203, 204, 226, 226.7, 245-248.5, 510, 512, 558, 558.1, 1174, 1194,
25 1197, 1197.1, 1198, 1199, 2802 as well as other statutes.

26 125. The violations of these laws and regulations, as well as of the fundamental
27 California public policies protecting workers, serve as unlawful predicate acts and practices for
28 purposes of Business and Professions Code Section 17200 et seq.

1 126. The acts and practices described above constitute unfair, unlawful and fraudulent
2 business practices, and unfair competition, within the meaning of Business and Professions Code
3 Section 17200 et seq. Among other things, the acts and practices have forced Plaintiff and other
4 similarly situated employees to labor for many consecutive hours without receiving the meal and
5 rest periods and overtime compensation to which they are entitled by law, while enabling
6 Defendant to gain an unfair competitive advantage over law-abiding employers and competitors.

7 127. As a result of Defendant's acts, Plaintiff and Class Members have suffered injury
8 in fact in being denied their statutorily entitled meal and rest periods and full compensation for
9 hours worked.

10 128. As a direct and proximate result of the aforementioned acts and practices, Plaintiff
11 and Class have suffered lost wages in an amount to be proven at trial.

12 129. Business and Professions Code Section 17203 provides that a court may make
13 such orders or judgments as may be necessary to prevent the use or employment by any person
14 of any practice which constitutes unfair competition. Injunctive relief is necessary and
15 appropriate to prevent Defendant from repeating its unlawful, unfair and fraudulent business acts
16 and business practices alleged above.

17 130. Business and Professions Code Section 17203 provides that the Court may restore
18 to any person in interest any money or property that may have been acquired by means of such
19 unfair competition. Plaintiff and Class are entitled to restitution pursuant to Business and
20 Professions Code Section 17203 for all wages and payments unlawfully withheld from
21 employees, including the fair value of the meal and rest periods taken away from them during the
22 four-year period prior to the filing of this Complaint, as well as for all expenses or losses incurred
23 by Plaintiff and Class in direct consequence of the discharge of his or her duties, or of his or her
24 obedience to the directions of the employer.

25 131. Business and Professions Code Section 17202 provides, "Notwithstanding Section
26 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty,
27 forfeiture, or penal law in a case of unfair competition." Plaintiff and Class are entitled to enforce
28

1 all applicable penalty provisions of the Labor Code pursuant to Business and Professions Code
2 Section 17202.

3 132. Plaintiff's success in this action will enforce important rights affecting public
4 interest, and in that regard, Plaintiff sues on behalf of the general public, as well as herself and
5 other similarly situated employees. Plaintiff and Class seek and are entitled to restitution, civil
6 penalties, declaratory and injunctive relief, and all other equitable remedies owing them.

7 133. Plaintiff herein takes upon herself enforcement of these laws and lawful claims.
8 There is a financial burden involved in pursuing this action. The action is seeking to vindicate a
9 public right, and it would be against the interests of justice to penalize Plaintiff by forcing her to
10 pay attorneys' fees from the recovery in this action. Attorneys' fees are appropriate pursuant to
11 Code of Civil Procedure Section 1021.5 and otherwise.

12 **EIGHTH CAUSE OF ACTION**

13 **Violation of California Private Attorneys General Act of 2004, Labor Code §§ 2698 *et seq.***

14 **(Against Defendants, DOES 1 through 50, and each of them)**

15 134. Plaintiff re-alleges and incorporates by reference all preceding paragraphs in this
16 complaint, as if fully alleged herein.

17 135. Plaintiff seeks recovery of penalties under the Labor Code Private Attorney
18 General Act of 2004 ("PAGA.") (Labor Code sections 2698 *et seq.*)

19 136. PAGA permits an "aggrieved employee" to recover penalties on behalf of
20 himself/herself and other employees subject to violations of the Labor Code, including violations
21 of sections 201-203, 204, 226, 226.7, 245-248.5, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1,
22 1198, 1199, 2802, as well as the applicable Wage Order.

23 137. Plaintiff is informed and believes Defendants at all relevant times employed one
24 or more employees.

25 138. For those code sections that provide for the recovery of civil penalties, Plaintiff
26 will seek on behalf of all aggrieved employees those penalties. For those sections of the Labor
27 Code that do not specifically provide for civil penalties, Plaintiff will seek civil penalties of one
28 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation

1 and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each
2 subsequent violation pursuant to Labor Code section 2699, subdivision (f).

3 139. Section 2699, subdivision (a) provides that civil penalties may be “recovered
4 through a civil action brought by an aggrieved employee on behalf of himself or herself and other
5 current or former employees.” (Code Civ. Proc., § 2699, subd. (a).) Section 2699, subdivision (g),
6 provides that an employee who prevails in a civil action under section 2699 shall be entitled to an
7 award of reasonable attorneys’ fees and costs.

8 140. The State of California, Plaintiff and aggrieved employees are, therefore, entitled
9 to civil penalties, attorneys’ fees and costs, according to proof.

10
11 **PRAYER FOR RELIEF**

12 Plaintiff, individually, and on behalf of all others similarly situated only with respect to
13 the class claims, prays for relief and judgment against Defendant as follows:

14 **Class Certification**

15 1. That this action be certified as a class action with respect to the First, Second,
16 Third, Fourth, Fifth, Sixth and Seventh Causes of Action;

17 2. That Plaintiff be appointed as the representative of the Class; and

18 3. That counsel for Plaintiff be appointed as Class Counsel.

19 **As to the First Cause of Action**

20 4. That the Court declare, adjudge and decree that Defendant violated California
21 Labor Code Sections 204, 245-248.5, 510, 512, 1194, 1197, 1197.1, 1198, 1199 and
22 applicable IWC Wage Orders by willfully failing to pay all wages due and sick pay;

23 5. For general unpaid wages as may be appropriate;

24 6. For pre-judgment interest on any unpaid compensation commencing from the
25 date such amounts were due;

26 7. For liquidated damages;

27 8. For reasonable attorneys’ fees and for costs of suit incurred herein pursuant to
28

1 California Labor Code § 1194(a); and,

2 9. For such other and further relief as the Court may deem equitable and
3 appropriate.

4 As to the Second Cause of Action

5 10. That the Court declare, adjudge and decree that Defendant violated California
6 Labor Code Sections 226.7 and 512, and the IWC Wage Orders;

7 11. For unpaid meal period premium wages as may be appropriate;

8 12. For pre-judgment interest on any unpaid compensation commencing from the
9 date such amounts were due;

10 13. For reasonable attorneys' fees under California Code of Civil Procedure §
11 1021.5, and for costs of suit incurred herein; and

12 14. For such other and further relief as the Court may deem equitable and
13 appropriate.

14 As to the Third Cause of Action

15 15. That the Court declare, adjudge and decree that Defendant violated California
16 Labor Code Sections 226.7 and 512, and the IWC Wage Orders;

17 16. For unpaid rest period premium wages as may be appropriate;

18 17. For pre-judgment interest on any unpaid compensation commencing from the
19 date such amounts were due;

20 18. For reasonable attorneys' fees under California Code of Civil Procedure §
21 1021.5, and for costs of suit incurred herein; and

22 19. For such other and further relief as the Court may deem equitable and
23 appropriate.

24 As to the Fourth Cause of Action

1 20. That the Court declare, adjudge and decree that Defendant violated the record
2 keeping provisions of California Labor Code Section 226(a) and applicable IWC Wage
3 Orders, and willfully failed to provide accurate itemized wage statements thereto;

4 21. For penalties and actual damages pursuant to California Labor Code § 226(e);

5 22. For injunctive relief to ensure compliance with this Section, pursuant to
6 California Labor Code Section 226(h);

7 23. For reasonable attorneys' fees and for costs of suit incurred herein; and

8 24. For such other and further relief as the Court may deem equitable and
9 appropriate.
10

11 As to the Fifth Cause of Action

12 25. That the Court declare, adjudge and decree that Defendant violated California
13 Labor Code Sections 201, 202, 203 by willfully failing to pay all compensation owed at the
14 time of termination of the employment;

15 26. For statutory wage penalties pursuant to California Labor Code § 203 for former
16 employees who have left Defendant's employ;

17 27. For pre-judgment interest on any unpaid wages from the date such amounts were
18 due;

19 28. For reasonable attorneys' fees and for costs of suit incurred herein; and

20 29. For such other and further relief as the Court may deem equitable and
21 appropriate.

22 As to the Sixth Cause of Action

23 30. That the Court declare, adjudge and decree that Defendant violated Labor Code
24 Section 2802 and the IWC Wage Orders;

25 31. For general unpaid wages and reimbursement of business expenses as may be
26 appropriate;
27
28

1 32. For pre-judgment interest on any unpaid compensation commencing from the
2 date such amounts were due;

3 33. For reasonable attorneys' fees and for costs of suit incurred herein; and

4 34. For such other and further relief as the Court may deem equitable and
5 appropriate.

6 As to the Seventh Cause of Action

7 35. That the Court declare, adjudge and decree that Defendant violated California
8 Business & Professions Code Section 17200, *et seq.* by failing to pay wages for all hours
9 worked, failing to provide meal periods, failing to maintain accurate records of meal
10 periods, failing to authorize and permit rest periods, and failing to maintain accurate records
11 of all hours worked and meal periods, failing to furnish accurate wage statements, and
12 failing to indemnify necessary business expenses;

13 36. For restitution of unpaid wages to Plaintiff and all Class Members and
14 prejudgment interest from the day such amounts were due and payable;

15 37. For the appointment of a receiver to receive, manage and distribute any and all
16 funds disgorged from Defendant and determined to have been wrongfully acquired by
17 Defendant as a result of violations of California Business & Professions Code §§ 17200 *et*
18 *seq.*;

19 38. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
20 California Code of Civil Procedure Section 1021.5;

21 39. For injunctive relief to ensure compliance with this Section, pursuant to
22 California Business & Professions Code Sections 17200, *et seq.*; and,

23 40. For such other and further relief as the Court may deem equitable and
24 appropriate.
25

26 As to the Eighth Cause of Action
27
28

1 41. That the Court declare, adjudge and decree that Defendants violated the
2 California Labor Code by failing to pay wages for all hours worked and paid sick leave, failing
3 to provide meal periods, failing to maintain accurate records of meal periods, failing to
4 authorize and permit rest periods, failing to maintain accurate records of all hours worked and
5 meal periods, failing to indemnify necessary business expenses, failing to pay final wages at
6 termination, and failing to furnish accurate wage statements;

7 42. For all civil penalties pursuant to California Labor Code § 2699, et seq., and all
8 other applicable Labor Code provisions;

9 43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
10 California Labor Code § 2699;

11 44. For such other and further relief as the Court may deem equitable and
12 appropriate.
13

14 As to all Causes of Action

15 45. For any additional relief that the Court deems just and proper.
16

17 Dated: May 18, 2026

TUNYAN LAW, APC

18 
19 _____

20 Lilit Tunyan
21 Artur Tunyan
22 Attorneys for Plaintiff CARLOS NADAL,
23 as an individual and on behalf of all
24 employees similarly situated
25
26
27
28

Exhibit “A”



535 N. Brand Blvd., Suite 285
Glendale, CA 91203
Tel: (323) 410-5050
ltunyan@tunyanlaw.com

March 12, 2026

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL

Return Receipt Requested
RC Maintenance Holdings Inc.
569 Bateman Cir
Corona, CA 92880

VIA CERTIFIED MAIL

Return Receipt Requested
CSC-Lawyers Incorporating Service
Agent for Service of Process for
RC Maintenance Holdings Inc.
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

Re: *Nadal v. RC Maintenance Holdings Inc.*

To Whom It May Concern:

Please be advised that my office has been retained by Carlos Nadal (“Plaintiff”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer RC Maintenance Holdings Inc. (“Defendant”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Plaintiff alleges Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of himself as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission ("IWC").

Plaintiff worked for Defendant as a maintenance technician from approximately September 2021 to August 2025 primarily in Stanislaus, Monterey, Sacramento and other counties. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 5-6 days per week, over 8 hours each workday and often times over 12 hours per shift. Plaintiff was also regularly "on call" during 24 hours one day per week.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Individual Liability Under Labor Code § 558.1

Labor Code § 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code §§ 203, 226, 226.7, 1194, and 2802. Defendant, at all relevant times, was an employer or person acting on behalf of employer(s) who violated Plaintiff's and the Aggrieved Employees' rights by violating various sections of the California Labor Code. The California Legislature defines "other person acting on behalf of an employer" as "a natural person who is an owner, director, officer, or managing agent of the employer." The "managing agent" definition mirrors that found in California's punitive damages statute (subdivision (b) of section 3294 of the Civil Code). Under that statute and supporting case law, "managing agents" are all employees who exercise substantial independent authority and judgment in their corporate decision-making such that their decisions ultimately determine corporate policy. *White v. Ultramar, Inc.* (1999) 21 Cal. 4th 563, 566-67. For the reasons set forth above and others, at all relevant times, any above-listed individuals meet the criteria of managing agents under California Law, and therefore, may be held liable under California Labor Code sections 558 and 558.1 for violations of Labor Code §§ 203, 226, 226.7, and 1194 as further described in detail below.

Plaintiff intends to further name any unknown individuals responsible for violations arising under Labor Code sections 558 and 558.1 after further discovery. Plaintiff will ask the Court to relate the amendment of the PAGA charge and the operative complaint to the date of filing of these charges. Plaintiff asks and demands that Defendant put these individuals on notice immediately to provide them as much notice possible to mount in defense. In the alternative, Plaintiff also offers to Defendant to place those individuals on notice if Defendant voluntarily provides their contact information.

Failure to Pay for All Hours Worked

Under California law, an employer must pay for all hours worked by an employee. “Hours worked” is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §1194, subdivision (a) provides that notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit. Further, pursuant to Labor Code §1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

Labor Code § 1197 provides the California requirement that employees must be paid at least the minimum wage fixed by the IWC, and any payment of less than the minimum wage is unlawful. Furthermore, "in any action under Labor Code §§ 98, 1193 .6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon ... " See California Labor Code § 1194.2.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

In *Oliver v. Konica Minolta Business Solutions U.S.A., Inc.* (2020) 51 Cal.App.5th, the California Court of Appeal held that service technicians who used their personal vehicles to carry supplies and tools to and from customer locations "may" be entitled to compensation for their time driving from home to their first customer site in the morning and back to their home from their last customer site in the afternoon/evening, as well as mileage reimbursement.

An employee’s regular rate of pay is properly determined by “dividing his total remuneration for employment (except statutory exclusions) in any work week by the total number of hours actually worked by him in that workweek for which such compensation was paid.” *Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal.App.4th 893, 905.) Thus, employees “who receive incentive bonuses in addition to their guaranteed base pay clearly receive a greater

regular rate than the minimum base rate.” *Id.* quoting *Walling v. Hamischfeger Corp.* 325 U.S. 427, 431 (1945).

The California Supreme Court has issued a decision confirming the way employers must compensate employees for missed meal and rest breaks under state law. *Ferra v. Loews Hollywood Hotel, LLC*, 40 Cal.App.5th 1239 (2019). In *Ferra v. Loews Hollywood Hotel, LLC*, the Court unanimously ruled that employers must pay their California employees premiums for meal, rest, and recovery break violations at the employees’ regular rate of pay as opposed to the base hourly rate.

On-call or standby time at the work site is considered hours worked for which the employee must be compensated even if the employee does nothing but wait for something to happen. “[A]n employer, if he chooses, may hire a man to do nothing or to do nothing but wait for something to happen. Refraining from other activities often is a factor of instant readiness to serve, and idleness plays a part in all employment in a stand-by capacity”. *Armour & Co. v. Wantock* (1944) 323 U.S. 126. Whether on-call or standby time off the work site is considered compensable must be determined by looking at the restrictions placed on the employee. A variety of factors are considered in determining whether the employer-imposed restrictions turn the on-call time into compensable “hours worked.” These factors, set out in a federal case, *Berry v. County of Sonoma* (1994) 30 F.3d 1174, include whether: i. there are excessive geographic restrictions on the employee’s movements; ii. whether the frequency of calls is unduly restrictive; iii. whether a fixed time limit for response is unduly restrictive; iv. whether the on-call employee can easily trade his or her on-call responsibilities with another employee; and v. whether and to what extent the employee engages in personal activities during on-call periods.

Throughout the statutory period, on information and belief, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees for all hours worked. Throughout the statutory time period, Defendant regularly used a system of time rounding in a manner that resulted, over a period of time, in failing to compensate Plaintiff and the Aggrieved Employees properly for all the time they have actually worked, even though the realities of Defendant's operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Accordingly, Defendant frequently paid Plaintiff and the Aggrieved Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate.

Throughout the statutory period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees for all hours worked, including minimum wage for “on-call” hours and overtime hours as a result of working “on-call” hours. Defendant required Plaintiff and the Aggrieved Employees to be “on call” during 24 hours one day per week and to perform various duties at home during the “on-call” hours, which consisted of taking calls and receiving text messages after hours to get tasks. However, Plaintiff and the Aggrieved Employees were paid less than a California minimum wage set by Labor Commissioner’s Wage

Order for each “on-call” hour as Defendant paid \$50 for 24 hours of “on-call” time. Moreover, since Plaintiff and the Aggrieved Employees worked 24 hours of “on-call” time during one week, the number of hours worked during one week exceeded 40 hours. However, Defendant not only failed to pay minimum wage for “on-call” hours but Defendant also failed to compensate Plaintiff and the Aggrieved Employees overtime pay for hours exceeding 40 hours per week and 8 hours per day as required under California law. During “on-call” days and hours Plaintiff and the Aggrieved Employees were required to be in a driving distance from their jobsite location to be able to drive to the jobsite as soon as possible after the request. They were required to respond to the calls and text messages during “on-call” hours, were restricted in engaging in personal activities during “on-call” days and hours so that they are able to respond to calls and/or present to work when requested. Plaintiff and the Aggrieved employees were not compensated minimum wage for the “on-call” time waiting to be called to work despite the geographical and time restrictions and impossibility to engage in personal activities during “on-call” days.

Throughout the statutory period, Plaintiff and the Aggrieved Employees were also regularly required to work off-the-clock, uncompensated, after their scheduled shift hours to receive and respond to work-related text messages regarding the next jobsite locations and work assignments, wash their heavily soiled uniforms and work vehicles. Additionally, Plaintiff and the Aggrieved Employees regularly drove to stores to purchase materials necessary for work after the scheduled shift hours, off-the-clock, without compensation. Lastly, Plaintiff and the Aggrieved Employees were required to work off-the-clock, without compensation, by clocking out for meal periods but continue working due to the heavy workload and timeline for completing the projects and assignments.

Throughout the statutory period, Defendant deducted one hour of pay for the commute time from Plaintiff’s and the Aggrieved Employees’ pay. Defendant was required to compensate all commute time since Plaintiff and the Aggrieved Employees were required to carry the tools and materials necessary for their work in the work vehicle and take them home and back. Plaintiff and the Aggrieved Employees were prevented from using the commute for their own purposes, were under the control of Defendant and had to be compensated for the entire commute time. Additionally, Plaintiff and the Aggrieved Employees’ commute was regularly longer than their normal commute time, often times around three hours, as they had to travel to different counties. Therefore, Defendant had an obligation to compensate for all commute time and one hour pay deduction was unlawful.

Throughout the statutory period, Plaintiff and the Aggrieved Employees received additional remuneration in the form of “on call” pay. However, Defendant has not compensated Plaintiff and the Aggrieved Employees at the proper overtime, sick pay and PTO rate. Defendant did not include the additional remuneration paid to Plaintiff and the Aggrieved Employees as “on call” pay in the regular rate of pay for purposes of calculating overtime rate of pay, sick pay and PTO.

In maintaining a practice of not paying all wages owed, Defendant failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime. This conduct also results in violations of Labor Code §§ 218.5, 510, 558.1, 1198-1199, and all applicable IWC Wage Orders, section 12(A). These violations subject Defendant to civil penalties under Labor Code §§ 558, 558.1, 218.5, and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code Section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee, for each pay period during which the referenced statutes and Wage Order provisions were violated.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the end of the fifth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Plaintiff and the Aggrieved Employees regularly missed or had interrupted first meal periods. Plaintiff and the Aggrieved Employees were required to keep their phones on during their meal periods to receive and respond to their supervisors' work-related text messages and get back to work when requested. Additionally, Plaintiff and Aggrieved Employees were regularly required to clock out for their first meal periods and continue working due to the heavy workload, the timeline for completing the projects and assignments. Plaintiff and the Aggrieved Employees would take their meal periods later, after the fifth hour of work instead, even though they were instructed and mandated to clock out for their meal periods before the end of the fifth hour of work so that on paper it looked like they took compliant meal periods. Additionally, when Plaintiff and the Aggrieved Employees worked more than ten-hour shifts, they regularly missed their second meal periods and/or did not take them before the end of the tenth hour. Plaintiff and the Aggrieved Employees were instructed and mandated to clock out for their second meal periods prior to the end of the twelfth hour and continue working so that on paper it looked like they took their second meal periods. If Plaintiff and the Aggrieved Employees clocked out after the fifth hour of work for the first meal periods and after the twelfth hour of work for their second meal

periods, they had to inform their supervisors so that the supervisors adjust the clock out time on their timesheets. In fact, Defendant falsified Plaintiff's and the Aggrieved Employees' time records.

Based on information and belief, despite Defendant's failure to provide lawful meal periods, Defendant implemented a policy and/or practice of rounding the start and end times of Plaintiff's and the Aggrieved Employees' meal periods and/or automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods, despite having actual and/or constructive knowledge that Plaintiff and the Aggrieved Employees did not receive lawful meal periods.

Moreover, based on information and belief, Defendant failed to keep accurate records of the true start and end times of Plaintiff's and the Aggrieved Employees' meal periods. Based on information and belief, to the extent meal periods were recorded, Defendant illegally rounded the start and end times of purported meal periods resulting in Plaintiff and the Aggrieved Employees not being paid for all time worked as well as late and/or shortened meal periods. See *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages. The aforementioned conduct also results in violations of Labor Code §§ 226.7, 512, and 1198- 1199, and all applicable IWC Wage Orders, section 1 l(A) and (C) along with all applicable IWC Wage Orders. These violations subject Defendant to civil penalties under Labor Code §§ 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated. Defendant's failure to provide valid meal periods, and the automatic deduction for meal periods that were not provided/valid, ultimately results in further violations, such as violations of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

On information and belief, Defendant, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take compliant rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. On information and belief, Plaintiff and the Aggrieved Employees regularly missed their first, second and third rest periods due to heavy workload and the timeline of projects and assignments. Additionally, Plaintiff and the Aggrieved Employees were required to keep their phones on and receive and respond to work-related text messages and calls when they had an opportunity to take their rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages. The aforementioned conduct also results in violations of Labor Code §§ 226.7, and 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject Defendant to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, § 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated

Failure to Maintain Accurate Records of Hours Worked

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees of the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked

stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods. Defendant's failure to keep accurate and complete payroll records for Plaintiff and non-exempt aggrieved employees violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Defendant to civil penalties under Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each non-exempt aggrieved employee, results in a separate civil penalty.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement. On information and belief, Defendant required Plaintiff and the Aggrieved Employees to use their personal cell phones to receive work-related texts and calls regarding the jobsite locations and work assignments after the scheduled shift hours including when they were "on call". Defendant failed to reimburse Plaintiff and the Aggrieved Employees the reasonable portion of their personal cell phone bills. Defendant also required Plaintiff and the Aggrieved Employees to wash their work vehicles and uniforms without reimbursing the vehicle and uniform washing expenses.

Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination. Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number,

(8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. Lab. Code § 226(e)(2)(B)(iii).

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” Lab. Code § 226(e)(1).

On information and belief, Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant’s failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Lab. Code § 204(a). The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Lab. Code § 204(d).

Throughout the statutory period applicable to this cause of action, employees were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Provide Paid Sick Leave and Written Notice of Available Paid Sick Leave (Violations of Labor Code §§ 245-248.5)

Labor Code § 246 (a) an employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days.

Labor Code § 246 (i) requires employers to provide an employee with written notice that sets forth the amount of paid sick leave available.

Throughout the statutory period, Defendant failed to provide proper paid sick leave to Plaintiff and the Aggrieved Employees. Defendant improperly calculated the sick leave accrual and the sick leave rate of pay owed to Plaintiff and the Aggrieved Employees by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work).

Based on information and belief, Defendant further failed to provide notice of the correct sick leave amount balance available to Plaintiff and the Aggrieved Employees on their wage statements or other written statements. In addition, Defendant failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the Aggrieved Employees throughout the relevant time period.

Based on information and belief, throughout the relevant period, Defendant failed to provide notice of correct sick leave amount balance left for Plaintiff and the Aggrieved Employees, thus affecting their intelligent exercise of their paid sick leave. But for this failure, Plaintiff and the Aggrieved Employees would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

This illegal retention of paid sick leave is unlawful, and Plaintiff seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Plaintiff and all non-exempt aggrieved employees.

In violation of Labor Code § 247.5, Defendant failed to maintain accurate records documenting the hours worked and paid sick days accrued and used by Plaintiff and the Aggrieved Employees, permitting the presumption that Plaintiff and the Aggrieved Employees were entitled to the maximum number of hours accruable under this article.

On information and belief, Plaintiff alleges that all of these practices were experienced and continue to be experienced by the Aggrieved Employees.

Plaintiff requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Defendant's sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Plaintiff requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code §§ 233 and 234, which incorporates the paid sick leave requirements., Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to provide any information on accrued sick leave.

Standard Conditions of Labor Violations

Together, Labor Code §§ 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including §§ 1174, 1197, and 1198, or order or ruling of the commission.

Therefore, Defendant's violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, business expenses and other violations described herein result in separate violations of §§ 1198 and 1199, which subject Defendant to civil penalties under Labor Code §§ 1197.1 and 2699.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees including but not limited to Labor Code §§ 201-203, 204, 226, 226.7, 245-248.5, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802 and all applicable Wage Orders.

Defendant has violated the above-referenced California Labor Code provisions, the applicable IWC Wage Order, including but not limited to all applicable Wage Orders, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys' fees, and costs. The civil penalties Plaintiff and The Aggrieved Employees seek to recover include, but are not limited to, the statutory and civil penalties specified above.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 218.5, 225.5, 226, 226.3, 226.6, 233, 234, 558, 558.1, 1174.5, 1197.1, 1198, 1198.5, 1199, 2802, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address and address of the agent for service, as indicated on the first page.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional compensation owed or losses incurred by Plaintiff or by any other aggrieved employee of Defendant or any additional facts, Plaintiff expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



Lilit Tunyan, Esq.
TUNYAN LAW, APC

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: ltunyan@tunyanlaw.com
Subject: Thank you for submission of your PAGA Case.
Date: Thursday, March 12, 2026 3:11:32 PM

3/12/2026

LWDA Case No. LWDA-CM-1163395-26
Law Firm : Tunyan Law, APC
Plaintiff Name : Carlos Nadal
Employer: RC Maintenance Holdings Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit:
<https://www.dir.ca.gov/dosh/complaint.htm>

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

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Return Receipt Tracking #: 9590 9402 8114 2349 9451 30			\$4.40
Total			\$11.87
Grand Total:			\$23.74
Credit Card Remit Card Name: AMEX Account #: XXXXXXXXXX1001 Approval #: 845096 Transaction #: 251 AID: A000000025010801 Contactless AL: AMERICAN EXPRESS PIN: Not Required			\$23.74

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Corona, CA 92880

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CSC Lawyers Incorporating Service
Agent for Service of Process for
RC Maintenance Holdings Inc.
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

PS Form 3800, January

1
2 **DEMAND FOR JURY TRIAL**
3
4

5 Plaintiff CARLOS NADAL hereby demands a jury trial on all issues so triable.
6
7

8 Dated: May 18, 2026

TUNYAN LAW, PAC

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10 
11

12 Lilit Tunyan
Artur Tunyan

13 Attorneys for Plaintiff CARLOS NADAL
14 as an individual and on behalf of all
15 employees similarly situated
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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 535 N Brand Blvd. Suite 285,
Glendale, California 91203.

7 On May 18, 2026, I served the foregoing document described as: On the date indicated below, I
8 served the document described as: **FIRST AMENDED COMPLAINT** on the interested parties
9 in this action by sending a true copy thereof to interested parties as follows and as stated on the
attached service list:

10 Daniel Cravens
11 dcravens@ohaganmeyer.com
12 Mandeep Sanghera
13 msanghera@ohaganmeyer.com
14 Nicole Tavis
15 ntavis@ohaganmeyer.com
16 Sharice Valenzuela
17 svalenzuela@ohaganmeyer.com
18 **O'HAGAN MEYER**
19 8080 N. Palm Ave., Suite 201
20 Fresno, CA 93711
21 Tel: 559-628-4750

22 **Attorneys for Defendant RC MAINTENANCE HOLDINGS INC.**

23 [✓] **BY E-MAIL:** I hereby certify that this document was served from Glendale, California,
24 by e-mail delivery on the parties listed herein at their most recent known e-mail
address or e-mail of record in this action.

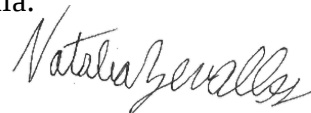
25 [✓] **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept
26 electronic service, I caused the documents to be sent to the persons at the electronic
27 service addresses listed above via electronic mail. I did not receive an error message.

28 X I declare under penalty of perjury under the laws of the State of California that the
above is true and correct.

Executed on May 18, 2026 at Glendale, California.

Natalia Zevallos

Name



Signature