

Rick A. Waltman (State Bar No. 306463)
Andrew T. Katseanes (State Bar No. 351638)
Nicholas J. Ferraro (State Bar No. 306528)
Lauren N. Vega (State Bar No. 306525)
Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, California 92108
(619) 693-7727 main / (619) 350-6855 facsimile
nick@ferrarovega.com / lauren@ferrarovega.com
rick@ferrarovega.com / andrew@ferrarovega.com

Attorneys for Plaintiff Kyle Dowden

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

8/20/2026 4:09:22 PM

Clerk of the Superior Court
By D. Saenz ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

KYLE DOWDEN, on behalf of others similarly
situated and the State of California under the
Private Attorneys General Act,

Plaintiffs,

vs.

SURVIVAL SYSTEMS INTERNATIONAL,
INC. and DOES 1 through 50, inclusive,

Defendants.

Case No. 26CU034999C

Judge: Gregory W. Pollack

Department: C-71

CLASS ACTION

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay All Wages Owed
2. Failure to Pay All Overtime Wages
3. Meal Period Violations
4. Rest Period Violations
5. Unpaid Vacation Wages
6. Untimely Payment of Wages
7. Wage Statement Violations
8. Waiting Time Penalties
9. Retaliation
10. Civil Penalties under the Private Attorneys
General Act (Labor Code §§ 2698 *et seq.*)

Action Filed: June 26, 2026

1 Plaintiff KYLE DOWDEN, on behalf of all others similarly situated and the State of California
2 under the Private Attorneys General Act (“Plaintiff”) brings this FIRST AMENDED CLASS AND
3 REPRESENTATIVE ACTION COMPLAINT against Defendants SURVIVAL SYSTEMS
4 INTERNATIONAL, INC. and DOES 1 through 50, inclusive (collectively “Defendants”), alleging as
5 follows:

6 **INTRODUCTION**

7 1. This is a class and representative action filed for wage and hour violations of the
8 California Labor Code.

9 2. Defendants employed Plaintiff and other covered employees during the PAGA Period.

10 3. Defendants' underpayment of wages was facilitated by company-wide practices
11 requiring off-the-clock work, including directing employees to monitor running machinery during
12 their off-duty time.

13 4. Defendants failed to pay minimum wages for all hours worked.

14 5. Defendants also underpaid overtime at the lawful rate.

15 6. Defendants secretly paid Plaintiff and other covered employees a lower wage than the
16 rate they were contractually promised.

17 7. Defendants failed to pay all accrued and unused vacation wages at the lawful final rate
18 of pay upon separation.

19 8. Defendants failed to provide compliant meal and rest periods and did not pay all
20 associated premiums.

21 9. Defendants retaliated against Plaintiff for requesting and attempting to use his accrued
22 sick leave by terminating him.

23 10. Defendants' employment policies and payroll systems enabled these violations on a
24 company-wide basis.

25 11. Defendants are further liable for derivative claims for wage statements, untimely
26 payment of wages, failure to maintain accurate records, and other associated violations.

27 12. Plaintiff seeks to recover underpaid damages, penalties, interests, attorney's fees, and
28 costs.

1 **JURISDICTION & VENUE**

2 13. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the
3 California Constitution as the causes of action are premised upon violations of California law.

4 14. The monetary damages and restitution sought exceed the minimal jurisdiction limits of
5 the Superior Court.

6 15. This Court has jurisdiction over Defendants because, upon information and belief,
7 Defendants have sufficient minimum contacts in California, or otherwise intentionally avail
8 themselves to the California economy so as to render the exercise of jurisdiction over them by the
9 California courts consistent with traditional notions of fair play and substantial justice.

10 16. Venue is proper in this Court under Code of Civil Procedure sections 393(a), 395,
11 and/or 395.5 because, upon information and belief, Defendants conducted business and committed
12 some of the alleged violations in this County.

13 **PARTIES**

14 **A. Plaintiff Kyle Dowden**

15 17. Plaintiff Dowden is an individual over 18 years of age who worked for Defendants in
16 California as a non-exempt employee from about September 22, 2025 to January 16, 2026. Plaintiff
17 worked as a CNC Machinist.

18 18. The State of California, via the Labor and Workforce Development Agency
19 (“LWDA”), is the real party in interest in this action. (*Kim v. Reins Int’l California, Inc.* (2020) 9
20 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff files suit is always the real party
21 in interest.”]). To the extent permitted by law, including pursuant *Balderas v. Fresh Start Harvesting,*
22 *Inc.* (2024) 101 Cal. App. 5th 533 and *Rodriguez v. Packers Sanitation Services Ltd., LLC* (2025) 109
23 Cal.App.5th 69, the PAGA claim is brought exclusively as a representative action and does not include
24 arbitrable claims.

25 **B. Defendants**

26 19. Defendant Survival Systems International, Inc. is a California Stock Corporation that
27 maintains operations and conducts business throughout the State of California, including in this
28 county.

20. The true names and capacities, whether individual, corporate, or otherwise, of the parties sued as DOES 1 through 50, are presently unknown, unascertainable, or uncertain, and are sued by such fictitious names under Code of Civil Procedure section 474. Upon information and belief, each of DOES 1 through 50 constitutes a legal employer or is otherwise legally responsible in some manner for the acts and omissions alleged herein. This Complaint may be amended to reflect their true names and capacities once ascertained.

21. Upon information and belief, Defendants in this action are employers, co-employers, joint employers, and/or part of an integrated employer enterprise, as each of the Defendants exercised control over the wages, hours, and working conditions of the employees, suffered and permitted them to work, and otherwise engaged them as employees under California law.

22. Upon information and belief, at least some of the Defendants have common ownership, common management, interrelationship of operations, and centralized control over labor relations and are therefore part of an integrated enterprise and thus jointly and severally responsible for the acts and omissions alleged herein, including pursuant to Labor Code sections 558, 558.1, and 1197.1.

23. Upon information and belief, Defendants acted in all respects pertinent to this action as an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator, partner, in an integrated enterprise, or in some other capacity on behalf of all other co-defendants, such that the acts and omissions of each defendant may be legally attributable to all others.

CLASS ALLEGATIONS

24. This action is brought individually and on behalf of the following class pursuant to Code of Civil Procedure section 382:

a. All current and former non-exempt employees who worked for Defendants in California at any time from four years prior to the filing of this action through date of class certification.

25. Plaintiff reserves the right to establish various subclass definitions as appropriate at the class certification stage, according to proof.

26. The class is ascertainable and shares a well-defined community of interest in this

litigation:

- a. Numerosity: The class is estimated to exceed 50 individuals, although the precise membership of the entire class is unknown at this time. The class is so numerous that joinder of all class members is impracticable. The identities of class members are ascertainable by inspection of Defendants' employment and payroll records.
- b. Typicality: Plaintiff's claims are typical of the claims of the other class members. They were subject to the same policies and practices of Defendants, which resulted in losses to the class. Proof of common unlawful business practices, which Plaintiff experienced, will establish the right of the class to recover on the causes of action alleged herein.
- c. Adequacy: Plaintiff is an adequate class representative; will take all necessary steps to protect the class members' interests adequately and fairly; has no interest antagonistic to other class members; and is represented by attorneys who have substantial experience prosecuting, defending, resolving, and litigating wage and hour class, collective, and representative actions in California state and federal courts.
- d. Superiority: A class action is superior to other means for adjudicating this dispute. Individual joinder is impractical. Class treatment will allow for common issues to be resolved in a single forum, simultaneously, and without duplication of effort and expense.
- e. Public Policy Considerations: Certification of this lawsuit as a class action advances the State of California's strong public interest in ensuring its approximately millions of employed residents are properly paid the wages they earned for the hours they worked. Class actions provide a mechanism for enforcement of labor laws and allow for vindication of employee rights by unnamed class members.

27. Common questions of law and fact as to the class members predominate over questions

1 affecting only individual members. The common questions of law and fact exist as to whether the
2 employment policies and practices formulated by Defendants and applied to the class members
3 constitute violations of California law.

4 **GENERAL ALLEGATIONS**

5 28. Plaintiff and the covered employees worked for Defendant as non-exempt employees
6 and were compensated on an hourly basis.

7 29. During the relevant statutory period, Defendants failed to pay Plaintiff and the covered
8 employees at the lawful minimum wage rate for all hours worked, resulting in unpaid minimum wages.
9 Specifically, due to Defendants' understaffing and the operational demands of the facility, Plaintiff
10 routinely performed unpaid labor. As a CNC machinist, Plaintiff was subject to Defendants' policy
11 requiring the constant monitoring of active machinery to prevent accidents. Because management
12 maintained inconsistent policies regarding machine usage and explicitly directed employees to check
13 running machines during their off-duty time, Plaintiff was forced to interrupt his meal periods on a
14 daily basis to perform these job duties, regardless of which machine he was operating.

15 30. During the relevant statutory period, Defendants failed to properly compensate Plaintiff
16 and the covered employees at the lawful premium rate of pay for all overtime hours worked.
17 Specifically, because Plaintiff and the covered employees were required to perform unrecorded, off-
18 the-clock labor during interrupted meal periods as described above, their actual time worked regularly
19 exceeded the daily and weekly statutory thresholds, resulting in unpaid overtime wages.

20 31. According to the terms of Plaintiff's employment, he was contractually entitled to a
21 base minimum rate of \$22 per hour, as well as an increased rate of \$24 per hour when working the
22 evening "second shift." During his tenure with Defendants, Plaintiff exclusively worked the evening
23 shift and was purportedly paid the agreed-upon \$24 per hour. Despite this arrangement, Defendants
24 secretly paid Plaintiff at the deficient base rate of \$22 per hour during the pay periods of October 5,
25 2025, through October 18, 2025; November 2, 2025, through November 15, 2025; and January 10,
26 2026, through January 15, 2026.

27 32. Based on information and belief, Plaintiff alleges that Defendants maintain a systemic
28 policy and practice of secretly paying a lower wage than purported or contractually agreed upon, and

1 that this unlawful practice is common to other covered employees.

2 33. During the relevant statutory period, Defendants maintained an unlawful policy and
3 practice of failing to pay all accrued and unused vacation wages at the lawful rate of pay upon
4 separation of employment, resulting in the illegal forfeiture of vested vacation time. As detailed above,
5 because Defendants failed to record all time worked by Plaintiff and the covered employees, they
6 systematically undercounted the employees' total hours worked. Consequently, Defendants failed to
7 credit the covered employees with the full amount of vacation time they actually accrued, meaning
8 final vacation wage payouts did not capture all earned time.

9 34. Furthermore, Defendants unlawfully paid out Plaintiff's accrued vacation wages at a
10 rate lower than his final regular rate of pay. Although Plaintiff exclusively worked the evening "second
11 shift" and earned a contractually agreed-upon rate of \$24 per hour, Defendants paid out his remaining
12 vested vacation time upon separation at the deficient base rate of \$22 per hour. Based on information
13 and belief, Plaintiff alleges that Defendants maintain a common policy and practice of failing to pay
14 out vested vacation time at the lawful final rate of pay to other covered employees as well.

15 35. Plaintiff's duties as a machinist and Defendants' policies requiring the constant
16 monitoring of active machinery forced Plaintiff to regularly interrupt his meal periods to perform off-
17 the-clock work. Defendants' operations and understaffing did not lawfully excuse them from providing
18 off-duty meal periods, nor were the strict, dual requirements for a valid on-duty meal period agreement
19 met. Despite regularly causing Plaintiff and the covered employees to experience interrupted and non-
20 compliant meal periods, Defendants systematically failed to pay the required one hour of meal period
21 premium wages at the employees' regular rate of compensation during the relevant statutory period.

22 36. The operational demands of Plaintiff's role as a machinist and Defendants' chronic
23 understaffing routinely prevented employees from taking compliant, uninterrupted rest periods.
24 Because Defendants maintained high production expectations while effectively requiring the constant
25 monitoring of active machinery, Plaintiff and the covered employees were systematically forced to
26 skip their rest periods to complete their required tasks and keep the machines running. Despite
27 regularly causing Plaintiff and the covered employees to miss these legally mandated breaks,
28 Defendants failed to pay the required one hour of rest period premium wages at the employees' regular

1 rate of compensation during the statutory period.

2 37. Because Defendants failed to pay all wages and premiums in each pay period in which
3 such wages were earned at the lawful rate, Defendants failed to timely pay all wages owed. Defendants
4 failed to pay all wages and premiums owed on the regular pay days scheduled each pay period within
5 seven calendar days of the close of the payroll period. Indeed, Defendants failed to pay all premiums,
6 overtime, regular, sick leave, and other earnings on time each payday.

7 38. Defendants failed to pay all wages and premiums owed to covered employees during
8 their employment, and also failed to timely pay those amounts to departing employees upon separation
9 of employment. Defendants did not pay waiting time penalties for the late payments.

10 39. Defendants failed to provide accurate itemized wage statements to the covered
11 employees each pay period. Defendants failed to list the correct "gross wages earned" or "net wages
12 earned," as the employees earned wages and premiums that were not paid, resulting in an inaccurate
13 reflection, and recording of "gross wages earned" on those wage statements. Likewise, Defendants
14 failed to state on employee wage statements each pay period the applicable hourly rates in effect and
15 the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to
16 employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate
17 reflection on the pay stub.

18 40. Additionally, Defendants failed to accurately list employees' "total hours worked," as
19 the wage statements did not accurately include the uncompensated time plaintiff and other covered
20 employees worked due to Defendants' policy and practice of requiring off-the-clock work.

21 41. Plaintiff and other covered employees cannot promptly and easily determine from the
22 wage statement alone the wages paid or earned without reference to other documents or information.
23 Indeed, these wage statement violations are significant because they sow confusion among Plaintiff
24 and other covered employees with respect to what amounts were owed and paid, at what rates, the
25 number of hours worked, and how those amounts were or should be calculated. The wage statements
26 reflect a false statement of earnings and concealed the underlying problems and underpayments of
27 employee wages. Because of the failure to accurately account for wages earned or hours worked,
28 Defendants failed to accurately maintain records.

42. Plaintiff suffered a foot injury and required time off from work, a fact of which his manager was fully aware. Upon returning to work, Plaintiff presented a valid doctor's note documenting the medical necessity of the absence. Despite the fact that Plaintiff had accrued sick leave available for use, Defendants unlawfully denied his request for sick pay. Compounding this violation, in direct retaliation for attempting to exercise his protected right to use accrued sick leave, Defendants immediately terminated Plaintiff without cause upon his return to the facility.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES OWED

Violation of Labor Code §§ 200, 218, 223, 1194, 1194.2 and 1197

(All Claims Alleged by Plaintiff and Class Members Against All Defendants)

43. All outside paragraphs of this Complaint are incorporated into this section.

44. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 200, 218, 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198 and the IWC Wage Orders (the “Hours and Days of Work” and “Minimum Wages” sections of the applicable orders), which require non-exempt employees be timely paid at least the state or local minimum wage (if higher) for each hour of work, and further provide a private right of action for an employer’s failure to pay all minimum wages (plus liquidated damages). In addition to minimum wages, Labor Code § 200 states that “‘wages’ includes 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 other method of calculation.”

45. Defendants also violated Labor Code section 223 with respect to Plaintiff and covered employees. Under Labor Code section 223, it is explicitly unlawful for an employer to "secretly pay a lower wage while purporting to pay the wage designated by statute or by contract."

46. Pursuant to the terms of Plaintiff’s employment, Defendants were contractually required to pay a designated wage scale. Specifically, Plaintiff was contractually entitled to a base minimum rate of \$22.00 per hour, as well as an increased designated wage rate of \$24.00 per hour when working the evening “second shift.”

47. Despite the contractual agreement and Plaintiff’s exclusive work on the evening shift,

Defendants secretly paid Plaintiff at the deficient base rate of \$22.00 per hour during the pay periods of October 5, 2025, through October 18, 2025; November 2, 2025, through November 15, 2025; and January 10, 2026, through January 15, 2026. Based on information and belief, Plaintiff alleges that Defendants maintain a systemic policy and practice of secretly paying a lower wage than purported or contractually agreed upon, in willful violation of California Labor Code section 223, and that this unlawful practice is common to other covered employees.

48. Defendants willfully failed in their affirmative obligation to pay Plaintiff and class members at least the lawful minimum wage for each hour worked in violation of Labor Code sections 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198 and the IWC Wage Orders (the “Hours and Days of Work” and “Minimum Wages” sections of the applicable orders), including payment at the lawful local and county minimum wage ordinances in effect. As a result, Defendants are liable for all associated damages, including liquidated damages for the minimum wage violations pursuant to Labor Code § 1194.2.

49. Defendants’ unlawful acts and omissions deprived Plaintiff and class members of minimum, regular and overtime wages in amounts to be determined at trial. Plaintiff and class members are entitled to recover the full amount of the unpaid wages, plus liquidated damages in an amount equal to the wages unlawfully unpaid (and interest thereon), in addition to interest, attorneys’ fees, and costs to the extent permitted by law, including under Labor Code sections 1194 and 1194.2, 218.6 and any other applicable statutes.

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

Violation of Labor Code §§ 510 and 1194

50. All outside paragraphs of this Complaint are incorporated into this section.

51. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 204, 510, 558, 1194, and 1198, which require non-exempt employees be timely paid overtime wages all overtime hours worked, and which further provide a private right of action for an employer’s failure to pay all overtime compensation for overtime hours worked.

52. Defendants failed in their affirmative obligation to pay Plaintiff and class members no

less than one and one-half times their respective “regular rate of pay” for all hours worked in excess of eight hours in one day, 40 hours in one week, or the first eight hours worked on the seventh day of work in any one workweek, and no less than twice their respective “regular rate of pay” for all hours over 12 hours in one day and any work in excess of eight hours on any seventh day of a workweek for such hours worked, in violation of Labor Code sections 204, 510, 558, 1194, and 1198 and the IWC Wage Orders (the “Hours and Days of Work” sections of the applicable orders).

53. Plaintiff and class members are entitled to recover the full amount of the unpaid overtime, in addition to interest, statutory and civil penalties, and attorneys’ fees, and costs to the extent permitted by law.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

Violation of Labor Code §§ 226.7 and 512

54. All outside paragraphs of this Complaint are incorporated into this section.

55. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 226.7, 558 and 512, which require non-exempt employees be provided complaint meal periods (or meal period premiums in lieu thereof), and which further provide a private right of action for an employer’s failure to lawfully provide all meal periods and/or pay meal period premiums at the lawful regular rate of compensation.

56. Defendants willfully failed in their affirmative obligation to consistently provide Plaintiff and class members compliant, duty-free meal periods of not less than 30 minutes beginning before the fifth hour of hour for each work period of more than five hours per day and a second duty-free meal period of not less than 30 minutes beginning before the tenth hour of hour of work in violation of Labor Code sections 226.7, 512, 558, 1198 and the IWC Wage Orders (the “Meal Periods” sections of the applicable orders).

57. Further, Defendants willfully failed in their affirmative obligation to consistently pay Plaintiff and class members one additional hour of pay at the respective regular rate of compensation for each workday that a fully compliant meal period was not provided, in violation of Labor Code sections 226.7, 512, 558, and 1198 and the IWC Wage Orders (the “Meal Periods” sections of the

applicable orders).

58. Plaintiff and class members are entitled to recover the full amount of the meal period premiums owed, in addition to interest, statutory and civil penalties, and attorneys' fees, and costs to the extent permitted by law.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

Violation of Labor Code §§ 226.7 and 516

59. All outside paragraphs of this Complaint are incorporated into this section.

60. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 226.7 and 516, which require non-exempt employees be authorized to take complaint rest periods (or rest period premiums in lieu thereof), and which further provide a private right of action for an employer's failure to lawfully provide all rest periods and/or pay rest period premiums at the lawful regular rate of compensation.

61. Defendants willfully failed in their affirmative obligation to consistently authorize and permit Plaintiff and class members to receive compliant, duty-free rest periods of not less than ten (10) minutes for every four hours worked (or major fraction thereof) in violation of Labor Code sections 226.7, 516, 558, and 1198 and the IWC Wage Orders (the "Rest Periods" sections of the applicable orders).

62. Further, Defendants willfully failed in their affirmative obligation to consistently pay Plaintiff and class members one additional hour of pay at the respective regular rate of compensation for each workday that a fully compliant rest period was not provided, in violation of Labor Code sections 226.7, 516, 558, and 1198 and the IWC Wage Orders.

FIFTH CAUSE OF ACTION

UNPAID VACATION WAGES

Violation of Labor Code §§ 201, 202, 203, and 227.3 and 1194, and 1198

63. All outside paragraphs of this Complaint are incorporated into this section.

64. This cause of action is brought by an unpaid vacation wages subclass pursuant to Labor Code §§ 200, 201, 202, 203, and 227.3 and 1194, and 1198, which require non-exempt employees be

1 timely paid all vested vacation wages at their final rate of pay upon separation of employment, and
2 which further provide a private right of action for an employer's timely failure to pay all vacation
3 compensation upon termination.

4 65. Defendant offered Plaintiff and class members an employment contract or policy
5 providing for the accrual of vacation and/or paid time off. Plaintiff and class members accrued
6 vacation and/or PTO pursuant to the contract or policy.

7 66. Upon separation of Plaintiff and class members, Defendants willfully failed in their
8 affirmative obligation to timely pay Plaintiff and class members all accrued but unused vacation at
9 their final rate during their employment with Defendants, in violation of Labor Code sections 201(a),
10 202(a), and 227.3.

11 67. Plaintiff and class members are entitled to recover the full amount of the accrued
12 vacation wages owed, in addition to interest, statutory and civil penalties, and attorneys' fees, and
13 costs to the extent permitted by law.

14 **SIXTH CAUSE OF ACTION**

15 **UNTIMELY PAYMENT OF WAGES**

16 **Violation of Labor Code §§ 204, 210, 218**

17 68. All outside paragraphs of this Complaint are incorporated into this section.

18 69. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
19 §§ 204, 204b, and 210 which require non-exempt employees be timely paid all wages owed each pay
20 period, and which further provide a private right of action for an employer's failure to comply with
21 this obligation. Labor Code § 218 authorizes individuals to sue directly for wages and penalties due
22 under these sections, including Labor Code § 210(c)'s statutory late payment penalties.

23 70. Defendants willfully failed in their affirmative obligation to timely pay all wages,
24 including paid sick leave and meal and rest premiums, earned by Plaintiff and class members twice
25 during each calendar month on days designated in advance by the employer as regular paydays (for
26 employees paid on a non-weekly basis) and on the regularly-scheduled weekly payday for weekly
27 employees, if any, in violation of Labor Code sections 204 and 204b and the IWC Wage Orders (the
28 "Minimum Wages" sections of the applicable orders).

71. Plaintiff and class members are entitled to recover the full amount of the unpaid wages, in addition to a statutory penalty in the amount of \$100 for the initial violation for each failure to pay each employee and \$200 for all subsequent violations and for all willful or intentional violations for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld under provided in Labor Code § 210, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

SEVENTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

Violation of Labor Code § 226

72. All outside paragraphs of this Complaint are incorporated into this section.

73. This cause of action is brought by a wage statement subclass pursuant to Labor Code § 226(a) which requires non-exempt employees be provided accurate itemized wage statements each pay period, and which further provide a private right of action for an employer's failure to comply with this obligation.

74. Defendants knowingly and intentionally failed in their affirmative obligation to provide accurate itemized wage statements to Plaintiff and class members resulting in injury to Plaintiff and class members. Specifically, the wage statements issued to Plaintiff and class members did not accurately state each pay period all of the information required by Labor Code § 226(a)(1)-(9).

75. Defendants' unlawful acts and omissions deprived Plaintiff and class members of accurate itemized wage statements, causing confusion and concealing wage and premium underpayments.

76. As a result, Plaintiff and class members are entitled to recover the statutory penalty of \$50 per employee for the initial pay period in which a violation occurred and \$100 per employee for each violation in a subsequent pay period, up to an aggregate penalty of \$4,000 per employee, in addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor Code section 226(e).

///

///

///

1 **EIGHTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **Violation of Labor Code §§ 201 *et seq.***

4 77. All outside paragraphs of this Complaint are incorporated into this section.

5 78. This cause of action is brought by a waiting time subclass pursuant to Labor Code
6 §§ 201 through 203, which require an employer to timely pay all wages earned upon termination of
7 employment, and which further provide a private right of action to recover statutory waiting time
8 penalties each day an employer fails to comply with this obligation, up to a maximum of 30 days
9 wages.

10 79. Defendants willfully failed and continue to fail in their affirmative obligation to pay all
11 wages earned and unpaid to Plaintiff and class members immediately upon termination of employment
12 or within 72 hours thereafter for employees who did not provide at least 72 hours prior notice of his
13 or her intention to quit, and further failed to pay those sums for 30 days thereafter in violation of Labor
14 Code sections 201 through 203 and the IWC Wage Orders.

15 80. Plaintiff and class members are entitled to recover a waiting time penalty for a period
16 of up to 30 days, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

17 **NINTH CAUSE OF ACTION**

18 **RETALIATION**

19 **Violation of Labor Code §§ 246.5 and 98.6**

20 81. All outside paragraphs of this Complaint are incorporated into this section.

21 82. California Labor Code § 98.6 prohibits an employer from discharging, discriminating,
22 or retaliating against an employee for exercising rights protected under the Labor Code, including but
23 not limited to the use of accrued sick leave and the exercise of rights to protected medical or disability
24 leave.

25 83. Labor Code section 246.5(c)(1) explicitly prohibits employers from denying an
26 employee the right to use accrued sick days, and mandates that an employer shall not "discharge,
27 threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using
28 accrued sick days [or] attempting to exercise the right to use accrued sick days."

1 the following “aggrieved employees” pursuant to the Private Attorneys General Act (“PAGA”),
2 codified as Labor Code section 2698 *et seq.*:

- 3 a. All current and former non-exempt employees who worked for Defendants in
4 California at any time from one year prior to the postmark date of the initial
5 PAGA notice through date of trial.

6 92. Plaintiff reserves the right to amend, supplement, or add to this description of the
7 aggrieved employees, according to proof.

8 93. Plaintiff brings this claim on a representative basis-only, and not for enforcement of
9 individual PAGA penalties.

10 94. The State of California, via the Labor and Workforce Development Agency
11 (“LWDA”), is the real party in interest in this action with respect to this cause of action. (*Kim v. Reins*
12 *Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff
13 files suit is always the real party in interest.”])

14 95. Labor Code section 2699(a) provides: “Notwithstanding any other provision of law,,
15 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
16 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
17 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil
18 action brought by an aggrieved employee on behalf of the employee and other current or former
19 employees against whom a violation of the same provision was committed pursuant to the procedures
20 specified in Section 2699.3. “

21 96. Any allegations regarding violations of the IWC Wage Orders are enforceable as
22 violations of Labor Code section 1198, which states: “[t]he employment of any employee for longer
23 hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

24 97. Labor Code section 2699.3 sets forth the procedure for commencing an action for civil
25 penalties under the PAGA.

26 98. On or about **June 11, 2026**, Plaintiff paid the requisite PAGA filing fee and provided
27 written notice (by online electronic filing with the LWDA and by certified mail to Defendants) of
28 Defendants’ alleged Labor Code violations, including the facts and theories to support the alleged

violations.

99. A true and correct copy of Plaintiff's written PAGA notice, entitled "Notice of Labor Code Violations" is attached hereto as Exhibit 1 (the "PAGA notice").

100. To date, neither Plaintiff nor Plaintiff's counsel has received a response to Plaintiff's written PAGA notice from the LWDA.

101. Within 33 calendar days of the postmark date of the notice sent by Plaintiff, neither Plaintiff nor Plaintiff's counsel has received written notice by certified mail from any defendant providing a description of any actions taken to cure the alleged violations.

102. Now that at least 65 days have passed from Plaintiff notifying Defendants of these violations, without notice of cure from Defendants or notice from the LWDA of its intent to investigate the alleged allegations and issue the appropriate citations to Defendants, Plaintiff exhausted all prerequisites and commenced this civil action under Labor Code section 2699 *et seq.*

103. As set forth in the PAGA notice attached as Exhibit 1 and incorporated into this Complaint, Defendants committed the following violations and are liable for all corresponding civil penalties:

- a. ***Unpaid Hours Worked/Minimum Wage.*** Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders.
- b. ***Unpaid Overtime.*** Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders.
- c. ***Secretly Paying a Lower Wage.*** Violation of Labor Code § 233.
- d. ***Unpaid Vacation Wages.*** Violation of Labor Code § 227.3.
- e. ***Unpaid Meal Period Premium Wages.*** Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders.
- f. ***Unpaid Rest Period Premium Wages.*** Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders.
- g. ***Untimely Payment of Wages During Employment.*** Violation of Labor Code §§ 204, 204b, 210.
- h. ***Untimely Payment of Wages Upon Separation of Employment.*** Violation of

Labor Code §§ 201, 202, 203, 256.

i. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.

j. ***Failure to Maintain Accurate Records.*** Violation of Labor Code § 1174; IWC Wage Orders.

104. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants pursuant to Labor Code section 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the extent permitted by law, including under Labor Code section 2699(k).

PRAAYER

Plaintiff prays for judgment as follows:

- a. For certification of this action as a class action;
- b. For appointment of Plaintiff as the class representative;
- c. For appointment of above-captioned counsel for Plaintiff as Class Counsel;
- d. For division of class members into appropriate classes and/or subclasses according to proof;
- e. For recovery of all statutory penalties and liquidated damages;
- f. For disgorgement of all amounts wrongfully obtained to the extent permitted by law;
- g. For restitution and injunctive relief;
- h. For attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, including (without limitation) under Labor Code §§ 218.5, 226, 1194, and Code of Civil Procedure § 1021.5.
- i. For recovery of damages in amount according to proof;
- j. For all recoverable pre- and post-judgment interest;
- k. For this action to be maintained as a representative action under the PAGA;
- l. For Plaintiff and counsel of record to be provided with all enforcement capability as if the action were brought by the State of California or the California Division of Labor Enforcement;
- m. For recovery of all civil penalties and other recoverable amounts under the PAGA;

- 1 n. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent
2 permitted by law, associated with the PAGA claims pursuant to Labor Code § 2699,
3 and Code of Civil Procedure section 1021.5 and any other applicable sections; and
4 o. For such other relief the Court deems just and proper.

5 Dated: August 20, 2026

Ferraro Vega Employment Lawyers, Inc.

6 
7

8 Andrew T. Katseanes
9 Attorneys for Plaintiff Kyle Dowden
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

Notice of Labor Code Violations

FERRARO VEGA

SAN DIEGO EMPLOYMENT LAWYERS

Nicholas J. Ferraro
nick@ferrarovega.com
Lauren N. Vega
lauren@ferrarovega.com

ATTORNEYS AT LAW
3333 Camino del Rio South, Suite 300
San Diego, California 92108

619-693-7727
619-350-6855 fax
ferrarovega.com

June 11, 2026

NOTICE OF LABOR CODE VIOLATIONS CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA CERTIFIED U.S. MAIL

- Electronic Return Receipt -

Survival Systems International, Inc.
34140 Valley Center Road
Valley Center, California
92082

- PAGA Notice & Filing Fee -

Submitted electronically to the Labor and
Workforce Development Agency

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **KYLE A. DOWDEN** (“Plaintiff(s)”) and all other “covered employees” of the following “Defendant(s)”:

SURVIVAL SYSTEMS INTERNATIONAL, INC.

Defendants shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency (“LWDA”) does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section 2699.3, Plaintiff intends to commence a civil action against Defendants as a proxy and agent of the State of California under the Private Attorneys General Act (“PAGA”). “PAGA allows an ‘aggrieved employee’—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer.” *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 751; *Kim v. Reins International California, Inc.* (2020) 9 Cal.5th 73, 79. Plaintiff maintains standing to pursue these claims against Defendants as an aggrieved employee.

Through this notice, Plaintiff requests that Defendants complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to correct any violations. Plaintiff attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(s). Defendants are notified that any attempt to resolve this case should be conducted in coordination with Plaintiff's counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendants this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

- BACKGROUND -

Defendants employed Plaintiff during the PAGA Period in the position of CNC Operator from about September 22, 2025 to January 16, 2026. During their employment Plaintiff and the other covered (i.e., aggrieved) employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The "aggrieved employees" include Plaintiff and the following individuals:

All current and former non-exempt employees, including those misclassified as non-exempt, and exempt employees who worked for Defendants in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the "covered employees" and the "PAGA Period"). As defined, these covered current and former employees are "aggrieved employees" under PAGA.

Plaintiff reserves the right to expand or narrow the definition of the "covered employees" in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for Defendants' violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

- PAGA CLAIMS -

Unpaid Hours Worked/Minimum Wage Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders

Defendants violated Labor Code sections 1194, 1197, and 1198, along with the California Minimum Wage Order, the applicable local minimum wage ordinances, and the “Hours and Days of Work” and “Minimum Wages” sections of the applicable IWC Wage Orders with respect to the covered employees.

Labor Code section 1194 renders it unlawful for an employee to receive less than the legal minimum wage for hours worked in California. Labor Code section 1197 further mandates that “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.” Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The California Minimum Wage Order and the applicable sections of the IWC Wage Orders further require payment of minimum wages for all hours worked. The “Minimum Wages” sections of the applicable IWC Wage Order provide that “[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.” The foregoing California wage laws require payment of “not less than the applicable minimum wage *for all hours worked* in the payroll period” and California law does not allow averaging of pay over the hours worked in the pay period, even if the total pay results in an average above the minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.

Defendants failed to pay Plaintiff and the covered employees at the lawful minimum wage rate for all hours worked, resulting in unpaid minimum wages.

Specifically, due to Defendants' understaffing and the operational demands of the facility, Plaintiff routinely performed unpaid labor. As a CNC machinist, Plaintiff was subject to Defendants' policy requiring the constant monitoring of active machinery to prevent accidents. Because management maintained inconsistent policies regarding machine usage and explicitly directed employees to check running machines during their off-duty time, Plaintiff was forced to interrupt his meal periods on a daily basis to perform these job duties, regardless of which machine he was operating.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Overtime
Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders

Defendants violated Labor Code sections 510, 1194, and 1198, along with the “Hours and Days of Work” sections of the applicable IWC Wage Orders with respect to the covered employees.

Labor Code section 510 requires “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee;” and “any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee;” and “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.” Labor Code section 1194 renders it unlawful for an employee to receive less than the legal overtime rate for overtime hours worked in California. Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The IWC Wage Orders further require payment of overtime wages for all overtime hours worked, including the “Hours and Days of Work” sections.

Defendants failed to properly compensate Plaintiff and the covered employees at the lawful premium rate of pay for all overtime hours worked. Specifically, because Plaintiff and the covered employees were required to perform unrecorded, off-the-clock labor during interrupted meal periods as described above, their actual time worked regularly exceeded the daily and weekly statutory thresholds, resulting in unpaid overtime wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Secretly Paying a Lower Wage
Violation of Labor Code § 223

Defendants violated Labor Code section 223 with respect to the aggrieved employees.

Under Labor Code section 223, it is explicitly unlawful for an employer to “secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.” According to the terms of Plaintiff’s employment, he was contractually entitled to a base minimum rate of \$22 per hour, as well as an increased rate of \$24 per hour when working the evening “second shift.” During his tenure with Defendants, Plaintiff exclusively worked the evening shift and was purportedly paid the agreed-upon \$24 per hour. Despite this

arrangement, Defendants secretly paid Plaintiff at the deficient base rate of \$22 per hour during the pay periods of October 5, 2025, through October 18, 2025; November 2, 2025, through November 15, 2025; and January 10, 2026, through January 15, 2026.

Based on information and belief, Plaintiff alleges that Defendants maintain a systemic policy and practice of secretly paying a lower wage than purported or contractually agreed upon, and that this unlawful practice is common to other aggrieved employees.

As a result, Plaintiff may recover civil penalties individually, as well as on behalf of the State of California and the aggrieved employees, as provided under Labor Code sections 558, 1197.1, 1199, the “Penalties” section of the applicable IWC Wage Orders, and the default civil penalties established under Labor Code section 2699.

Unpaid Vacation Wages **Violation of Labor Code § 227.3**

Defendants violated Labor Code section 227.3 with respect to the covered employees.

Labor Code section 227.3 requires “whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination.”

Defendants maintained an unlawful policy and practice of failing to pay all accrued and unused vacation wages at the lawful rate of pay upon separation of employment, resulting in the illegal forfeiture of vested vacation time. As detailed above, because Defendants failed to record all time worked by Plaintiff and the aggrieved employees, they systematically undercounted the employees' total hours worked. Consequently, Defendants failed to credit the aggrieved employees with the full amount of vacation time they actually accrued, meaning final vacation wage payouts did not capture all earned time.

Furthermore, Defendants unlawfully paid out Plaintiff’s accrued vacation wages at a rate lower than his final regular rate of pay. Although Plaintiff exclusively worked the evening “second shift” and earned a contractually agreed-upon rate of \$24 per hour, Defendants paid out his remaining vested vacation time upon separation at the deficient base rate of \$22 per hour. Based on information and belief, Plaintiff alleges that Defendants maintain a common

policy and practice of failing to pay out vested vacation time at the lawful final rate of pay to other aggrieved employees as well.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Meal Period Premium Wages
Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 512, and 1198, along with the related sections of the IWC Wage Orders with respect to the covered employees.

Labor Code section 512 and the IWC Wage Orders require that employers provide an uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work. *See Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1049. Labor Code section 226.7 requires that if a meal period is late, missed, short, or interrupted, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). "[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage." *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 61. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 11 (Meal Periods), further require one uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant meal period is not provided. Pursuant to Section 11(A) of the IWC Wage Orders, the California Supreme Court has held that the on-duty meal period exception is "exceedingly narrow" and applies only when (1) "the nature of the work prevents the employee from being relieved of all duty" and (2) *both* "the employer and employee have agreed, in writing, to the on-duty meal period." *Augustus v. AMB Security Services, Inc.* (2016) 2 Cal.5th 257, 266-276 (emphasis added). If these two requirements are not met, then the employer owes the employee one hour of premium pay for each non-compliant meal period taken under the purported on-duty meal arrangement. *Naranjo v. Spectrum Security Services, Inc.* (2019) 40 Cal.5th 444, 459.

As detailed above, Plaintiff's duties as a machinist and Defendants' policies requiring the constant monitoring of active machinery forced Plaintiff to regularly interrupt his meal periods to perform off-the-clock work. Defendants' operations and understaffing did not lawfully excuse them from providing off-duty meal periods, nor were the strict, dual requirements for a valid on-duty meal period agreement met. Despite regularly causing

Plaintiff and the aggrieved employees to experience interrupted and non-compliant meal periods, Defendants systematically failed to pay the required one hour of meal period premium wages at the employees' regular rate of compensation.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Rest Period Premium Wages
Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 516, and 1198, and the related sections of the IWC Wage Orders with respect to Plaintiff and the covered employees.

Labor Code sections 226.7 and 516 and the IWC Wage Orders require that employers authorize and permit an uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) that an employee works. Labor Code section 226.7 requires that if a rest period is non-compliant, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 12 (Rest Periods), further require one uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) worked and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period is not authorized or permitted.

As detailed in the preceding sections, the rigorous operational demands of Plaintiff's role as a machinist and Defendants' chronic understaffing routinely prevented employees from taking compliant, uninterrupted rest periods. Because Defendants maintained high production expectations while effectively requiring the constant monitoring of active machinery, Plaintiff and the aggrieved employees were systematically forced to skip their rest periods to complete their required tasks and keep the machines running. Despite regularly causing Plaintiff and the aggrieved employees to miss these legally mandated breaks, Defendants failed to pay the required one hour of rest period premium wages at the employees' regular rate of compensation.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages During Employment
Violation of Labor Code §§ 204, 204b, 210

Defendants violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the covered employees.

Labor Code section 204(a) requires payment of “all wages” for non-exempt employees at least twice each calendar month. Labor Code section 204(d) states all wages due must be paid “not more than seven calendar days following the close of the payroll period.” Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides “every person who fails to pay the wages of an employee as provided in Section ... 204 ... shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendants failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Defendants violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice. Indeed, Defendants failed to pay all premiums, overtime, regular, sick leave, and other earnings on time each payday.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages Upon Separation of Employment
Violation of Labor Code §§ 201, 202, 203, 256

Defendants violated Labor Code sections 201, 202, and 203 with respect to the covered employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours’ notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours’ notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days additional compensation.

Defendants failed to pay all wages and premiums owed to covered employees during their employment as set forth in this notice, and also failed to timely pay those amounts to departing employees upon separation of employment. Defendants did not pay waiting time

penalties for the late payments. As a result, Defendants violated Labor Code sections 201, 202, and 203.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Non-Compliant Wage Statements **Violation of Labor Code §§ 226, 226.3**

Defendants violated Labor Code sections 226(a) and 226.3 with respect to the covered employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, “an accurate itemized statement in writing showing:” (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

Defendants failed to provide accurate itemized wage statements to the covered employees each pay period as a result of the policies and practices set forth in this notice. Defendants violated Labor Code section 226(a)(1) and (5) by not listing the correct “gross wages earned” or “net wages earned,” as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of “gross wages earned” on those wage statements. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

Additionally, Defendants violated Labor Code section 226(a)(2) by failing to accurately list employees’ “total hours worked,” as the wage statements did not accurately include the uncompensated time plaintiff and other aggrieved employees worked due to Defendants’ policy and practice of requiring off-the-clock work.

Plaintiff and other covered employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other covered employees with respect to what amounts were

owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Failure to Maintain Accurate Records
Violation of Labor Code § 1174; IWC Wage Orders

Defendants violated Labor Code sections 1174 and the IWC Wage Orders by failing to maintain accurate employee payroll records with respect to Plaintiff and other covered employees.

Labor Code section 1174 requires that employers maintain accurate “payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.” Section 7(A) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates similar recordkeeping obligations.

Because of the policies and practices set forth in this notice, including the failure to accurately account for wages earned or hours worked, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Retaliation
Violation of Labor Code §§ 98.6, 246.5

Defendants violated Labor Code sections 98.6 and 246.5 with respect to Plaintiff by unlawfully retaliating against him for requesting and attempting to use accrued sick leave in relation to a workplace injury.

Labor Code section 246.5(c)(1) explicitly prohibits employers from denying an employee the right to use accrued sick days, and mandates that an employer shall not "discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using accrued sick days [or] attempting to exercise the right to use accrued sick days." Furthermore, Labor Code section 98.6 broadly protects employees from retaliation,

discrimination, or adverse employment actions for exercising their protected rights under the Labor Code.

Plaintiff suffered a foot injury and required time off from work, a fact of which his manager was fully aware. Upon returning to work, Plaintiff presented a valid doctor's note documenting the medical necessity of the absence. Despite the fact that Plaintiff had accrued sick leave available for use, Defendants unlawfully denied his request for sick pay. Compounding this violation, in direct retaliation for attempting to exercise his protected right to use accrued sick leave, Defendants immediately terminated Plaintiff without cause upon his return to the facility.

Labor Code section 98.6(b)(3) provides for specific civil penalties of up to \$10,000 per violation. As a result of Defendants' unlawful retaliatory actions, Plaintiff may recover these specific civil penalties, alongside all other applicable PAGA civil penalties as an individual and on behalf of the State of California and the aggrieved employees.

Attorneys' Fees and Costs
Labor Code § 2699(k)(1)

Plaintiff has been compelled to retain the services of counsel to protect the interests of other covered employees and the State of California. Plaintiff continues to incur attorneys' fees and costs, which are recoverable under California law, including Labor Code section 2699(k)(1).

- LITIGATION HOLD NOTICE -

This letter imposes a duty upon all defendants and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the covered employees specified in this notice. Evidence includes, but is not limited to, Defendants' written employment and payroll policies and handbooks; the covered employees' personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronic data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

If you have any questions regarding the scope of your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly

scheduled purges or deletions of information covered by this hold must be suspended immediately.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the covered employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendants may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,

A handwritten signature in blue ink, reading "Andrew T. Katseanes", is displayed on a light blue rectangular background.

Andrew T. Katseanes

Cc Plaintiff Kyle A. Dowden
Dora Ramirez, HR and Support Services Clerk, dora@ssivc.com