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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

PATRICIA PADUANI, on behalf of the State
of California and Aggrieved Employees,

Plaintiff,

vs.

MECHANICS BANK, a California banking
corporation; MECHANICS BANCORP, the
financial holding company of MECHANICS
BANK; and DOES 1 through 10, inclusive,

Defendant(s).

Case No. **26CV209711**

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

DEMAND FOR JURY TRIAL

ELECTRONICALLY FILED
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County of Alameda
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*Attorneys for Plaintiff, on behalf of the State of
California and Aggrieved Employees*

1 Plaintiff Patricia Paduani (“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 Defendants Mechanics Bank and
5 Mechanics Bancorp (collectively “Defendants”) on behalf of the State of California to collect
6 penalties as a result of Defendants’ systematic violations of California labor law with respect to
7 Defendants’ non-exempt hourly workers in the State of California (the “Aggrieved Employees”).

8 2. Plaintiff and Aggrieved Employees are current and former workers employed by
9 Defendants in California.

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

17 4. Plaintiff, on behalf of the State of California, seeks to recover penalties, injunctive
18 relief, and reasonable attorneys’ fees for these violations pursuant to Sections 2699(a) and (f) of the
19 California Labor Code Private Attorneys General Act of 2004 (“PAGA”).

20 **PARTIES**

21 5. Plaintiff and Aggrieved Employees are all current and former non-exempt hourly
22 employees of Defendants in the State of California.

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

25 7. Plaintiff has been employed by Defendants as a Floating Universal Banker since
26 approximately August 8, 2025. Plaintiff has worked for Defendants in their Albany, Berkeley,
27 Lafayette, Napa, San Francisco, San Rafael, and Sonoma Branch locations in California.

28 8. Plaintiff is informed, believes, and thereon alleges that Defendants operate banking

1 locations throughout the United States and California.

2 9. Plaintiff is informed, believes, and thereon alleges that Defendant Mechanics Bank is
3 a California banking corporation with its principal place of business located in Walnut Creek,
4 California. Mechanics Bank is registered to do business in the State of California and does business
5 in the State of California. Mechanics Bank may be served with process by serving its registered
6 agent, Agent for Service of Process, 17785 Center Court Dr. N, Suite 400, Cerritos, CA 90703.

7 10. Plaintiff is informed, believes, and thereon alleges that Defendant Mechanics
8 Bancorp is the financial holding company of Mechanics Bank with its principal place of business
9 located in Walnut Creek, California. Mechanics Bancorp is registered to do business in the State of
10 California and does business in the State of California. Mechanics Bancorp may be served with
11 process by serving its registered agent, CT Corporation System, 330 N. Brand Blvd., Suite 700,
12 Glendale, California 91203.

13 11. The true names and capacities of the Defendants sued in the Complaint under the
14 fictitious name of DOES 1-10 are unknown to Plaintiff who therefore sues Defendants by such
15 fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when
16 ascertained. Plaintiff is informed and believes, and thereon alleges, that each of said fictitiously
17 named Defendant is responsible in some manner for the occurrences herein alleged, and Plaintiff's
18 injuries as herein alleged were proximately caused by such unlawful conduct.

19 12. Hereinafter, Defendants and DOES 1 through 10 are collectively referred to as
20 "Defendants."

21 13. Plaintiff is informed, believes, and thereon alleges that Defendants employ and/or
22 employed Plaintiff and Aggrieved Employees because Defendants, directly or indirectly, control the
23 employment terms, including pay practices of Plaintiff and Aggrieved Employees.

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

28 15. Plaintiff is informed, believes, and thereon alleges, that Defendants, in some manner,

1 intentionally, negligently, or otherwise is responsible for the acts, omissions, occurrences, and
2 transactions alleged herein.

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

9 **JURISDICTION AND VENUE**

10 17. Venue is proper in this County pursuant to Cal. Code Civ. Proc. § 393 and/or § 395.5.
11 Defendants conduct business and employ Plaintiff and Aggrieved Employees in the County, and as
12 a result, the causes of action asserted arose in whole or in part in the County.

13 18. This Court has jurisdiction over Plaintiff’s claims pursuant to the Cal. Lab. Code and
14 the applicable IWC Wage Orders. The Court also has jurisdiction over Defendants because they are
15 corporations authorized to do business in the State of California, and because, in fact, do business
16 and employ workers in the State of California.

17 **FACTUAL ALLEGATIONS**

18 19. Upon information and belief, Defendants operate 166 branches spanning from San
19 Diego to Seattle across the West Coast providing their clients’ banking and lending needs, and are
20 headquartered in Walnut Creek, California. Mechanics Bank offers services including personal
21 banking, business banking, trust and estate services, private banking and wealth management
22 services. Mechanics Bancorp is the financial holding company of Mechanics Bank.

23 20. Plaintiff Patricia Paduani has been currently employed by Defendants as a non-
24 exempt hourly employee since approximately August 8, 2025. Plaintiff is paid an hourly rate of
25 approximately \$26.00.

26 21. On average, Plaintiff was scheduled for approximately eight (8) hours in a day and
27 forty (40) hours per week. However, due to being required to perform off-the-clock work including
28 performing mandatory opening shift tasks for approximately fifteen (15) minutes prior to being

1 allowed to clock in to start their shift, as well as being required to remain on duty and work through
2 the second meal breaks, they are entitled to receive when working shifts in excess of ten (10) hours
3 in a workday. Plaintiff regularly worked in excess of eight (8) hours per day and forty (40) hours
4 per week.

5 22. Plaintiff is informed, believes, and thereon alleges that Defendants employ and have
6 employed hundreds of hourly, non-exempt workers in California.

7 23. Aggrieved Employees perform their jobs under Defendants' supervision using
8 materials and technology approved and supplied by Defendants.

9 24. Aggrieved Employees are required to follow and abide by Defendants' common
10 work, time, and pay policies and procedures in the performance of their jobs.

11 25. At the end of each pay period, Aggrieved Employees receive wages from Defendants
12 that are determined by common systems and methods that Defendants select and control.

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

18 27. Defendants deny Plaintiff and Aggrieved Employees proper compensation for all
19 hours worked, including minimum wage and overtime wages. As a matter of course, Defendants
20 routinely require Plaintiff and Aggrieved Employees to arrive prior to their scheduled start time to
21 perform security checks of the building and ATMs, as well as other work-related opening tasks prior
22 to clocking in. For example, Plaintiff and Aggrieved Employees are required to perform pre-shift
23 opening tasks such as security checks of the buildings, the equipment, as well as disarming the
24 alarms and other opening security checks before being allowed to clock in to their scheduled shifts.
25 This time spent performing security checks other opening shift tasks is compensable but
26 nevertheless went unpaid.

27 28. Additionally, Plaintiff and Aggrieved Employees are required to travel between
28 different branch locations, but not all of this travel time gets recorded. For example, Defendants did

1 not allow Plaintiff and Aggrieved Employees to record their time worked while driving to different
2 branch locations or while performing opening tasks prior to clocking in.

3 29. Furthermore, Plaintiff and Aggrieved Employees do not receive compliant rest
4 periods because Defendants instruct them to take their rest periods late or completely work through
5 rest periods to remain on duty for the duration of their shift.

6 30. As a result of these policies and/or practices, Plaintiff and Aggrieved Employees are
7 not paid for all hours worked and they do not receive straight time or overtime compensation for
8 overtime hours in violation of Cal. Lab. Code section 1194 and Wage Order 4.

9 31. Defendants regularly deny and fail to provide Plaintiff and Aggrieved Employees
10 with compliant 30-minute uninterrupted meal periods before the end of the tenth hour of work when
11 working shifts in excess of ten (10) hours.

12 32. Plaintiff and Aggrieved Employees would not receive their required second meal
13 period when working shifts in excess of ten (10) hours. For example, because Defendants did not
14 allow Plaintiff to record all hours worked for time worked while driving to different branch locations
15 or while performing opening tasks prior to clocking in, Plaintiff would work in excess of ten (10)
16 hours and yet was not provided with second meal periods nor an accompanying meal period
17 premium payment. As a result, Plaintiff and Aggrieved Employees are regularly not provided with
18 duty-free, uninterrupted, and timely second thirty (30) minute meal periods before the end of the
19 tenth hour of work.

20 33. As a result, Plaintiff and Aggrieved Employees are not provided duty-free,
21 uninterrupted, and timely thirty-minute meal periods during which they should be completely
22 relieved of any duty.

23 34. Defendants fail to pay Plaintiff and Aggrieved Employees meal period premiums to
24 which they are entitled for these non-compliant meal breaks.

25 35. Defendants also fail to authorize or permit off duty, paid rest periods of at least ten
26 (10) minutes of rest time for every four (4) hours of work. Defendants' work expectations do not
27 permit Plaintiff and Aggrieved Employees an opportunity to rest while off duty, for ten (10) minutes
28 during each four-hour work period or major fraction thereof. Plaintiff and Aggrieved Employees are

1 not provided with compliant ten-minute rest breaks because Defendants instruct them to take their
2 rest periods late or completely work through rest periods when customer volume is low, asserting
3 there is no need for employees to take rest breaks because they are not required to work as hard
4 when there are little to no customers during that time.

5 36. Defendants fail to pay Plaintiff and Aggrieved Employees rest period premiums to
6 which they are entitled for these missed, late, and otherwise non-compliant rest breaks.

7 37. Plaintiff is informed, believes, and thereon alleges that Defendants utilize and apply
8 these meal and rest break policies and practices across all of Defendants' worksites and operations
9 throughout California.

10 38. Defendants' failure to pay for all hours worked, including overtime wages, and failure
11 to provide compliant meal and rest breaks also result in a failure to provide Aggrieved Employees,
12 including Plaintiff, accurate itemized wage statements as required by California law. The wage
13 statements Defendants provide are not accurate because they do not reflect payment for all hours
14 worked, overtime wages, and premium pay for non-compliant meal breaks and rest breaks paid
15 and/or owed to Plaintiff and Aggrieved Employees.

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

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

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)

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

42. 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. . . (B) The civil penalty is two hundred dollars (\$200) for each aggrieved employee per pay period if either of the following are met: (i) Within the five years preceding the alleged violation, the agency or any court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful. (ii) The court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive.

43. 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."

44. 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.

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

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

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

48. Plaintiff seeks 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 those

1 sections, including but not limited to penalties under Cal. Lab. Code § 210. Plaintiff seeks penalties
2 pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal.
3 Lab. Code provisions including, but not limited to, Cal. Lab. Code §§ 1194, 1197, 1197.1, and IWC
4 Wage Order 4-2001, and any other violation alleged herein which does not carry penalties under
5 Cal. Lab. Code § 2699(a), for Defendants' failure to pay straight time wages.

6 49. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 12, 2026, Plaintiff
7 provided the Labor and Workforce Development Agency ("LWDA") with notice of her intention to
8 file this claim. On this same date, Plaintiff mailed Defendants a copy of such notice via certified
9 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff
10 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
11 Code § 2699.3(a).

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

14 51. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California
15 for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys'
16 fees and costs as set forth below.

17 52. Wherefore, Plaintiff requests relief as hereinafter provided.

18 **SECOND CAUSE OF ACTION**

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

20 **Failure to Pay Overtime Premiums**

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

22 53. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
23 herein.

24 54. Cal. Lab. Code § 2699(f) provides:

25 For all provisions of this code except those for which a civil penalty is specifically
26 provided, there is established a civil penalty for a violation of these provisions, as
27 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
28 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
employee per pay period. . . (B) The civil penalty is two hundred dollars (\$200) for
each aggrieved employee per pay period if either of the following are met: (i) Within
the five years preceding the alleged violation, the agency or any court issued a finding

1 or determination to the employer that its policy or practice giving rise to the violation
2 was unlawful. (ii) The court determines that the employer's conduct giving rise to the
violation was malicious, fraudulent, or oppressive.

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

4 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
5 one workday and any work in excess of 40 hours in any one workweek and the first
6 eight hours worked on the seventh day of work in any one workweek shall be
7 compensated at the rate of no less than one and one-half times the regular rate of pay
8 for an employee. Any work in excess of 12 hours in one day shall be compensated at
9 the rate of no less than twice the regular rate of pay for an employee. In addition, any
work in excess of eight hours on any seventh day of a workweek shall be compensated
at the rate of no less than twice the regular rate of pay of an employee. Nothing in this
section requires an employer to combine more than one rate of overtime compensation
in order to calculate the amount to be paid to an employee for any hour of overtime
work.

10 56. Cal. Lab. Code § 1194 provides, in relevant part:

11 Notwithstanding any agreement to work for a lesser wage, any employee receiving
12 less than the legal minimum wage or the legal overtime compensation applicable to
13 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.

14 57. Plaintiff and Aggrieved Employees work overtime hours for Defendants without
15 being paid all wages and overtime premiums in violation of the Cal. Lab. Code, the applicable IWC
16 Wage Orders, and other applicable law. Defendants do not pay Plaintiff and Aggrieved Employees
17 overtime wages for time spent working off-the-clock.

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

25 59. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 12, 2026, Plaintiff
26 provided the Labor and Workforce Development Agency ("LWDA") with notice of her intention to
27 file this claim. On this same date, Plaintiff mailed Defendants a copy of such notice via certified
28 mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff

1 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
2 Code § 2699.3(a).

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

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

8 62. Wherefore, Plaintiff requests relief as hereinafter provided.

9 **THIRD CAUSE OF ACTION**

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

11 **Failure to Provide Meal Periods**

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

13 63. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
14 herein.

15 64. Cal. Lab. Code § 2699(f) provides:

16 For all provisions of this code except those for which a civil penalty is specifically
17 provided, there is established a civil penalty for a violation of these provisions, as
18 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
19 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
20 employee per pay period. . . (B) The civil penalty is two hundred dollars (\$200) for
21 each aggrieved employee per pay period if either of the following are met: (i) Within
the five years preceding the alleged violation, the agency or any court issued a finding
or determination to the employer that its policy or practice giving rise to the violation
was unlawful. (ii) The court determines that the employer's conduct giving rise to the
violation was malicious, fraudulent, or oppressive.

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

25 66. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 require Defendants to
26 authorize, permit, and/or make available timely and compliant meal periods to their employees. Cal.
27 Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 prohibit employers from employing an
28 employee for more than five (5) hours without a meal period of not less than thirty (30) minutes,

1 and from employing an employee more than ten (10) hours per day without providing the employee
2 with a second meal period of not less than thirty (30) minutes.

3 67. Despite these requirements, Defendants knowingly and willfully refuse to perform
4 their obligation to provide or make available to Plaintiff and Aggrieved Employees the ability to
5 take the off-duty meal periods to which they are entitled.

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

13 69. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 12, 2026, Plaintiff
14 provided the LWDA with notice of her intention to file this claim. On this same date, Plaintiff mailed
15 Defendants a copy of such notice via certified mail. At least sixty-five calendar days have passed
16 without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence
17 this civil action in compliance with Cal. Lab. Code § 2699.3(a).

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

20 71. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California
21 for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys'
22 fees and costs as set forth below.

23 72. Wherefore, Plaintiff requests relief as hereinafter provided.

24 **FOURTH CAUSE OF ACTION**

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

26 **Failure to Provide Rest Periods**

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

28 73. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth

1 herein.

2 74. Cal. Lab. Code § 2699(f) provides:

3 For all provisions of this code except those for which a civil penalty is specifically
4 provided, there is established a civil penalty for a violation of these provisions, as
5 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
6 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
7 employee per pay period. . . (B) The civil penalty is two hundred dollars (\$200) for
8 each aggrieved employee per pay period if either of the following are met: (i) Within
9 the five years preceding the alleged violation, the agency or any court issued a finding
10 or determination to the employer that its policy or practice giving rise to the violation
11 was unlawful. (ii) The court determines that the employer's conduct giving rise to the
12 violation was malicious, fraudulent, or oppressive.

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

12 76. Cal. Lab. Code § 226.7 and the applicable Wage Order require employers to authorize
13 and permit non-exempt workers to take ten (10) minutes of net rest time per four (4) hours or major
14 fraction thereof of work, and to pay non-exempt workers their full wages during those rest periods.

15 77. Under Cal. Lab. Code § 226.7(b) an employer must pay an employee denied a
16 required rest period is required to pay one (1) hour of pay at the employee's regular rate of
17 compensation for each workday that the rest period was not authorized and permitted and/or not
18 made available.

19 78. Despite these requirements, Defendants knowingly and willfully refuse to perform
20 their obligation to provide or make available to Plaintiff and Aggrieved Employees the ability to
21 take the rest breaks to which they are entitled. Plaintiff and Aggrieved Employees are unable to take
22 compliant rest periods because Defendants do not allow Plaintiff and Aggrieved Employees to take
23 rest periods due to work expectations that required Plaintiff and Aggrieved Employees to continue
24 assisting Defendants' customers and remain on duty. When Plaintiff attempts to take a rest period,
25 such rest periods were interrupted or cut short by Defendants' instruction for her to continue to
26 remain available to assist customers of the Defendants.

27 79. To the extent that any violation alleged herein does not carry penalties under Cal. Lab.
28 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay

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

6 80. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 12, 2026, Plaintiff
7 provided the LWDA with notice of her intention to file this claim. On this same date, Plaintiff mailed
8 Defendants a copy of such notice via certified mail. At least sixty-five (65) calendar days have
9 passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to
10 commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

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

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

16 83. Wherefore, Plaintiff requests relief as hereinafter provided.

17 **FIFTH CAUSE OF ACTION**

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

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

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

21 84. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
22 herein.

23 85. Cal. Lab. Code § 2699(a) provides:

24 Notwithstanding any other provision of law, any provision of this code that provides
25 for a civil penalty to be assessed and collected by the Labor and Workforce
26 Development Agency or any of its departments, divisions, commissions, boards,
27 agencies, or employees, for a violation of this code, may, as an alternative, be
28 recovered through a civil action brought by an aggrieved employee on behalf of the
employee and to other current or former employees against whom a violation of the
same provision was committed pursuant to the procedures specified in Section 2699.3.

86. Cal. Lab. Code § 226(a) provides:

1 An employer, semimonthly or at the time of each payment of wages, shall furnish to
2 their employee, either as a detachable part of the check, draft, or voucher paying the
3 employee's wages, or separately if wages are paid by personal check or cash, an
4 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
5 worked by the employee, except as provided in subdivision (j), (3) the number of
6 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
7 rate basis, (4) all deductions, provided that all deductions made on written orders of
8 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
9 inclusive dates of the period for which the employee is paid, (7) the name of the
10 employee and only the last four digits of their social security number or an employee
11 identification number other than a social security number, (8) the name and address of
12 the legal entity that is the employer and, if the employer is a farm labor contractor, as
13 defined in subdivision (b) of Section 1682, the name and address of the legal entity
14 that secured the services of the employer, and (9) all applicable hourly rates in effect
15 during the pay period and the corresponding number of hours worked at each hourly
16 rate by the employee...

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

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

24 88. Cal. Lab. Code § 226.3 provides:

25 Any employer who violates subdivision (a) of Section 226 shall be subject to a civil
26 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation
27 in an initial citation and one thousand dollars (\$1,000) per employee for each violation
28 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.

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

31 90. Cal. Lab. Code § 1174(d) provides, in relevant part:

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

38 91. Cal. Lab. Code § 1174.5 provides, in relevant part:

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).

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

93. Defendants do not provide timely, accurate, itemized wage statements to Plaintiff and Aggrieved Employees in accordance with Cal. Lab. Code §§ 226(a) and 1174, and the IWC Wage Orders. The wage statements Defendants provide their employees, including Plaintiff and Aggrieved Employees, do not accurately reflect payment for all hours worked, including minimum wage and overtime wages, and meal/rest period premium payments.

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

95. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 12, 2026, Plaintiff provided the LWDA with notice of her intention to file this claim. On this same date, Plaintiff mailed Defendants a copy of such notice via certified mail. At least sixty-five (65) calendar days have

1 passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to
2 commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

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

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

8 98. Wherefore, Plaintiff requests relief as hereinafter provided.

9 **PRAYER FOR RELIEF**

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

- 11 a. For the Court to declare, adjudge, and decree that Defendants have violated the Cal.
12 Lab. Code as alleged herein;
- 13 b. For an order awarding the State of California, Plaintiff, and Aggrieved Employees
14 civil penalties provided under the PAGA;
- 15 c. For injunctive relief, prohibiting Defendants from continuing its policies and
16 practices determined to be violations of the Cal. Lab. Code;
- 17 d. For an award of reasonable attorneys' fees as provided by the Cal. Lab. Code §
18 2699(g)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;
- 19 e. For all costs of suit; and
- 20 f. For such other and further relief as this Court deems just and proper.

21
22 Dated: September 10, 2026

Respectfully Submitted,

23 

24 Carolyn H. Cottrell
25 Ori Edelstein
26 Michelle S. Lim

**SCHNEIDER WALLACE
COTTRELL KIM LLP**

27 Colette Mahon
28 **LAWYERS FOR EMPLOYEE
AND CONSUMER RIGHTS**

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

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Dated: September 10, 2026

Carolyn Cottrell

Michelle S. Lim

Colette Mahon

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