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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

KEVIN ESTUARDO MARROQUIN, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

TUFF SHED, INC., a Colorado
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 26CV493363

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR DAMAGES FOR:**

- (1) VIOLATION OF LABOR CODE §§ 510
AND 1194;**
- (2) VIOLATION OF LABOR CODE § 226;**
- (3) VIOLATION OF LABOR CODE § 2802;**
- (4) VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200, ET
SEQ.: AND**
- (5) VIOLATIONS OF THE CALIFORNIA
LABOR CODE
(LAB. CODE §§ 2698 ET SEQ.**

DEMAND OVER \$35,000.00

1 Plaintiff Kevin Estuardo Marroquin (“Plaintiff”) hereby submits this first amended class
2 and representative action complaint (“Complaint”) against Defendant Tuff Shed, Inc.
3 (“Defendant”) and Does 1 through 50 (collectively, “Defendants”), on behalf of himself and a
4 class of all other similarly situated current and former employees of Defendants for penalties
5 and/or damages for violation of the California Labor Code and the California Business and
6 Professions Code section 17200, *et seq.*, as follows:

7 **INTRODUCTION**

8 1. This class and representative action is within the Court’s jurisdiction under
9 California Labor Code sections 201, 202, 203, 226, 226.8, 510, 1174, 1194, 2802, and 2698 *et*
10 *seq.*, Business and Professions Code section 17200, *et seq.* (the “UCL”), and the applicable
11 Wage Orders of the California Industrial Welfare Commission (“IWC”).

12 2. This Complaint challenges systemic illegal employment practices resulting in
13 violations of the California Labor Code and Business and Professions Code against individuals
14 who worked for Defendants.

15 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
16 jointly and severally, have acted intentionally and with deliberate indifference and conscious
17 disregard to the rights of Plaintiff and the Class by: (a) improperly classifying installers as
18 independent contractors, in violation of Labor Code section 226.8; (b) failing to pay overtime
19 wages, in violation of Labor Code sections 510 and 1194; (c) failing to reimburse installers for
20 work-related expenditures, in violation of Labor Code section 2802; (d) failing to pay all wages
21 earned upon separation of employment, in violation of Labor Code sections 201, 202, and 203;
22 (e) failing to provide accurate itemized wage statements, in violation of Labor Code section
23 226(a); and (f) engaging in Unfair Business Practices in violation of the UCL, the California
24 Labor Code, and the applicable IWC Wage Orders.

25 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 have engaged in, among other things, a system of willful violations of the California Labor Code
27 and the applicable IWC Wage Orders by creating and maintaining policies, practices, and
28 customs that knowingly deny employees the above stated rights and benefits.

1 5. The policies, practices, and customs of Defendants described above and below
2 have resulted in unjust enrichment of Defendants and an unfair business advantage over
3 businesses that routinely adhere to the strictures of the California Labor Code and the California
4 Business and Professions Code.

5 **JURISDICTION AND VENUE**

6 6. The Court has jurisdiction over the violations of the California Labor Code
7 sections 201, 202, 203, 226, 226.8, 510, 1174, 1194,2802, and 2698 *et seq*, the UCL, and the
8 applicable Wage Orders.

9 7. Venue is proper in Santa Clara County because Plaintiff performed work for
10 Defendant in Santa Clara County.

11 **PARTIES**

12 8. Plaintiff was employed by Defendant as an installer from approximately 2019
13 through April 2026. During his employment, Defendant improperly classified Plaintiff as an
14 independent contractor.

15 9. Plaintiff was and is the victim of the policies, practices, and customs of Defendant
16 complained of in this action in ways that have deprived him of the rights guaranteed by
17 California Labor Code sections 201, 202, 203, 226, 226.8, 510, 1174, 1194,2802, and 2698 *et*
18 *seq*, the applicable IWC Wage Orders, and the UCL.

19 10. Plaintiff is informed and believes, and based thereon alleges, that Tuff Shed, Inc.
20 was and is a corporation that manufactures and installs prefabricated storage buildings, garages,
21 and related custom outdoor structures in the State of California.

22 11. Plaintiff is informed and believes, and based thereon alleges, that at all times
23 herein mentioned Does 1 through 50, are and were corporations, business entities, individuals,
24 and partnerships, licensed to do business and actually doing business in the State of California.
25 As such and based upon all the facts and circumstances incident to Defendants' business,
26 Defendants are subject to the California Labor Code and the UCL.

27 12. Plaintiff does not know the true names or capacities, whether individual, partner,
28 or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason,

1 said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
2 complaint when the true names and capacities are known. Plaintiff is informed and believes and
3 based thereon alleges that each of said fictitious defendants was responsible in some way for the
4 matters alleged herein and proximately caused Plaintiff, the Class and members of the general
5 public to be subject to the illegal employment practices, wrongs, and injuries complained of
6 herein.

7 13. At all times herein mentioned, each defendant participated in the doing of the acts
8 hereinafter alleged to have been done by the named Defendants; and furthermore, Defendants,
9 and each of them, were the agents, servants, and employees of each of the other defendants, as
10 well as the agents of all Defendants, and at all times herein mentioned, were acting within the
11 course and scope of said agency and employment.

12 14. Plaintiff is informed and believes, and based thereon alleges, that at all times
13 material hereto, each of the Defendants named herein was the agent, employee, alter ego, and/or
14 joint venturer of, or working in concert with each of the other co-Defendants and was acting
15 within the course and scope of such agency, employment, joint venture, or concerted activity. To
16 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
17 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
18 Defendants.

19 15. At all times herein mentioned, Defendants, and each of them, were members of,
20 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
21 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

22 16. At all times herein mentioned, the acts and omissions of various Defendants, and
23 each of them, concurred and contributed to the various acts and omissions of each and all of the
24 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
25 herein mentioned, Defendants, and each of them, ratified each and every act or omission
26 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
27 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
28 damages as herein alleged.

CLASS ACTION ALLEGATIONS

17. **Definition:** The named individual Plaintiff seeks class certification, pursuant to California Code of Civil Procedure section 382. Plaintiff proposes the following classes: (1) all individuals who performed work as installers for Defendant in the State of California at any time from May 6, 2022, through the present (the “Class” or “Class Members”); and (2) all individuals who performed work as installers for Defendant in the State of California at any time from May 6, 2022, through the present, and who worked more than eight hours in a workday and/or more than forty hours in a workweek (the “Overtime Sub-Class” or “Overtime Sub-Class Members”).

18. **Numerosity and Ascertainability:** The members of the class are so numerous that joinder of all members would be impractical, if not impossible. The identities of the members of the Class Members are readily ascertainable by review of Defendant’s records, including payroll records. Plaintiff is informed and believes, and based thereon alleges, that Defendant (a) improperly classified installers as independent contractors, in violation of Labor Code section 226.8; (b) failed to pay overtime wages, in violation of Labor Code sections 510 and 1194; (c) failed to reimburse installers for work-related expenditures, in violation of Labor Code section 2802; (d) failed to pay all wages earned upon separation of employment, in violation of Labor Code sections 201, 202, and 203; (e) failed to provide accurate itemized wage statements, in violation of Labor Code section 226(a); and (f) engaged in Unfair Business Practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

19. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the class defined above. Plaintiff’s attorneys are ready, willing, and able to fully and adequately represent the Class Members and the individual Plaintiff. Plaintiff’s attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California state and federal courts.

20. **Common Question of Law and Fact:** There are predominant common questions of law and fact and a community of interest amongst Plaintiff and the claims of the Class

Members concerning Defendant's policy and practice of: (a) improperly classifying installers as independent contractors, in violation of Labor Code section 226.8; (b) failing to pay overtime wages, in violation of Labor Code sections 510 and 1194; (c) failing to reimburse installers for work-related expenditures, in violation of Labor Code section 2802; (d) failing to pay all wages earned upon separation of employment, in violation of Labor Code sections 201, 202, and 203; (e) failing to provide accurate itemized wage statements, in violation of Labor Code section 226(a); and (f) engaging in Unfair Business Practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

21. **Typicality:** The claims of Plaintiff are typical of the claims of all Class Members in that Plaintiff has suffered the harms alleged in this Complaint in a similar and typical manner as the Class he seeks to represent. Defendant improperly classified Plaintiff as an independent contractor. Plaintiff worked for Defendant as an installer. Plaintiff did not operate an independently established business that contracted directly with Defendant's customers. Instead, Plaintiff performed work within the usual course of Defendant's business, including the assembly and/or installation of prefabricated sheds, garages, and related outdoor structures at customer locations. Plaintiff performed this work pursuant to Defendant's policies, procedures, schedules, specifications, and instructions, and was subject to Defendant's direction and control regarding the manner and means by which the work was performed. Accordingly, Plaintiff was misclassified as an independent contractor when, in reality, he was Defendant's employee. .

22. Plaintiff worked more than eight hours in a workday and/or more than forty hours in a workweek. As a result of Defendant's misclassification of Plaintiff as an independent contractor, Plaintiff was not paid overtime wages for all overtime hours worked. Defendant further failed to pay Plaintiff all such earned and unpaid overtime wages upon Plaintiff's separation from employment.

23. As a result of the misclassification of Plaintiff and/or nonpayment of overtime wages, the wage statements provided to Plaintiff failed to display the information required by Labor Code section 226(a), including without limitation, the rate at which his pay was calculated, correct hours worked, correct hourly rates, gross and net wages earned, and all

1 deductions.

2 24. Furthermore, Defendant failed to reimburse Plaintiff for necessary business
3 expenses incurred in the course and scope of performing work for Defendant. Plaintiff was
4 required to use his personal vehicle and tools for work-related purposes, but Defendant failed to
5 reimburse Plaintiff for mileage, fuel, wear and tear on his vehicle, and the costs associated with
6 the tools he was required to use.

7 25. Therefore, Plaintiff is a member of the Class and has suffered the alleged
8 violations of Labor Code sections 201, 202, 203, 226, 226.8, 510, 1194 and 2802, the applicable
9 IWC Wage Orders, and the UCL

10 26. The California Labor Code upon which Plaintiff bases these claims are broadly
11 remedial in nature. These laws and labor standards serve an important public interest in
12 establishing minimum working conditions and standards in California. These laws and labor
13 standards protect the average working employee from exploitation by employers who may seek
14 to take advantage of superior economic and bargaining power in setting onerous terms and
15 conditions of employment.

16 27. The nature of this action and the format of laws available to Plaintiff and the
17 Class Members identified herein make the class action format a particularly efficient and
18 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
19 file an individual lawsuit, the corporate defendants would necessarily gain an unconscionable
20 advantage since it would be able to exploit and overwhelm the limited resources of each
21 individual plaintiff with their vastly superior financial and legal resources. Requiring each Class
22 Member to pursue an individual remedy would also discourage the assertion of lawful claims by
23 employees who would be disinclined to file an action against their former and/or current
24 employer for real and justifiable fear of retaliation and permanent damage to their careers at
25 subsequent employment.

26 28. The prosecution of separate actions by the individual Class Members, even if
27 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
28 to individual Class Members against the Defendants and which would establish potentially

1 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
2 individual Class Members which would, as a practical matter, be dispositive of the interest of the
3 other Class Members not parties to the adjudications or which would substantially impair or
4 impede the ability of the Class Members to protect their interests. Further, the claims of the
5 individual members of the Class are not sufficiently large to warrant vigorous individual
6 prosecution considering all of the concomitant costs and expenses.

7 29. Such a pattern, practice, and uniform administration of corporate policy regarding
8 illegal employee compensation described herein is unlawful and creates an entitlement to
9 recovery by Plaintiff and the Class Members identified herein, in a civil action, for unpaid
10 wages, including interest thereon, applicable penalties, reasonable attorneys' fees, and costs of
11 suit according to the mandate of California Labor Code §§ 218.5, 226, and 1194, the applicable
12 IWC Wage Orders, and Code of Civil Procedure § 1021.5.

13 30. Proof of a common business practice or factual pattern, which the named Plaintiff
14 experienced and is representative of, will establish the right of each of the members of the the
15 Class to recovery on the causes of action alleged herein.

16 31. The Class Members are commonly entitled to a specific fund with respect to the
17 compensation illegally and unfairly retained by Defendant. The Class Members are commonly
18 entitled to restitution of those funds being improperly withheld by Defendant. This action is
19 brought for the benefit of the entire Class and will result in the creation of a common fund.

20 **FIRST CAUSE OF ACTION**

21 **VIOLATION OF LABOR CODE §§ 510 AND 1194**

22 **(BY PLAINTIFF AND THE OVERTIME SUB-CLASS AGAINST ALL DEFENDANTS)**

23 32. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
24 though fully set forth herein.

25 33. This cause of action is brought pursuant to Labor Code sections 510 and 1194,
26 which require an employer to pay employees overtime at a rate of one and one-half the
27 employee's regular rate of pay for any work in excess of eight hours in a workday or 40 hours in
28 a workweek.

1 34. Labor Code section 510 and the applicable IWC Wage Order provide that “[a]ny
2 work in excess of eight hours in one workday and any work in excess of 40 hours in any one
3 workweek and the first eight hours worked on the seventh day of work in any one workweek
4 shall be compensated at the rate of no less than one and one-half times the regular rate of pay for
5 an employee” and that “[a]ny work in excess of 12 hours in one day shall be compensated at the
6 rate of no less than twice the regular rate of pay for an employee.” Relatedly, Labor Code section
7 1194 provides that “any employee receiving less than the legal minimum wage or the legal
8 overtime compensation applicable to the employee is entitled to recover in a civil action the
9 unpaid balance of the full amount of this minimum wage or overtime compensation, including
10 interest thereon, reasonable attorney's fees, and costs of suit.”

11 35. As a pattern and practice, Defendant improperly classified Plaintiff and Overtime
12 Sub-Class Members as independent contractors and failed to pay them overtime wages. Plaintiff
13 and Overtime Sub-Class Members worked for Defendant as installers. Plaintiff and Overtime
14 Sub-Class Members did not operate independently established businesses that contracted directly
15 with Defendant’s customers. Instead, they performed work within the usual course of
16 Defendant’s business, including the assembly and/or installation of prefabricated sheds, garages,
17 and related outdoor structures at customer locations. Plaintiff and Overtime Sub-Class Members
18 performed this work pursuant to Defendant’s policies, procedures, schedules, specifications, and
19 instructions, and were subject to Defendant’s direction and control regarding the manner and
20 means by which the work was performed.. As a result of this unlawful misclassification,
21 whenever Plaintiff and Overtime Sub-Class Members worked more than 8 hours per day and/or
22 40 hours per workweek, Defendant failed to pay them overtime wages. Plaintiff and the
23 Overtime Sub-Class are therefore owed unpaid overtime wages.

24 36. Plaintiff is informed and believes and based thereon alleges that Defendant
25 willfully failed to pay Plaintiff and the Overtime Sub-Class wages due and owing to them.
26 Plaintiff is informed and believes and based thereon alleges that Defendant’s willful and
27 intentional failure to provide wages due and owing to Plaintiff and separated Overtime Sub-Class
28 Members resulted in continued payment of wages up to thirty (30) days from the time the wages

1 are due. Therefore, all member of the Overtime Sub-Class who have separated from employment
2 are entitled to compensation as per Labor Code section 203.

3 37. Such a pattern, practice and uniform administration of corporate policy regarding
4 illegal employee compensation as described herein is unlawful and creates an entitlement to
5 recovery by Plaintiff and the Overtime Sub- Class in a civil action, for the unpaid balance of the
6 full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of
7 suit according to the mandate of California Labor Code sections 201, 202, 203, 226, 510, and
8 1194.

9 **SECOND CAUSE OF ACTION**

10 **VIOLATION OF LABOR CODE § 226**

11 **(BY PLAINTIFF AND THE OVERTIME SUB-CLASS AGAINST ALL DEFENDANTS)**

12 38. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
13 though fully set forth herein.

14 39. Defendant failed in its affirmative obligation to provide accurate itemized wage
15 statements to Plaintiff and the Overtime Sub-Class.

16 40. As a pattern and practice, Defendant improperly classified Plaintiff and Overtime
17 Sub-Class Members as independent contractors and failed to pay them overtime wages.
18 Consequently, any wage statements provided to Plaintiff and Overtime Sub-Class Members were
19 inaccurate and failed to reflect all applicable hourly rates, overtime rates, gross wages earned,
20 and net wages earned. Any such wage statements also failed to accurately reflect the total hours
21 worked, deductions, and other information required by Labor Code section 226. As a result,
22 Plaintiff and Overtime Sub-Class Members were unable to promptly and easily determine from
23 the wage statements alone the accurate amount of wages earned, total hours worked, and
24 applicable rates of pay.

25 41. Such a pattern, practice and uniform administration of corporate policy as
26 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the
27 Overtime Sub-Class identified herein, in a civil action, for all damages or penalties pursuant to
28 Labor Code section 226, including interest thereon, attorneys' fees, and costs of suit according to

the mandate of California Labor Code section 226.

THIRD CAUSE OF ACTION

VIOLATION OF LABOR CODE § 2802

(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)

42. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

43. This cause of action is brought pursuant to Labor Code section 2802, which provides that employees are entitled to be indemnified for expenses and losses in discharging the duties of their employers.

44. As a pattern and practice, Defendant failed to reimburse Plaintiff and Class Members for necessary business expenses incurred in the course and scope of performing work for Defendant. Plaintiff and Class Members were required to use their personal vehicles and tools for work-related purposes, including the assembly and/or installation of Defendant's prefabricated sheds, garages, and related outdoor structures. However, Defendant failed to reimburse Plaintiff and Class Members for mileage, fuel, wear and tear on their vehicles, and the costs associated with the tools they were required to use. Because these expenses were necessarily incurred by Plaintiff and the Class in direct consequence of the discharge of their duties and for the benefit of Defendant, Defendant's failure to reimburse them for such costs violates Labor Code section 2802.

45. Such a pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of California Labor Code section 2802.

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1 **FOURTH CAUSE OF ACTION**

2 **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.***
3 **(BY PLAINTIFF, THE CLASS AND THE OVERTIME SUB-CLASS AGAINST ALL**
4 **DEFENDANTS)**

5 46. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
6 though fully set forth herein.

7 47. Defendant has engaged and continues to engage in unfair and unlawful business
8 practices in California by practicing, employing, and utilizing the employment practices outlined
9 above, including by: (a) improperly classifying installers as independent contractors, in violation
10 of Labor Code section 226.8; (b) failing to pay overtime wages, in violation of Labor Code
11 sections 510 and 1194; and (c) failing to reimburse installers for work-related expenditures, in
12 violation of Labor Code section 2802.

13 48. Defendant's utilization of such unfair and unlawful business practices constitutes
14 unfair and unlawful competition and provides an unfair advantage over Defendant's competitors.

15 49. Plaintiff seeks, individually and on behalf of other members of the Class,
16 similarly situated, full restitution of monies, as necessary and according to proof, to restore any
17 and all monies withheld, acquired and/or converted by the Defendant by means of the unfair
18 practices complained of herein.

19 50. Plaintiff is informed and believes, and based thereon alleges, that at all times
20 herein mentioned Defendant have engaged in unlawful, deceptive, and unfair business practices,
21 as proscribed by California Business & Professions Code section 17200, *et seq.*, including those
22 set forth herein above thereby depriving Plaintiff and other Class Members the minimum
23 working condition standards and conditions due to them under the California laws as specifically
24 described therein.

25 **FIFTH CAUSE OF ACTION**

26 **VIOLATIONS OF LABOR CODE §§ 2698 ET SEQ.**
27 **(BY PLAINTIFF AS A PROXY FOR THE STATE AGAINST ALL DEFENDANTS)**

28 51. The preceding paragraphs are re-alleged and incorporated by this reference.

1 52. Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code
2 §§ 2698 et seq. (“PAGA”), Plaintiff brings this cause of action as a proxy for the State of
3 California. In this capacity, Plaintiff seeks penalties for Defendants’ violations of Sections 201,
4 202, 203, 226, 226.8, 510, 1174, 1194, and 2802 committed since April 20, 2025, against all
5 aggrieved employees. As stated herein, Defendants fail to pay minimum wages for all hours
6 worked, pay all overtime wages due, timely pay wages, and furnish accurate itemized wage
7 statements. Under Section 2699(c), Plaintiff is an “aggrieved employee,” as one or more of the
8 alleged violations were committed against Plaintiff as an employee of Defendants.

9 53. As a pattern and practice, Defendant improperly classified Plaintiff and
10 Aggrieved Employees as independent contractors and failed to pay them overtime wages.
11 Plaintiff and Aggrieved Employees worked for Defendant as installers. Plaintiff and Aggrieved
12 Employees did not operate independently established businesses that contracted directly with
13 Defendant’s customers. Instead, they performed work within the usual course of Defendant’s
14 business, including the assembly and/or installation of prefabricated sheds, garages, and related
15 outdoor structures at customer locations. Plaintiff and Aggrieved Employees performed this
16 work pursuant to Defendant’s policies, procedures, schedules, specifications, and instructions,
17 and were subject to Defendant’s direction and control regarding the manner and means by which
18 the work was performed.. As a result of this unlawful misclassification, whenever Plaintiff and
19 Aggrieved Employees worked more than 8 hours per day and/or 40 hours per workweek,
20 Defendant failed to pay them overtime wages. Plaintiff and the Aggrieved Employees are
21 therefore owed unpaid overtime wages.

22 54. Due to the non-payment of overtime wages, any wage statements provided to
23 Plaintiff and Aggrieved Employees were inaccurate and failed to reflect all applicable hourly
24 rates, overtime rates, gross wages earned, and net wages earned. Any such wage statements also
25 failed to accurately reflect the total hours worked, deductions, and other information required by
26 Labor Code section 226. As a result, Plaintiff and Aggrieved Employees were unable to
27 promptly and easily determine from the wage statements alone the accurate amount of wages
28 earned, total hours worked, and applicable rates of pay.

55. As a pattern and practice, Defendant failed to reimburse Plaintiff and Aggrieved Employees for necessary business expenses incurred in the course and scope of performing work for Defendant. Plaintiff and Aggrieved Employees were required to use their personal vehicles and tools for work-related purposes, including the assembly and/or installation of Defendant's prefabricated sheds, garages, and related outdoor structures. However, Defendant failed to reimburse Plaintiff and Aggrieved Employees for mileage, fuel, wear and tear on their vehicles, and the costs associated with the tools they were required to use. Because these expenses were necessarily incurred by Plaintiff and Aggrieved Employees in direct consequence of the discharge of their duties and for the benefit of Defendant, Defendant's failure to reimburse them for such costs violates Labor Code section 2802.

56. Defendant also violated Labor Code section 1174 by failing to accurately record the start and end times of the shifts worked by Plaintiff and Aggrieved Employees, and by failing to accurately record the start and end times of their meal periods.

57. On or about April 20, 2026, Plaintiff sent written notice to the Labor & Workforce Development Agency (“LWDA”) of specific facts and theories for Defendant’s above violations. Plaintiff simultaneously sent written notice to Defendant via certified mail. As of the date of the filing of this Complaint, the LWDA has neither responded nor indicated that it intends to investigate the allegations in the written notice.

58. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiff on behalf of the State of California, in a civil action, for penalties pursuant to the PAGA for violations of Labor Code §§ 201, 202, 203, 226, 226.8, 510, 1174, 1194, and 2802, including interest thereon, attorneys' fees, and costs of suit according to the mandate of PAGA for Defendant's violations of Labor Code §§ 201, 202, 203, 226, 226.8, 510, 1174, 1194, and 2802.

PRAYER FOR RELIEF

1. WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

2. For an order certifying the proposed Classes;

1 3. For an order appointing Plaintiff as the representative of the Class as described
2 herein;

3 4. For an order appointing counsel for Plaintiff as class counsel;

4 5. Upon the First Cause of Action, for damages and/or penalties pursuant to statute
5 as set forth in Labor Code sections 201, 202, 203, 510, 558, and 1194, and for costs and
6 attorneys' fees;

7 6. Upon the Second Cause of Action, for damages and/or penalties pursuant to
8 California Labor Code section 226, and for costs and attorneys' fees;

9 7. Upon the Third Cause of Action, for damages pursuant to California Labor Code
10 section 2802, and for costs and attorneys' fees;

11 8. Upon the Fourth Cause of Action, for restitution to Plaintiff and other similarly
12 affected members of the general public of all funds unlawfully acquired by Defendants by means
13 of any acts or practices declared by this Court to be in violation of Business & Professions Code
14 section 17200, *et seq.*, for the time periods described above;

15 9. Upon the Fifth Cause of Action for civil penalties pursuant to sections 201, 202,
16 203, 226, 226.8, 510, 1174, 1194, 2802, and 2698, *et seq.* and for costs and attorneys' fees;

17 10. On all causes of action for attorneys' fees and costs as provided by California
18 Labor Code sections 218.5, 226, 226.8, and 1194, and Code of Civil Procedure section 1021.5;
19 and

20 11. For such other and further relief as the Court may deem just and proper.

21
22 DATED: August 31, 2026

DIVERSITY LAW GROUP, P.C.
POLARIS LAW GROUP

23
24 By: _____

Larry W. Lee
Kristen M. Agnew
William L. Marder
Kym Kanenaka

Attorneys for Plaintiff and the Class
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PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On August 31, 2026, I served the following document(s) described as: **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR DAMAGES** on the interested parties in this action as follows:

Larry M. Kanzanjian Ryan Parsons Palmer Kanzanjian Wohl Hodson LLP 2277 Fair Oaks Boulevard, Suite 455 Sacramento, California 95825	<i>Attorneys for Defendant Tuff Shed, Inc.</i> lkazanjian@pkwhlaw.com rparsons@pkwhlaw.com Charlene Keegan ckeegan@pkwhlaw.com
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 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the Odyssey eFileCA E-Filing System at the website www.california.tylerhost.net, addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on August 31, 2026, at Los Angeles, California.



Erika Mejia