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Attorneys for Plaintiff
RODRIGO NONATO-REYES

Electronically FILED by Superior Court of California, County of Los Angeles 9/28/2026 5:28 PM David W. Slayton, Executive Officer/Clerk of Court, By M. Marquez, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

RODRIGO NONATO-REYES, as an individual and on behalf of all other current and former Aggrieved Employees,

Plaintiff,

vs.

LIFESOURCE WATER SYSTEMS, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 26STCV30633

REPRESENTATIVE ACTION COMPLAINT:

(1) CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 *et seq.*)

UNLIMITED CIVIL CASE

Plaintiff Rodrigo Nonato-Reyes ("Plaintiff") on behalf of himself and all other current and former Aggrieved Employees, hereby brings this Representative Action Complaint against Defendant Lifesource Water Systems, Inc., a California corporation, and DOES 1 to 100, inclusive (collectively "Defendants"), and on information and belief alleges as follows:

JURISDICTION

1. Plaintiff, on behalf of himself and all other current and former Aggrieved Employees, hereby brings this action for recovery of civil penalties under California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Cal. Labor Code § 2698, *et seq.* This action is brought pursuant to California Code of Civil Procedure section 382. This Court has jurisdiction over Defendants' violations of the California Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

VENUE

2. Venue is proper in this judicial district pursuant to California Code of Civil Procedure sections 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the County of Los Angeles. Defendants transact business within the County of Los Angeles and/or otherwise are found within the County of Los Angeles, and Defendants are within the jurisdiction of this Court for purposes of service of process.

PARTIES

3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was, and currently is, a California resident. During the one year immediately preceding Plaintiff giving the required notice under the PAGA, and within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.

4. Plaintiff is informed and believes, and based thereon alleges, that during the one year immediately preceding Plaintiff giving the required notice under the PAGA and continuing to the present, Defendants did (and continue to do) business by manufacturing water filtration systems. Defendants employed Plaintiff and other similarly-situated non-exempt employees

within county of Los Angeles and the state of California and therefore, were (and are) doing business in the County of Los Angeles and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Aggrieved Employees to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and the Aggrieved Employees.

7. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the Aggrieved Employees.

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GENERAL FACTUAL ALLEGATIONS

9. Plaintiff, a current non-exempt employee, began his employment with Defendants in about May 2025. Plaintiff's job title is "Installer Apprentice/Technician" and his primary job duties are installing water filtration systems and plumbing.

10. Plaintiff is generally scheduled to work several days a week from 6:00 a.m. to 4:30 p.m. Defendants require Plaintiff to keep track and record of his time worked by clocking in and out on a website accessed via cellular telephone.

11. During his employment with Defendants, Plaintiff was not paid for all time worked. Specifically, Plaintiff performed work while he was off-the-clock. Plaintiff spent approximately 15 minutes before his shift preparing for the workday by loading the work truck with necessary tools and materials. Further, Plaintiff regularly performed work while clocked out for his meal periods. As a result of Defendants' policies and practices, Plaintiff was deprived of all required minimum wages and, on occasions when he worked over eight hours in a day and/or forty hours in a workweek, all overtime wages owed.

12. Plaintiff often works in excess of eight hours per workday and/or more than 40 hours per workweek, but does not receive overtime compensation equal to one and one-half times his regular rate of pay for all such overtime hours and sick pay wages. Specifically, Plaintiff received bonuses and/or other forms of pay not excludable as a matter of law when calculating an employee's regular rate (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay"). Despite Defendants' payment of Incentive Pay to Plaintiff, Defendants failed to include all forms of Incentive Pay when calculating Plaintiffs' regular rate of pay, thereby causing Plaintiff to be underpaid all of his required and legally owed overtime wages and sick pay wages.

13. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided legally compliant meal periods due to Defendants' meal period policies and practices, and work demands. Plaintiff's meal periods regularly took place after the end of the fifth hour of work and were interrupted, and Plaintiff was required to be available by telephone and/or walkie talkie

during his meal periods, thus remaining under Defendants' control. Additionally, Defendants failed to provide second duty-free, 30-minute meal periods when Plaintiff and other non-exempt employees worked shifts in excess of 10.0 hours. Despite these violations, Defendants failed to pay Plaintiff and other non-exempt employees an additional hour of premium pay at their respective regular rates of pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7.

14. In addition, throughout Plaintiff's employment with Defendants, Plaintiff was not authorized and permitted to take legally required rest periods due to Defendants' unlawful rest period policies and practices. Specifically, when Plaintiff worked shifts in excess of 3.5 hours, they were not provided a paid rest period for every 4-hour period worked, or *major fraction thereof*, as they were required to work through their rest periods. Despite these violations, Defendants failed to pay an additional hour of premium pay to Plaintiff and other non-exempt employees at their respective regular rates of pay for each violation, as required by California Labor Code § 226.7.

15. As a result of Defendants' failure to pay all overtime wages, minimum wages, and meal and rest period premium wages, Defendants maintained inaccurate payroll records for Plaintiff and other non-exempt employees, and issued inaccurate wage statements.

16. As a result of all of the aforementioned Labor Code violations, Defendants are liable for civil penalties under the Labor Code Private Attorney General Act.

FIRST CAUSE OF ACTION

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(AGAINST ALL DEFENDANTS)

17. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

18. Defendants have committed several Labor Code violations against Plaintiff and other Aggrieved Employees. Plaintiff, an "Aggrieved Employee" within the meaning of Labor Code § 2698 et seq., acting on behalf of himself and other Aggrieved Employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the other aggrieved employees, and the State of California according to proof pursuant to Labor Code §

2699 (a) and (f) including, but not limited to: (1) $250.00 for each initial violation and $1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (2) no less than $25.00 and up to $200.00 for each aggrieved employee per pay period pursuant to Labor Code § 2699(f) for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

a) Defendants violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Plaintiff and other aggrieved employees the statutory minimum wage for all hours worked;

b) Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Plaintiff and other aggrieved employees all overtime compensation earned;

c) Defendants violated Labor Code § 246(l) by failing to pay Plaintiff and other aggrieved employees all sick leave wages owed;

d) Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Plaintiff and other aggrieved employees;

e) Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved employees;

f) Defendants violated Labor Code § 226 *et seq*. by failing to issue accurate, itemized wage statements to Plaintiff and other aggrieved employees; and

g) Defendants violated Labor Code § 1174 by failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees

19. On July 24, 2026, Plaintiff notified Defendants via certified mail, and the California Labor and Workforce Development Agency ("LWDA") via e-mail, of Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim for civil penalties under California Labor Code § *2698, et seq.* with respect to violations of the California Labor Code identified in Paragraph 18 (a)-(g). Attached hereto as **Exhibit 1** is a true and correct copy

of the July 24, 2026 correspondence. Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Labor Code Private Attorneys General Act with respect to these violations.

20. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which he is entitled to recover under California Labor Code § 2699(g).

PRAYER

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

1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) $100.00 for each initial violation for each failure to pay each employee and $200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) $250.00 for each initial violation and $1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (3) $50.00 for each initial violation and $100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (4) no less than $5,000.00 and up to $25,000.00 for each violation pursuant to Labor Code § 226.8(b) and (c); and/or (5) no less than $25.00 and up to $200.00 for each aggrieved employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations cited in Paragraph 18 (a)-(g) above;

2. Upon the First Cause, for attorneys' fees and costs as provided by Labor Code §2699(k), and Code of Civil Procedure § 1021.5; and

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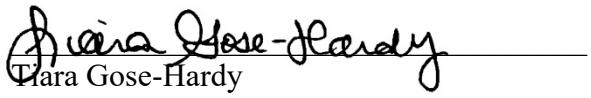
3. For such other and further relief the Court may deem just and proper.

Dated: September 28, 2026

Respectfully submitted,
LIDMAN LAW, APC

By: 
Tiara Gose-Hardy

Attorneys for Plaintiff
RODRIGO NONATO-REYES

EXHIBIT 1

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LIDMAN LAW
2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245
OFFICE: (424) 322-4772
FAX: (424) 322-4775

July 24, 2026

VIA LWDA WEBSITE
Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED
Lifesource Water Systems, Inc., a California corporation
c/o Cherie Harris, Registered Agent
911 E. Colorado Blvd., Ste. 100
Pasadena, CA 91106

Re: *Rodrigo Nonato-Reyes v. Lifesource Wayer Systems, Inc., a California corporation*

To Whom It May Concern:

Please be advised that this law firm represents Rodrigo Nonato-Reyes in claims arising from his employment with Lifesource Water Systems, Inc., a California corporation ("Defendant"). Mr. Nonato-Reyes is an "aggrieved employee" as defined by Labor Code sections 2699, *et seq*. due to Defendant's numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, an "aggrieved employee" should be considered to include all current and former hourly-paid employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement and/or other date approved by the Court.

Mr. Nonato-Reyes, a current non-exempt employee, began his employment with Defendant in about September 2025. Mr. Nonato-Reyes's job title is Installer Apprentice/Technician, and his job primary job duties are installing water filtration systems and plumbing.

Mr. Nonato-Reyes is generally scheduled to work several days a week from 6:00 a.m. to 4:30 p.m. Defendant requires Mr. Nonato-Reyes and other hourly, non-exempt employees to keep track and record of their time worked by clocking in and out on a website accessed via cellular telephone.

During Mr. Nonato-Reyes's employment with Defendant, Mr. Nonato-Reyes and other hourly, non-exempt employees were not paid for all time worked. Specifically, Mr. Nonato-Reyes and other hourly, non-exempt employees performed work while they were off-the-clock. Mr. Nonato-Reyes spent approximately 15 minutes before his shift preparing for the workday by loading the work truck with

necessary tools and materials. Further, Mr. Nonato-Reyes and other hourly, non-exempt employees regularly performed work while clocked out for their meal periods. As a result of Defendant' policies and practices, Mr. Nonato-Reyes and other hourly, non-exempt employees were deprived of all required minimum wages and, on occasions when they worked over eight hours in a day and/or forty hours in a workweek, all overtime wages owed.

Mr. Nonato-Reyes and other hourly, non-exempt employees often work in excess of eight hours per workday and/or more than 40 hours per workweek, but do not receive overtime compensation equal to one and one-half times their regular rate of pay for all such overtime hours and sick pay wages. Specifically, Mr. Nonato-Reyes and other hourly, non-exempt employees received bonuses and/or other forms of pay not excludable as a matter of law when calculating an employee's regular rate (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay"). Despite Defendant's payment of Incentive Pay to Mr. Nonato-Reyes and other hourly, non-exempt employees, Defendant failed to include all forms of Incentive Pay when calculating Mr. Nonato-Reyes's and other hourly, non-exempt employees' regular rate of pay, thereby causing Mr. Nonato-Reyes and other hourly, non-exempt employees to be underpaid all of their required and legally owed overtime wages and sick pay wages.

Throughout Mr. Nonato-Reyes's employment with Defendant, Mr. Nonato-Reyes and other hourly, non-exempt employees were not provided legally compliant meal periods due to Defendant's meal period policies and practices, and work demands. Mr. Nonato-Reyes's and other hourly, non-exempt employees' meal periods regularly took place after the end of the fifth hour of work and were interrupted. Mr. Nonato-Reyes and other hourly, non-exempt employees were also required to be available by telephone and/or walkie talkie during their meal periods, thus remaining under Defendant's control. Additionally, Defendant failed to provide second duty-free, 30-minute meal periods when Mr. Nonato-Reyes and other non-exempt employees worked shifts in excess of 10.0 hours. Despite these violations, Defendant failed to pay Mr. Nonato-Reyes and other non-exempt employees an additional hour of premium pay at their respective regular rates of pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7.

In addition, throughout Mr. Nonato-Reyes's employment with Defendant, Mr. Nonato-Reyes and other hourly, non-exempt employees were not authorized and permitted to take legally required rest periods due to Defendant's unlawful rest period policies and practices. Specifically, when Mr. Nonato-Reyes and other hourly, non-exempt employees worked shifts in excess of 3.5 hours, they were not provided a paid rest period for every 4-hour period worked, or *major fraction thereof*, as they were required to work through their rest periods. Despite these violations, Defendant failed to pay an additional hour of premium pay to Mr. Nonato-Reyes and other non-exempt employees at their respective regular rates of pay for each violation, as required by California Labor Code § 226.7.

As a result of Defendant's failure to pay minimum and overtime wages, as well as meal and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Nonato-Reyes and other hourly, non-exempt employees.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 1 ("Wage Order 1"):

Minimum Wage Violations

Defendant was required to pay Mr. Nonato-Reyes and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197, 1197.1; The Wage Order 1, § 4. Mr. Nonato-Reyes and other aggrieved employees were not paid for all hours worked due to Defendant's unlawful practices and procedures. As alleged above, Defendant's unlawful policies and procedures required Mr. Nonato-Reyes and other Aggrieved Employees to perform work duties outside of their work hours. These practices by Defendant resulted in Defendant not paying Mr. Nonato-Reyes and other aggrieved employees for all wages owed for the work they performed, including failing to pay them all required minimum wages.

Overtime Violations

Defendant was required to pay Mr. Nonato-Reyes and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 1, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first 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." This Section further provides, "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." As alleged above, Defendant failed to pay Mr. Nonato-Reyes and other aggrieved employees for all hours worked. As a result of Defendant's policies and/or practices that fail to compensate for all hours worked and at the proper rate, Mr. Nonato-Reyes and other aggrieved employees were deprived all required overtime wages earned.

Sick Leave Wage Violations

Defendant was required to calculate paid sick leave for non-exempt employees in the same manner as the regular rate of pay for the workweek in which the employee used paid sick time. *See* Labor Code § 246(l). Defendant failed to pay Mr. Nonato-Reyes and other aggrieved employees sick leave wages at the regular rate of pay. As a result of Defendant's policies and/or practices that fail to sick leave pay at the regular rate of pay, Mr. Nonato-Reyes and other aggrieved employees were deprived of all required sick leave wages earned.

Meal Period Violations

As alleged above, Defendant failed to provide Mr. Nonato-Reyes and other Aggrieved Employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. Specifically, Mr. Nonato-Reyes's and other Aggrieved Employees' meal periods were often interrupted and they were not provided a second meal period when working shifts longer than 10.0 hours. As a result, Mr. Nonato-Reyes and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with … [an] order of the Industrial Welfare Commission … the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."). Although Mr. Nonato-Reyes and other Aggrieved Employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Mr. Nonato-Reyes and other Aggrieved Employees with the

required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant also failed to authorize and permit Mr. Nonato-Reyes and other Aggrieved Employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 12. As alleged above, Defendant's rest period policies/practices fail to authorize and permit all 10-minute rest periods for every four hours worked, or *major fraction thereof*. As a result, Mr. Nonato-Reyes and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Nonato-Reyes and other Aggrieved Employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and overtime wages earned, as well as meal and rest period premiums, all in violation of Labor Code § 226 *et seq*. Defendant's failure to furnish Mr. Nonato-Reyes and other Aggrieved Employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages earned, and meal and rest period premium wages, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

As an "aggrieved employee," Mr. Nonato-Reyes will initiate a civil action on behalf of himself and other Aggrieved Employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Nonato-Reyes's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

a) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Mr. Nonato-Reyes and other aggrieved employees the statutory minimum wage for all hours worked;

b) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Nonato-Reyes and other aggrieved employees all overtime compensation earned;

c) Defendant violated Labor Code § 246(l) by failing to pay Mr. Wood and other aggrieved employees all sick leave wages owed;

d) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Mr. Nonato-Reyes and other aggrieved employees;

e) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Mr. Nonato-Reyes and other aggrieved employees;

f) Defendant violated Labor Code § 226 *et seq*. by failing to issue accurate, itemized wage statements to Mr. Nonato-Reyes and other aggrieved employees; and

g) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Nonato-Reyes and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,

LIDMAN LAW, APC



Scott M. Lidman