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8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF ORANGE**

11 JANICE MARIE WILLIAMS, solely in her
12 representative capacity under the Private
Attorneys General Act of 2004 ("PAGA"),

13 Plaintiff,

14 vs.
15

16 PACIFIC TRANSFORMER CORPORATION, a
17 California corporation; and DOES 1 through 10,
inclusive,

18 Defendants
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Case No.: 30-2026-01572121-CU-OE-CXC

Assigned for All Purposed to:
Hon. David A. Hoffer, Dept. CX103

**FIRST AMENDED PAGA
REPRESENTATIVE ACTION
COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab. Code §§ 2699, et seq.].



1 Plaintiff Janice Marie Williams (“Plaintiff”), based upon facts that either have
2 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
3 further investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff, solely in her representative capacity under the California Labor Code
6 Private Attorneys General Act of 2004 (“PAGA”), brings this action against Defendant Pacific
7 Transformer Corporation, and Does 1 through 10 (collectively referred to as “Defendants”) for
8 civil penalties under the Private Attorneys General Act of 2004, California Labor Code §§ 2698,
9 *et seq.* violations and unfair business practices stemming from Defendants’ failure to pay
10 minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to
11 authorize and permit rest periods, failure to maintain accurate records of hours worked and meal
12 periods, failure to timely pay all wages to terminated employees, failure to indemnify necessary
13 business expenses, and failure to furnish accurate wage statements.

14 2. All past and present non-exempt, hourly paid employees of Defendants in
15 California during the applicable statute of limitations period who are or were harmed by
16 Defendants’ illegal practices are “Aggrieved Employees.”

17 3. Plaintiff brings this action against Defendants seeking only to recover penalties on
18 behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the State of
19 California. Plaintiff does not seek to recover anything other than penalties as permitted by
20 California Labor Code Section 2698 at this time. To the extent that statutory violations are
21 mentioned for wage violations, Plaintiff does not seek underlying general and/or special
22 damages for those violations, but simply penalties as permitted by California Labor Code
23 Section 2698, declaratory relief, and injunctive relief for all aggrieved employees as permitted
24 by the PAGA.

25 4. Defendants own/owned and operate/operated an industry, business, and
26 establishment within the State of California, including Orange County. As such, and based upon
27 all the facts and circumstances incident to Defendants’ business in California, Defendants are
28



1 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
2 (“IWC”), and the California Business & Professions Code.

3 5. Despite these requirements, throughout the statutory period Defendants
4 maintained a systematic, company-wide policy and practice of:

- 5 (a) Failing to pay employees for all hours worked, including all minimum
6 wages, and overtime wages in compliance with the California Labor Code
7 and IWC Wage Orders;
- 8 (b) Failing to provide employees with timely and duty-free meal periods in
9 compliance with the California Labor Code and IWC Wage Orders, failing
10 to maintain accurate records of all meal periods taken or missed, and
11 failing to pay an additional hour’s pay at the regular rate of pay for each
12 workday a meal period violation occurred;
- 13 (c) Failing to authorize and permit employees to take timely and duty-free rest
14 periods in compliance with the California Labor Code and IWC Wage
15 Orders, and failing to pay an additional hour’s pay at the employee’s
16 regular rate of pay for each workday a rest period violation occurred;
- 17 (d) Failing to indemnify employees for necessary business expenses incurred;
- 18 (e) Willfully failing to pay employees all minimum wages, overtime wages,
19 meal period premium wages, and rest period premium wages due within
20 the time period specified by California law when employment terminates;
- 21 (f) Failing to maintain accurate records of the hours that employees worked;
22 and
- 23 (g) Failing to provide employees with accurate, itemized wage statements
24 containing all the information required by the California Labor Code and
25 IWC Wage Orders.

26 6. On information and belief, Defendants were on actual and constructive notice of
27 the improprieties alleged herein and intentionally refused to rectify their unlawful policies.
28

Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are 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 the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior".

THE PARTIES

Plaintiff

8. Plaintiff is a California resident that worked for Defendants in the County of Orange, State of California, as an hourly, non-exempt Accounts Payable Clerk from approximately December 2022 to approximately May 2025.

Defendants

9. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant Pacific Transformer Corporation is:

- (a) A California corporation with its principal place of business in Anaheim, California;
- (b) A business entity conducting business in numerous counties throughout the State of California, including in Orange; and
- (c) The former employer of Plaintiff, and the current and/or former employer of the Aggrieved Employees. Defendant suffered and permitted Plaintiff and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

10. Plaintiff does not currently know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will

1 amend this complaint to set forth the true names and capacities of these Defendants when they
2 have been ascertained, together with appropriate charging allegations, as may be necessary.

3 11. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
4 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
5 and/or injured a significant number of the Plaintiff and the Aggrieved Employees in the State of
6 California.

7 12. Plaintiff is informed and believes and thereon alleges that at all relevant times
8 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff
9 and the other employees described in the Aggrieved Employees definitions below, and exercised
10 control over their wages, hours, and working conditions. Plaintiff is informed and believes and
11 thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint
12 venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation,
13 successor in interest and/or predecessor in interest of some or all of the other Defendants, and
14 was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore
15 such other relationships to some or all of the other Defendants so as to be liable for their conduct
16 with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges
17 that each Defendant acted pursuant to and within the scope of the relationships alleged above,
18 that each Defendant knew or should have known about, and authorized, ratified, adopted,
19 approved, controlled, aided and abetted the conduct of all other Defendants.

20 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

21 13. Plaintiff is a California resident who worked for Defendants in the County of
22 Orange, State of California, as a Accounts Payable Clerk during the statutory period. Plaintiff
23 was typically scheduled to work 5 days in a workweek, and typically in excess of 8 hours in a
24 single workday.

25 14. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
26 worked (including minimum wages and overtime wages), failed to provide Plaintiff with
27 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
28 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all



1 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to
2 furnish accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience
3 working for Defendants was typical and illustrative.

4 15. Throughout the statutory period, Plaintiff and the Aggrieved Employees worked
5 more than 8 hours in a workday and more than 40 hours in a workweek. Defendants maintained
6 a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked,
7 including all overtime wages. In those instances where Plaintiff and the Aggrieved Employees
8 earned non-discretionary bonuses and other remuneration, Defendants failed to incorporate all
9 remuneration when calculating the correct overtime rate of pay, meal break premium rate of pay,
10 rest break premium rate of pay, and sick day rate of pay. Defendants also regularly used a
11 system of time rounding in a manner that resulted, over a period of time, in failing to
12 compensate Plaintiff and the Aggrieved Employees properly for all the time they have actually
13 worked, even though the realities of Defendants' operations are such that it is possible, practical,
14 and feasible to count and pay for work time to the minute. Also throughout the statutory period,
15 Plaintiff and the Aggrieved Employees were required to work "off-the-clock" and
16 uncompensated. Defendants only recorded Plaintiff and Aggrieved Employees' scheduled hours
17 rather than actual time worked, despite Plaintiff and the Aggrieved Employees working before
18 and after scheduled hours and during meal periods. Despite being required to perform these
19 work tasks, Plaintiff and the Aggrieved Employees were not compensated for this time worked.
20 In maintaining a practice of not paying all wages owed, Defendants failed to maintain accurate
21 records of the hours Plaintiff and the Aggrieved Employees worked.

22 16. Throughout the statutory period, Defendants have wrongfully failed to provide
23 Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendants often
24 required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a
25 day without providing 30-minute, continuous and uninterrupted, duty-free meal period for every
26 five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal
27 periods that were not provided by the end of the fifth hour of work or tenth hour of work.
28 Defendants also did not adequately inform Plaintiff and the Aggrieved Employees of their right



1 to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by
2 the end of the tenth hour of work. Plaintiff and the Aggrieved Employees were often required to
3 work during their meal periods, leading to the failure to provide uninterrupted meal periods. For
4 example, Plaintiff and the Aggrieved Employees were required to prioritize urgent work tasks
5 before starting their meal periods or during their meal periods, resulting in late, shortened, or
6 interrupted meal periods. These requirements also meant Plaintiff and the Aggrieved Employees
7 were not relieved of all duty during their meal periods. For example, Plaintiff and the Aggrieved
8 Employees were required to respond to work requests from supervisors while clocked out during
9 purported meal periods. As a result, Plaintiff and the Aggrieved Employees were not provided
10 with uninterrupted and complete meal periods. Accordingly, Defendants' policy and practice
11 was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with
12 California law.

13 17. Throughout the statutory period, Defendants have wrongfully failed to authorize
14 and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods.
15 Defendants often required Plaintiff and the Aggrieved Employees to work in excess of four
16 consecutive hours a day without Defendants authorizing and permitting them to take a net 10-
17 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction
18 thereof), or without compensating Plaintiff and the Aggrieved Employees for rest periods that
19 were not authorized or permitted. Defendants also did not adequately inform Plaintiff and the
20 Aggrieved Employees of their right to take a rest period. Moreover, Defendants did not have
21 adequate policies or practices permitting or authorizing rest periods for Plaintiff and the
22 Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the
23 timing of rest periods. Defendants also did not have adequate policies or practices to verify
24 whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further,
25 Defendants did not maintain accurate records of employee work periods, and therefore
26 Defendants cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods
27 during the middle of each work period. For example, Plaintiff and the Aggrieved Employees
28 were required to respond to work requests from supervisors while on their purported rest



1 periods. As a result, Plaintiff and the Aggrieved Employees were rarely provided with compliant
2 rest periods and were regularly required to work through their rest periods. Accordingly,
3 Defendants' policy and practice was to not authorize and permit Plaintiff and the Aggrieved
4 Employees to take rest periods in compliance with California law.

5 18. Throughout the statutory period, Defendants wrongfully required Plaintiff and the
6 Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for
7 Defendants without reimbursement. For example, Plaintiff and the Aggrieved Employees were
8 required to use their personal cell phones for work purposes such as communicating with co-
9 workers and supervisors regarding work-related issues. Plaintiff and the Aggrieved Employees
10 were not adequately compensated for these work-related expenses.

11 19. Throughout the statutory period, Defendants willfully failed and refused to timely
12 pay Plaintiff and the Aggrieved Employees at the conclusion of their employment all wages for
13 all minimum wages, overtime wages, meal period premium wages, and rest period premium
14 wages. Further, Defendants did not pay Plaintiff and the Aggrieved Employees their final
15 paychecks immediately upon termination.

16 20. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
17 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly
18 rates, and all gross and net wages earned (including correct hours worked, correct wages earned
19 for hours worked, correct overtime hours worked, correct wages for meal periods that were not
20 provided in accordance with California law, correct wages for rest periods that were not
21 authorized and permitted to take in accordance with California law, and Defendant's address).
22 As a result of these violations of California Labor Code § 226(a), the Plaintiff and the Aggrieved
23 Employees suffered injury because, among other things:

- 24 (a) the violations led them to believe that they were not entitled to be paid
25 minimum wages, overtime wages, meal period premium wages, and rest
26 period premium wages to which they were entitled, even though they were
27 entitled;
28

- 1 (b) the violations led them to believe that they had been paid the minimum,
2 overtime, meal period premium, and rest period premium wages, even
3 though they had not been;
- 4 (c) the violations led them to believe they were not entitled to be paid
5 minimum, overtime, meal period premium, and rest period premium wages
6 at the correct California rate even though they were;
- 7 (d) the violations led them to believe they had been paid minimum, overtime,
8 meal period premium, and rest period premium wages at the correct
9 California rate even though they had not been;
- 10 (e) the violations hindered them from determining the amounts of minimum,
11 overtime, meal period premium, and rest period premium owed to them;
- 12 (f) in connection with their employment before and during this action, and in
13 connection with prosecuting this action, the violations caused them to have
14 to perform mathematical computations to determine the amounts of wages
15 owed to them, computations they would not have to make if the wage
16 statements contained the required accurate information;
- 17 (g) by understating the wages truly due them, the violations caused them to
18 lose entitlement and/or accrual of the full amount of Social Security,
19 disability, unemployment, and other governmental benefits;
- 20 (h) the wage statements inaccurately understated the wages, hours, and wages
21 rates to which Plaintiff and the Aggrieved Employees were entitled, and
22 Plaintiff and the Aggrieved Employees were paid less than the wages and
23 wage rates to which they were entitled.

24 Thus, Plaintiff and the Aggrieved Employees are owed the amounts provided for in California
25 Labor Code § 226(e), including actual damages.

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FIRST CAUSE OF ACTION

(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, et seq.)

21. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 20 in this Complaint.

22. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

23. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be covered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.”

24. Plaintiff has exhausted her administrative remedies pursuant to California Labor Code § 2699.3. On May 21, 2026, Plaintiff gave written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff and current and former aggrieved employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee. Plaintiff’s PAGA case number is LWDA-CM-1178955-26.

25. The statute of limitations is tolled while a plaintiff exhausts his/her administrative remedies with California’s Labor and Workforce Development Agency (LWDA) prior to suit, which is required by the statute. (See Cal. Lab. Code § 2699.3(d).)

26. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for violations of the



1 Labor Code described in this Complaint. These penalties include, but are not limited to,
2 penalties under California Labor Code §§ 210, 226.3, 1197.1, and 2699(f)(2).

3 27. In addition, Plaintiff seeks penalties for Defendants' violation of California Labor
4 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
5 employing labor who willfully fails to maintain accurate and complete records required by
6 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
7 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee
8 begins and ends each work period. Meal periods, and total hours worked daily shall also be
9 recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
10 keep total hours worked in the payroll period and applicable rates of pay.

11 28. During the time period of employment for Plaintiff and the Aggrieved Employees,
12 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
13 maintain accurate records showing meal periods, and accurate records showing when employees
14 begin and end each work period. Defendants' failure to provide and maintain records required
15 by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the
16 ability to know, understand and question the accuracy and frequency of meal periods, and the
17 accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the
18 Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which
19 resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and
20 the Aggrieved Employees have suffered and continue to suffer substantial losses related to the
21 use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees
22 in seeking to compel Defendants to fully perform its obligation under state law, all to their
23 respective damage in amounts according to proof at trial. Because of Defendants' knowing
24 failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and
25 Aggrieved Employees have also suffered an injury in that they were prevented from knowing,
26 understanding, and disputing the wage payments paid to them.

27 29. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
28 of civil penalties on behalf of the State of California, and similarly Aggrieved Employees of



Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

30. In addition, Plaintiff seeks an award of reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorneys' fees and costs."

PRAYER FOR RELIEF

Plaintiff, on behalf of all similarly Aggrieved Employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, failure to indemnify necessary business expenses, failing to furnish accurate wage statements, and failing to maintain accurate records of all hours worked and meal periods;

2. An award of civil penalties on behalf of all similarly aggrieved employees pursuant to PAGA;

3. Pre-judgment and post-judgment interest at the maximum rate allowed;

4. Attorneys' fees and costs reasonably incurred;

5. Injunctive and declaratory relief to the extent allowed by PAGA; and

6. Such other and further relief that the Court deems proper.

Dated: September 29, 2026

Respectfully submitted,

THE SENTINEL FIRM, APC

By: 

Seung L. Yang
Tiffany Hyun
W. Christina Chang
Attorneys for Plaintiff

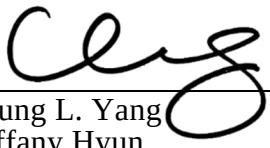
DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: September 29, 2026

THE SENTINEL FIRM, APC

By: _____


Seung L. Yang
Tiffany Hyun
W. Christina Chang
Attorneys for Plaintiff



