

Carolyn H. Cottrell (SBN 166977)
Esther L. Bylsma (SBN 264208)
Sandra Acosta Tello (SBN 315616)
Helen M. You (SBN 329057)

**SCHNEIDER WALLACE
COTTRELL KIM LLP**

2000 Powell Street, Suite 1400
Emeryville, California 94608
Telephone: (415) 421-7100
Facsimile: (415) 421-7105
ccottrell@schneiderwallace.com
ebylsma@schneiderwallace.com
sacostatello@schneiderwallace.com
hyou@schneiderwallace.com

SUMMONS ISSUED

Per local Rule, This case is assigned to
Judge Reyes, Benjamin T, II, for all purposes.

*Attorneys for Plaintiff, on behalf of the State of
California and Aggrieved Employees*

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA**

JOSESITO CRONK, on behalf of himself
and the putative Class Members,

Plaintiff,

vs.

FAST WATER HEATER PARTNERS I LP
D/B/A FAST WATER HEATER COMPANY
and DOES 1 through 100, inclusive,

Defendant(s).

Case No. C26-02395

**COMPLAINT FOR PENALTIES
PURSUANT TO SECTIONS 2699(a) AND (f)
OF THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

1 Plaintiff Josesito Cronk (“Plaintiff”) on behalf of the State of California and Aggrieved
2 Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action against Defendant Fast Water Heater Partners
5 I LP d/b/a Fast Water Heater Company (“Fast Water” and/or “Defendant”) on behalf of the State of
6 California to collect penalties as a result of Defendant’s systematic violations of California labor law
7 with respect to Defendant’s non-exempt hourly workers in the State of California (the “Aggrieved
8 Employees”).

9 2. Plaintiff and Aggrieved Employees are current and former workers employed by
10 Defendant in California.

11 3. Plaintiff challenges Defendant’s policies and practices of: (1) failing to pay Plaintiff
12 and Aggrieved Employees for all hours worked; (2) failing to pay Plaintiff and Aggrieved Employees
13 overtime wages; (3) failing to provide or make available to Plaintiff and Aggrieved Employees the
14 meal periods to which they are entitled by law, and failing to pay premium compensation payment
15 for non-compliant meal breaks; (4) failing to authorize and permit rest periods, and failing to pay
16 premium compensation payment for non-compliant rest periods; (5) failing to provide Plaintiff and
17 Aggrieved Employees with accurate, itemized wage statements; and (6) failing to pay Plaintiff and
18 Aggrieved Employees all wages owed upon separation from employment.

19 4. Plaintiff, on behalf of the State of California, seeks to recover penalties, injunctive
20 relief, and reasonable attorneys’ fees for these violations pursuant to Sections 2699(a) and (f) of the
21 California Labor Code Private Attorneys General Act (“PAGA”).

22 **PARTIES**

23 5. Plaintiff and Aggrieved Employees are all current and former non-exempt hourly
24 employees of Defendant in the State of California.

25 6. Plaintiff is an individual over the age of eighteen and, at all times relevant to this
26 Complaint, was a resident of the State of California.

27 7. Plaintiff worked for Defendant as a Lead Tech in Richmond, California from
28 approximately April 2020 to December 29, 2025.

8. Plaintiff is informed, believes, and thereon alleges that Defendant Fast Water Heater Partners I, LP is a Delaware limited partnership with its principal place of business located in Kirkland, Washington. Fast Water is registered to do business in the State of California and does business in the State of California. Fast Water may be served with process by serving its registered agent, Rene Anies, 1861 Arnold Industrial Way, Concord, California, 94520.

9. Plaintiff is informed, believes, and thereon alleges that Defendant employs and/or employed Plaintiff and Aggrieved Employees because Defendant, directly or indirectly, controls the employment terms, including pay practices of Plaintiff and Aggrieved Employees.

10. Plaintiff is informed, believes, and thereon alleges that each and every one of the acts and omissions alleged herein were performed by, and/or attributable to, Defendant, acting through its agents and/or employees, and that said acts and failures to act were within the course and scope of said agency, employment, and/or direction and control.

11. Plaintiff is informed, believes, and thereon alleges, that Defendant, in some manner, intentionally, negligently, or otherwise is responsible for the acts, omissions, occurrences, and transactions alleged herein.

12. At all material times, Defendant has done business under the laws of California, have places of business in California, including in the jurisdiction of this court, and have employed Aggrieved Employees in this County and elsewhere in California. Defendant is a “person” as defined in Cal. Lab. Code § 18 and “employer” as that term is used in the California Labor Code, the IWC Wage Orders regulating wages, hours, and working conditions, and the Cal. Bus. & Prof. Code § 17201.

JURISDICTION AND VENUE

13. Venue is proper in this County pursuant to Cal. Code Civ. Proc. § 393 and/or § 395.5. Defendant conducts business and employs Plaintiff and Aggrieved Employees in the County, and as a result, the causes of action asserted arose in whole or in part in the County.

14. This Court has jurisdiction over Plaintiff's claims pursuant to the Cal. Lab. Code and the applicable IWC Wage Orders. The Court also has jurisdiction over Defendant because they are

corporations authorized to do business in the State of California, and because, in fact, do business and employ workers in the State of California.

FACTUAL ALLEGATIONS

15. Upon information and belief, Defendant maintains, repairs, and installs water heaters for clients across California.

16. Plaintiff Josesito Cronk worked for Defendant as a Lead Tech from approximately April 2020 to December 29, 2025. Plaintiff worked for Defendant in Richmond, California.

17. Plaintiff's primary job duties included traveling to clients across California to diagnose and install water heater systems, ensuring quality and safety compliance, and managing customer service and job completion.

18. Plaintiff is informed, believes, and thereon alleges that Defendant employs and has employed hundreds of hourly, non-exempt workers in California.

19. Plaintiff's weekly hours vary, but on average, Plaintiff works approximately 55 to 60 hours per week, or more. Plaintiff and Aggrieved Employees are scheduled to work 12-hours shifts, six days a week.

20. Aggrieved Employees perform their jobs under Defendant's supervision using materials and technology approved and supplied by Defendant.

21. Aggrieved Employees are required to follow and abide by Defendant's common work, time, and pay policies and procedures in the performance of their jobs.

22. At the end of each pay period, Aggrieved Employees receive wages from Defendant that are determined by common systems and methods that Defendant selects and controls.

23. Plaintiff is informed, believes, and thereon alleges that Defendant's policies and practices at all relevant times have been similar for Plaintiff and Aggrieved Employees, regardless of location in California. Upon information and belief, Aggrieved Employees also worked more than eight (8) hours per day and/or more than forty (40) hours in at least one workweek during the one year before this Complaint was filed.

24. Defendant pays Aggrieved Employees, including Plaintiff, on an hourly rate basis. Plaintiff is compensated at an hourly rate of \$22.00 plus bonuses based on performance. Plaintiff and

1 Aggrieved Employees earn additional compensation based on installations performed, flat labor rate
2 items completed, sales invoices generated, and a technician multiplier. These bonuses are non-
3 discretionary and calculated according to a predetermined formula. However, Defendant labels them
4 as discretionary in an attempt to avoid its obligation to account for them when calculating Plaintiff
5 and Aggrieved Employees' regular rates of pay.

6 25. Defendant also denies Plaintiff and Aggrieved Employees proper compensation for all
7 hours worked, including minimum wage and overtime wages. Defendant automatically deducts 30
8 minutes of pay daily from Plaintiff and Aggrieved Employees' pay to account for meal periods.
9 However, Defendant does not relieve Plaintiff and Aggrieved Employees from all duties during these
10 meal periods. Rather, Defendant requires Plaintiff and Aggrieved Employees to remain available and
11 respond to incoming phone calls and emails without delay during the entirety of their shifts, including
12 during clocked-out meal periods. These calls and emails come from both Defendant's managers and
13 customers with regards to installations, water/heater issues, appointment confirmation, scheduling of
14 new home installations and/or status of maintenance and repairs. This time spent working during
15 clocked-out meal periods results in uncompensated off-the-clock work.

16 26. Defendant has a policy and practice of failing to account for payments of non-
17 discretionary bonuses when calculating Plaintiff and Aggrieved Employees' regular rate of pay for
18 purpose of paying overtime and meal and rest break premiums. Indeed, Defendant implements a
19 bonus plan under which Plaintiff and Aggrieved Employees earn additional compensation based on
20 installations performed, flat labor rate items completed, sales invoices generated, and a technician
21 multiplier. These bonuses are non-discretionary because they are earned once the criteria is met, and
22 calculated according to a predetermined formula. However, Defendant labels them as discretionary
23 in an attempt to avoid its obligation to account for them when calculating Plaintiff and Aggrieved
24 Employees' regular rates of pay. As a result, Defendant unlawfully underpays overtime wages and
25 fails to pay compliant meal and rest break premiums at the requisite rate. This practice violates
26 California Labor Code sections 510, 226.7, 1194, and the applicable Wage Orders, and has resulted
27 in systemic underpayment of wages to Plaintiff and Aggrieved Employees.

28 27. As a result of these policies and/or practices, Plaintiff and Aggrieved Employees are

1 not paid for all hours worked and they do not receive straight time or overtime compensation for
2 overtime hours in violation of Cal. Lab. Code section 1194 and Wage Order 4.

3 28. For each day Plaintiff and Aggrieved Employees work shifts over ten hours, Defendant
4 regularly denies and fails to provide Plaintiff and Aggrieved Employees with compliant
5 uninterrupted, off-duty, 30-minute meal periods before the fifth hour of work and second 30-minute
6 uninterrupted meal periods before the end of the tenth hour of work. Defendant's policies, practices,
7 and procedures prevent Aggrieved Employees from taking compliant meal periods at any time.
8 Whenever Plaintiff and Aggrieved Employees are entitled to a meal period, Defendant requires
9 Plaintiff and Aggrieved Employees to work the entirety of their shift without a meal period. Instead,
10 Defendant requires Plaintiff and Aggrieved Employees to continue working during their meal periods.
11 Plaintiff and Aggrieved Employees are instructed to remain on-call and readily available throughout
12 their entire shifts, including during their meal periods, so there is no delay with responding to phone
13 calls and emails from their managers and customers.

14 29. Additionally, Defendant does not give Plaintiff and Aggrieved Employees the option
15 and/or opportunity to take a second meal period on days where they work over ten (10) hours.

16 30. Defendant fails to pay Plaintiff and Aggrieved Employees meal period premiums at
17 the correct regular rate to which they are entitled for these non-compliant meal breaks.

18 31. Defendant also fails to authorize or permit off duty, paid rest periods of at least ten
19 (10) minutes of rest time for every four (4) hours of work. Defendant's strict time windows and work
20 expectations do not permit Plaintiff and Aggrieved Employees an opportunity to rest while off-duty,
21 for ten (10) minutes during each 4-hour work period or major fraction thereof. Plaintiff and Aggrieved
22 Employees are not provided with compliant 10-minute rest breaks as they are required to remain
23 available and respond to incoming calls from Defendant's managers and clients regarding
24 installations, water/heater issues, appointment confirmation, scheduling of new home installations
25 and/or status of maintenance and repairs.

26 32. Defendant fails to pay Plaintiff and Aggrieved Employees rest period premiums to
27 which they are entitled for these missed, late, and otherwise non-compliant rest breaks.

28 33. Plaintiff is informed, believes, and thereon alleges that Defendant utilizes and applies

1 these meal and rest break policies and practices across all of Defendant's worksites and operations
2 throughout California.

3 34. Defendant's failure to pay for all hours worked, including overtime wages, and failure
4 to provide compliant meal and rest breaks also result in a failure to provide Aggrieved Employees,
5 including Plaintiff, accurate itemized wage statements as required by California law. The wage
6 statements Defendant provides are not accurate because they do not reflect payment for all hours
7 worked, overtime wages, and premium pay for non-compliant meal breaks and rest breaks paid and/or
8 owed to Plaintiff and Aggrieved Employees.

9 35. Defendant does not provide Plaintiff and Aggrieved Employees who are former
10 employees of Defendant with full payment of all wages owed upon separation from employment.
11 Defendant fails to provide Plaintiff and Aggrieved Employees with all earned wages, including earned
12 wages from off-the-clock work, overtime wages, and premium wages for missed or noncompliant
13 meal and rest periods, within the required time period. As a result, and pursuant to the California
14 Labor Code, Defendant is subject to waiting time penalties.

15 36. Plaintiff is informed, believes, and thereon allege that Defendant knew or should have
16 known that Plaintiff and Aggrieved Employees regularly do not receive timely and compliant meal
17 and rest breaks, premium pay for overtime and missed or non-compliant breaks, payment for all hours
18 worked, or accurate wage statements, and that Defendant does not timely pay all final wages. Thus,
19 Defendant's denial of wages, compliant meal and rest periods and related premium pay, failure to
20 provide complete and accurate wage statements, and failure to timely pay all final wages is and/or
21 was deliberate and willful.

22 37. Plaintiff is informed, believes, and thereon alleges that Defendant's unlawful conduct
23 has been widespread, repeated, and consistent as to Aggrieved Employees and throughout
24 Defendant's operations in the State of California. All violations alleged herein are continuing and
25 ongoing.

26 //

27 //

FIRST CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(f)

Failure to Pay All Hours Worked

(On Behalf of the State of California and Aggrieved Employees)

38. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

39. Cal. Lab. Code § 2699(f) provides:
For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

40. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or method of calculation.”

41. Under Cal. Lab. Code §§ 1194, and 1197, employers are required to pay employees at least the minimum straight-time hourly wage for all hours worked, including but not limited to, time spent performing pre-shift duties, post-shift duties, time spent working during unpaid meal and/or rest periods, and any other hours employees required or permitted employees to work.

42. Cal. Lab. Code § 1194 entitles employees to recover unpaid straight time wages for work performed that goes unpaid.

43. Cal. Lab. Code § 1197 prohibits employers from paying wages below the applicable minimum wage for all hours worked.

44. During the relevant time period, Defendant maintained policies and practices that results in Plaintiff and Aggrieved Employees not being paid for all hours worked.

45. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in which Plaintiff and an Aggrieved Employee were aggrieved, in the amounts established by those sections, including but not limited to penalties under Cal. Lab. Code § 210. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal.

1 Lab. Code provisions including, but not limited to, Cal. Lab. Code §§ 1194, 1197, 1197.1, and
2 IWC Wage Order 4-2001, and any other violation alleged herein which does not carry penalties under
3 Cal. Lab. Code § 2699(a), for Defendant's failure to pay straight time wages.

4 46. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on May 8, 2026, Plaintiff provided
5 the Labor and Workforce Development Agency ("LWDA") with notice of his intention to file this
6 claim. On this same date, Plaintiff mailed Defendant a copy of such notice via certified mail. At least
7 sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the
8 administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code §
9 2699.3(a).

10 47. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
11 Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

12 48. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
13 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees
14 and costs as set forth below.

15 49. Wherefore, Plaintiff requests relief as hereinafter provided.

16 **SECOND CAUSE OF ACTION**

17 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

18 **Failure to Pay Overtime Premiums**

19 **(On Behalf of the State of California and Aggrieved Employees)**

20 50. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
21 herein.

22 51. Cal. Lab. Code § 2699(f) provides:

23 For all provisions of this code except those for which a civil penalty is specifically
24 provided, there is established a civil penalty for a violation of these provisions, as
25 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
26 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
27 employee per pay period for the initial violation and two hundred dollars (\$200) for
28 each aggrieved employee per pay period for each subsequent violation.

52. Cal. Lab. Code § 510 provides, in relevant part:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
one workday and any work in excess of 40 hours in any one workweek and the first

1 eight hours worked on the seventh day of work in any one workweek shall be
2 compensated at the rate of no less than one and one-half times the regular rate of pay
3 for an employee. Any work in excess of 12 hours in one day shall be compensated at
4 the rate of no less than twice the regular rate of pay for an employee. In addition, any
5 work in excess of eight hours on any seventh day of a workweek shall be compensated
6 at the rate of no less than twice the regular rate of pay of an employee. Nothing in this
7 section requires an employer to combine more than one rate of overtime compensation
8 in order to calculate the amount to be paid to an employee for any hour of overtime
9 work.

6 53. Cal. Lab. Code § 1194 provides, in relevant part:

7 Notwithstanding any agreement to work for a lesser wage, any employee receiving
8 less than the legal minimum wage or the legal overtime compensation applicable to
9 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.

10 54. Plaintiff and Aggrieved Employees work overtime hours for Defendant without being
11 paid all wages and overtime premiums, or when paid overtime premiums not being paid at the
12 appropriate rate in violation of the Cal. Lab. Code, the applicable IWC Wage Orders, and other
13 applicable law. Defendant does not pay Plaintiff and Aggrieved Employees overtime wages for time
14 spent working off-the-clock. Additionally, Defendant fails to factor non-discretionary payments into
15 Aggrieved Employees' regular rate of pay for overtime wages.

16 55. To the extent that any violation alleged herein does not carry penalties under Cal. Lab.
17 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay
18 period in which Plaintiff and an Aggrieved Employees were aggrieved, in the amounts established by
19 Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff
20 and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to,
21 Cal. Lab. Code §§ 510 1194, 1198, IWC Wage Order 4-2001, and any other violation alleged herein
22 which does not carry penalties under Cal. Lab. Code § 2699(a).

23 56. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on May 8, 2026, Plaintiff provided
24 the Labor and Workforce Development Agency ("LWDA") with notice of his intention to file this
25 claim. On this same date, Plaintiff mailed Defendant a copy of such notice via certified mail. At least
26 sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the
27 administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code §
28 2699.3(a).

57. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

58. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

59. Wherefore, Plaintiff requests relief as hereinafter provided.

THIRD CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(f)

Failure to Provide Meal Periods

(On Behalf of the State of California and Aggrieved Employees)

60. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

61. Cal. Lab. Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

62. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or method of calculation.”

63. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 require Defendants to authorize, permit, and/or make available timely and compliant meal periods to their employees. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 prohibit employers from employing an employee for more than five (5) hours without a meal period of not less than thirty (30) minutes, and from employing an employee more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes.

64. Despite these requirements, Defendant knowingly and willfully refuses to perform their obligation to provide or make available to Plaintiff and Aggrieved Employees the ability to take

the off-duty meal periods to which they are entitled.

65. To the extent that any violation alleged herein does not carry penalties under Cal. Lab. Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in which Plaintiff and Aggrieved Employees were aggrieved, in the amounts established by Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code §§ 226.7, 512, 1198, IWC Wage Order 4-2001, and any other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a).

66. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on May 8, 2026, Plaintiff provided the LWDA with notice of his intention to file this claim. On this same date, Plaintiff mailed Defendant a copy of such notice via certified mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

67. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

68. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

69. Wherefore, Plaintiff requests relief as hereinafter provided.

FOURTH CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(f)

Failure to Provide Rest Periods

(On Behalf of the State of California and Aggrieved Employees)

70. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

71. Cal. Lab. Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more

1 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
2 employee per pay period for the initial violation and two hundred dollars (\$200) for
each aggrieved employee per pay period for each subsequent violation.

3 72. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees
4 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
5 commission basis or method of calculation.”

6 73. Cal. Lab. Code §§ 226.7 and the applicable Wage Order require employers to authorize
7 and permit non-exempt workers to take ten minutes of net rest time per four (4) hours or major fraction
8 thereof of work, and to pay non-exempt workers their full wages during those rest periods.

9 74. Under Cal. Lab. Code § 226.7(b) an employer must pay an employee denied a required
10 rest period is required to pay one hour of pay at the employee’s regular rate of compensation for each
11 workday that the rest period was not authorized and permitted and/or not made available.

12 75. Despite these requirements, Defendant knowingly and willfully refuses to perform
13 their obligation to provide or make available to Plaintiff and Aggrieved Employees the ability to take
14 the rest breaks to which they are entitled. Plaintiff and Aggrieved Employees are unable to take
15 compliant rest periods because Defendant does not allow Plaintiff and Aggrieved Employees to take
16 rest periods due to workload demands that required Plaintiff and Aggrieved Employees to continue
17 assisting Defendant’s customers and attending to Defendant’s calls. When Plaintiff attempts to take
18 a rest period, such rest periods were interrupted or cut short for him to continue assisting customers
19 and/or employees of the Defendant.

20 76. To the extent that any violation alleged herein does not carry penalties under Cal. Lab.
21 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay
22 period in which Plaintiff and Aggrieved Employees were aggrieved, in the amounts established by
23 Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff
24 and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to,
25 Cal. Lab. Code §§ 226.7, 512, 1198, IWC Wage Order 4-2001, and any other violation alleged herein
26 which does not carry penalties under Cal. Lab. Code § 2699(a).

27 77. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on May 8, 2026, Plaintiff provided
28 the LWDA with notice of his intention to file this claim. On this same date, Plaintiff mailed Defendant

1 a copy of such notice via certified mail. At least sixty-five calendar days have passed without response
2 from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in
3 compliance with Cal. Lab. Code § 2699.3(a).

4 78. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
5 Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

6 79. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
7 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees
8 and costs as set forth below.

9 80. Wherefore, Plaintiff requests relief as hereinafter provided.

10 **FIFTH CAUSE OF ACTION**

11 **Penalties Pursuant to Cal. Lab. Code § 2699(a)**

12 **Failure to Provide True and Accurate Itemized Wage Statements**

13 **(On Behalf of the State of California and Aggrieved Employees)**

14 81. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
15 herein.

16 82. Cal. Lab. Code § 2699(a) provides:

17 Notwithstanding any other provision of law, any provision of this code that provides
18 for a civil penalty to be assessed and collected by the Labor and Workforce
19 Development Agency or any of its departments, divisions, commissions, boards,
20 agencies, or employees, for a violation of this code, may, as an alternative, be
21 recovered through a civil action brought by an aggrieved employee on behalf of
22 himself or herself and to other current or former employees.

23 83. Cal. Lab. Code § 226(a) provides:

24 An employer, semimonthly or at the time of each payment of wages, shall furnish to
25 their employee, either as a detachable part of the check, draft, or voucher paying the
26 employee's wages, or separately if wages are paid by personal check or cash, an
27 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
28 worked by the employee, except as provided in subdivision (j), (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 only the last four digits of their 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, if the employer is a farm labor contractor, as
defined in subdivision (b) of Section 1682, the name and address of the legal entity
that secured the services of the employer, and (9) all applicable hourly rates in effect

1 during the pay period and the corresponding number of hours worked at each hourly
2 rate by the employee...

3 84. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

4 An employee suffering injury as a result of a knowing and intentional failure by an
5 employer to comply with subdivision (a) is entitled to recover the greater of all actual
6 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
7 one hundred dollars (\$100) per employee for each violation in a subsequent pay
8 period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is
9 entitled to an award of costs and reasonable attorney's fees.

10 85. Cal. Lab. Code § 226.3 provides:

11 Any employer who violates subdivision (a) of Section 226 shall be subject to a civil
12 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation
13 in an initial citation and one thousand dollars (\$1,000) per employee for each violation
14 in a subsequent citation, for which the employer fails to provide the employee a wage
15 deduction statement or fails to keep the records required in subdivision (a) of Section
16 226. The civil penalties provided for in this section are in addition to any other penalty
17 provided by law.

18 86. Cal. Lab. Code § 226 also requires employers to keep records required to be
19 maintained under § 226(a) for at least three (3) years.

20 87. Cal. Lab. Code § 1174(d) provides, in relevant part:

21 [Employers shall] [k]eep, at a central location in the state or at the plants or
22 establishments at which employees are employed, payroll records showing the hours
23 worked daily by and the wages paid to, and the number of piece-rate units earned by
24 and any applicable piece rate paid to, employees employed at the respective plants or
25 establishments. These records shall be kept in accordance with rules established for
26 this purpose by the commission...

27 88. Cal. Lab. Code § 1174.5 provides, in relevant part:

28 Any person employing labor who willfully fails to maintain the records required by
subdivision (c) of Section 1174 or accurate and complete records required by
subdivision (d) of Section 1174, or to allow any member of the commission or
employees of the division to inspect records pursuant to subdivision (b) of Section
1174, shall be subject to a civil penalty of five hundred dollars (\$500).

89. IWC Wage Order 4-2001, Section 7, provides, in relevant part:

(A) Every employer shall keep accurate information with respect to each employee
including the following:

(3) ... Time records showing when the employee begins and ends each work period....

(4) Total wages paid each payroll period...

(5) Total hours worked during the payroll period and applicable rates of pay...

(B) Every employer who has control over wages, hours, or working conditions shall
semimonthly or at the time of each payment of wages furnish each employee an
itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of
the period for which the employee is paid; (3) the name of the employee or the
employee's social security number; and (4) the name of the employer, provided all
deductions made on written orders of the employee may be aggregated and shown as

1 one item. (See Labor Code Section 226.) This information shall be furnished either
2 separately or as a detachable part of the check, draft, or voucher paying the employee's
3 wages....

3 90. Defendant does not provide timely, accurate, itemized wage statements to Plaintiff and
4 Aggrieved Employees in accordance with Cal. Lab. Code § 226(a) and 1174, and the IWC Wage
5 Orders. The wage statements Defendant provides their employees, including Plaintiff and Aggrieved
6 Employees, do not accurately reflect payment for all hours worked, including minimum wage and
7 overtime wages, meal/rest period premium payments, or the correct rate of overtime.

8 91. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for each pay period in
9 which Plaintiff and an Aggrieved Employees were aggrieved, in the amounts established by those
10 sections, including but not limited to penalties under Cal. Lab. Code §§ 226.3, 226(e)(1), and 1174.5.
11 Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for Plaintiff and Aggrieved Employees
12 for each failure by Defendant, alleged above, to provide Plaintiff and Aggrieved Employees an
13 accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a). Plaintiff also seeks
14 civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendant, alleged above, to
15 maintain records in compliance with Cal. Lab. Code §§ 226 and 1174 and IWC Wage Order 4-2001.

16 92. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on May 8, 2026, Plaintiff provided
17 the LWDA with notice of his intention to file this claim. On this same date, Plaintiff mailed Defendant
18 a copy of such notice via certified mail. At least sixty-five calendar days have passed without response
19 from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in
20 compliance with Cal. Lab. Code § 2699.3(a).

21 93. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
22 Employees, and himself as set forth in Cal. Lab. Code § 2699.

23 94. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
24 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees
25 and costs as set forth below.

26 95. Wherefore, Plaintiff requests relief as hereinafter provided.
27
28

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

2

3

4

5

7

Q

2

5

subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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 his or her 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.

103. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

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.

104. Cal. Lab. Code § 226.3 provides:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

105. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendant, alleged above, to provide Plaintiff and Aggrieved Employees with an accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a) in the amounts established by Cal. Lab. Code § 226.3. In addition, Plaintiff seeks penalties in the amount established by Cal. Lab. Code § 226(e)(1).

106. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on May 8, 2026, Plaintiff provided the LWDA with notice of his intention to file this claim. On this same date, Plaintiff mailed Defendant a copy of such notice via certified mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

107. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and himself as set forth in Cal. Lab. Code § 2699.

108. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees

1 and costs as set forth below.

2 109. Wherefore, Plaintiff requests relief as hereinafter provided.

3
4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, Plaintiff prays for relief as follows:

- 6 a. For the Court to declare, adjudge, and decree that Defendant has violated the Cal.
7 Lab. Code as alleged herein;
- 8 b. For an order awarding the State of California, Plaintiff, and Aggrieved Employees
9 civil penalties provided under the PAGA;
- 10 c. For an award of reasonable attorneys' fees as provided by the Cal. Lab. Code §
11 2699(g)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;
- 12 d. For all costs of suit; and
- 13 e. For such other and further relief as this Court deems just and proper.

14
15 Dated: July 14, 2026

Respectfully Submitted,

16
17 

18 Carolyn H. Cottrell
19 Esther L. Bylsma
20 Sandra A. Tello
21 Helen M. You
22 **SCHNEIDER WALLACE**
23 **COTTRELL KIM LLP**

24
25 *Attorneys for Plaintiff and the putative Class*

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

Dated: July 14, 2026

Cathy Attwell

Attorneys for Plaintiff and the putative Class