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Clerk of the Superior Court
By M. Alvarez ,Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

CHARLES NESBY, on behalf of the State of California and Aggrieved Employees,

Plaintiff,

vs.

LTS MANAGED TECHNICAL SERVICES LLC doing business as LEDCOR GROUP

Defendant

Case No. 26CU052119C

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

DEMAND FOR JURY TRIAL

Plaintiff Charles Nesby ("Plaintiff") on behalf of the State of California and Aggrieved Employees, complains and alleges as follows:

INTRODUCTION

1. Plaintiff brings this enforcement action against Defendant LTS Managed Technical Services LLC doing business as Ledcor Group ("Defendant") on behalf of the State of California to collect penalties as a result of Defendant's systematic violations of California labor law with respect to Defendant's non-exempt hourly workers in the State of California (the "Aggrieved Employees").

2. Plaintiff challenges Defendant's policies and practices of (1) failing to pay Plaintiff and Aggrieved Employees minimum wage; (2) failing to pay Plaintiff and Aggrieved Employees at the appropriate overtime rate for all hours worked above eight (8) per day and/or forty (40) per week; (3) failing to provide and/or make available meal periods to Plaintiff and Aggrieved Employees or pay requisite premiums in lieu thereof; (4) failing to authorize and permit rest periods to Plaintiffs and Aggrieved Employees or pay requisite premiums in lieu thereof; (5) failing to provide Plaintiff and Aggrieved Employees accurate itemized wage statements; and (6) failing to timely pay final wages.

3. Plaintiff, on behalf of the State of California, seeks to recover penalties, injunctive relief, and reasonable attorneys' fees for these violations pursuant to Sections 2699(a) and (f) of the California Labor Code Private Attorneys General Act ("PAGA").

PARTIES

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

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

6. Plaintiff has been employed by Defendant as an hourly paid, non-exempt Field Engineer since 2019. Plaintiff provided services to Defendant's clients at worksites throughout Southern California.

7. Defendant is a Delaware for-profit corporation and maintains its headquarters in San Diego, California. Defendant may be served with process by serving its resident agent, Corporation

Service Company Which Will Do Business in California as CSC – Lawyers Incorporating Service, at 2170 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833

8. Defendant employs and/or employed Plaintiff and Aggrieved Employees because Defendant, directly or indirectly, controls the employment terms, including pay practices, of Plaintiff and Aggrieved Employees.

9. Each and every one of the acts and omissions alleged herein were performed by, and/or attributable to, Defendant, acting through its agents and/or employees, and that said acts and failures to act were within the course and scope of said agency, employment, and/or direction and control.

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

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

JURISDICTION AND VENUE

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

13. This Court has jurisdiction over Plaintiff's claims pursuant to the Cal. Lab. Code and the applicable IWC Wage Orders. The Court also has jurisdiction over Defendant because they are a corporation authorized to do business in the State of California, and because, in fact, do business and employ workers in the State of California.

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FACTUAL ALLEGATIONS

14. Defendant is a diversified construction company, providing services to civil & infrastructure, oil & gas, pipeline, building, mining, power, and telecommunications sectors. Defendant conducts its operations at worksites throughout California and employs Plaintiff and Aggrieved Employees throughout California.

15. Plaintiff has been employed by Defendant as a Field Engineer since 2019 and is paid an hourly rate of approximately $40.00 per hour. Although Plaintiff's shifts vary in length, he usually works at least eight (8) hours or more per day, five (5) days per week.

16. Plaintiff's duties as a Field Engineer include, *inter alia*, setting up and installing new server, internet, and intranet networks; running Ethernet or fiber optic cable through walls and ceilings; installing patch cables and terminating cables; mounting network racks and cabinets; installing switches and network access points; troubleshooting issues in preexisting networks, maintenance to preexisting networks, replacement of faulty network components, and upgrading preexisting networks to improve bandwidth or add new network locations or connections.

17. Plaintiff's workday consists of driving to the various worksites assigned by Defendant each day. Due to the nature of Plaintiff's work, Plaintiff's shifts begin the moment he gets into his car for the drive to the worksite. On average, Plaintiff must drive at least two hours to arrive at the worksites, but this drive time can extend to approximately four (4) hours or more on occasion. Due to Defendant's staffing issues, Plaintiff provides services on behalf of Defendant for a large geographical area. On arrival at the worksite, Plaintiff must liaise with the client to obtain temporary badges granting Plaintiff access to the worksite. Once access has been granted, Plaintiff can begin his work tasks, depending on the client's network needs.

18. Plaintiff's work begins by setting up a voice or video call with an off-site engineer or tech for the telecom company that provides network connectivity services to the client. Plaintiff is not allowed to perform any work on a client's network until the communication with the telecom company has been set up. Once that call has been established, Plaintiff may then begin his additional work tasks, which must be completed while the line is open with the telecom company. Once Plaintiff has finished work for the day, he heads to his company truck to begin the long drive home.

Plaintiff clocks out from his shift when he arrives home.

19. Defendant fails to provide Plaintiff and Aggrieved Employees with code-compliant meal periods and does not keep accurate records regarding meal periods. Defendant assigns Plaintiff and Aggrieved Employees unrelenting workload expectations that do not allow Plaintiff and Aggrieved Employees to take compliant meal periods. Once Plaintiff and Aggrieved Employees arrive at worksites, Plaintiff and Aggrieved Employees must toil without rest until tasks are complete to ensure that access to worksites is fully taken advantage of and to avoid communication issues with off-site techs and engineers that would happen if they sever communications for a meal period. For instance, if Plaintiff is setting up a network test, uninterrupted communication with the off-site tech or engineer from the telecom company needs to be established for the duration of the test. Plaintiff cannot simply pause the test to take a compliant meal period. Thus, Plaintiff and Aggrieved Employees must resort to taking their meal periods after the fifth hour of work, not free from Defendant's control, many times during their drive back home, or simply work all day without taking a meal period at all. This failure to provide compliant meal periods is commonplace and most if not all of Plaintiff's and Aggrieved Employees' shifts end without a compliant meal period.

20. Defendant also fails to provide uninterrupted meal periods to Plaintiff and Aggrieved Employees. Plaintiff and Aggrieved Employees are rarely able to take compliant meal periods. During any meal periods taken before their fifth hour of work, Plaintiff's and Aggrieved Employees are often interrupted with requests from other employees or off-site techs related to ongoing network repairs or maintenance that require immediate attention and cannot wait for Plaintiff and Aggrieved Employees to finish their thirty (30) minute periods.

21. Because Defendant does not schedule meal periods for Plaintiff and Aggrieved Employees, other employees remain at work and require assistance from Plaintiff and Aggrieved Employees with these matters.

22. As a result, Plaintiff and Aggrieved Employees are not provided duty-free, uninterrupted, and timely thirty (30) minute meal periods by the end of the fifth hour of work.

23. For the same or similar reasons, Plaintiff and Aggrieved Employees are forced to remain on-duty and/or entirely skip their rest periods.

24. Despite failing to provide Plaintiff and Aggrieved Employees with code-complaint meal and rest periods, Defendant does not pay Plaintiff and Aggrieved Employees one additional hour of pay at their regular rate of compensation for each workday that a compliant meal and/or rest period is not provided. Defendant's failure to timely pay earned premium wages for missed and/or noncompliant meal and rest periods is willful and/or intentional.

25. Plaintiff is informed, believes, and thereon alleges that Defendant utilizes and applies these meal and rest break policies and practices across all of Defendant's facilities and worksites throughout California.

26. Throughout the relevant time period, Defendant denied Plaintiff and Aggrieved Employees payment for all hours worked. Defendant's policies and practices cause Plaintiff and Aggrieved Employees to perform work while off-the-clock during their meal periods. Defendant automatically deducts thirty (30) minutes from Plaintiff's and Aggrieved Employees' daily work time to compensate for what would be Plaintiff's and Aggrieved Employees' meal periods. However, Plaintiff and Aggrieved Employees rarely take compliant, thirty (30)minute meal periods, as Defendant does not have policies or procedures in place to ensure that Plaintiff and Aggrieved Employees are able to take compliant meal periods. Instead, Plaintiff and Aggrieved Employees perform work at Defendant's clients' worksites interruptedly to ensure that tasks are completed within the limited time that access to worksites is available to Plaintiff and Aggrieved Employees. Thus, Plaintiff cannot simply pause the test to take a compliant meal period.

27. Moreover, despite regularly working shifts lasting longer than eight hours, Defendant does not pay Plaintiff and Aggrieved Employees overtime wages for all hours worked above eight (8) per day and/or forty (40) per week. Particularly, because the time spent by Plaintiff and Aggrieved Employees working during their meal periods is not accounted for in their paystubs, much of this time would drive Plaintiff and Aggrieved Employees into overtime, which would need to be compensated at the appropriate overtime rate.

28. Defendant's common course of wage-and-hour abuse also includes routinely failing to maintain true and accurate records of the hours worked by Plaintiff and Aggrieved Employees. In particular, Defendant fails to record the hours Plaintiff and Aggrieved Employees worked off-

the-clock.

29. Defendant's failure to record and pay for all hours worked, failure to pay all overtime wages, and failure to provide compliant meal and rest breaks also result in a failure to provide Aggrieved Employees, including Plaintiff, accurate itemized wage statements as required by California law. The wage statements Defendant provides are not accurate because they do not reflect payment for all hours worked, including minimum wage, straight time, and overtime compensation, and premium pay for missed meal breaks and rest breaks paid to Plaintiff and Aggrieved Employees.

30. Defendants do not provide Plaintiff and Aggrieved Employees who are former employees of Defendants with full payment of all wages owed upon separation from employment. Defendants fail to provide Plaintiff and Aggrieved Employees with all earned wages, including overtime wages, and premium wages for missed or noncompliant meal and rest periods, within the required time period. As a result, and pursuant to the California Labor Code, Defendants are subject to waiting time penalties.

31. On information and belief, Aggrieved Employees are employed by Defendant and perform work materially similar to Plaintiff.

32. On information and belief, Aggrieved Employees report to facilities owned, operated, or managed by Defendant to perform their jobs.

33. On information and belief, Aggrieved Employees perform their jobs under Defendant's supervision using materials and technology approved and supplied by Defendant.

34. On information and belief, Aggrieved Employees are required to follow and abide by Defendant's common work, time, and pay policies and procedures in the performance of their job duties.

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

36. Defendant pays Aggrieved Employees on an hourly rate basis.

37. Defendant's method of paying Plaintiff and Aggrieved Employees is willful and not

based on a good faith and reasonable belief that their conduct complies with California law.

38. Defendant's unlawful conduct has been widespread, repeated, and consistent among Defendant's hourly non-exempt employees.

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

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

FIRST CAUSE OF ACTION

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

Failure to Pay All Hours Worked

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

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

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

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

43. Cal. Lab. Code § 200 defines wages as "all amounts for labor performed by

employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or method of calculation."

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

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

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

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

48. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in which Plaintiff and an Aggrieved Employee were aggrieved, in the amounts established by those sections, including but not limited to penalties under Cal. Lab. Code § 210. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code §§ §§ 1194, 1197, 1197.1, and IWC Wage Order 16-2001, and any other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a), for Defendant's failure to pay straight time wages.

49. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on July 22, 2026, Plaintiff provided the Labor and Workforce Development Agency ("LWDA") with notice of his intention to file this claim. On this same date, Plaintiff mailed Defendant a copy of such notice via certified mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

50. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees. Plaintiff also seeks injunctive relief on behalf of the State, other Aggrieved Employees to prohibit Defendant's continuing violations of California's labor laws, including failing to

compensate Aggrieved Employees for all hours worked.

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

52. Wherefore, Plaintiff requests relief as hereinafter provided.

SECOND CAUSE OF ACTION

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

Failure to Pay Overtime Premiums

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

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

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

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

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

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

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

> Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon,

reasonable attorney's fees, and costs of suit.

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

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

59. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on July 22, 2026, Plaintiff provided the Labor and Workforce Development Agency ("LWDA") with notice of his intention to file this claim. On this same date, Plaintiff mailed Defendant a copy of such notice via certified mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

60. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees. Plaintiff also seeks injunctive relief on behalf of the State, other Aggrieved Employees to prohibit Defendant's continuing violations of California's labor laws, including failing to compensate Aggrieved Employees for overtime work at the lawful rate.

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

62. Wherefore, Plaintiff requests relief as hereinafter provided.

THIRD CAUSE OF ACTION

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

Failure to Provide Meal Periods

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

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

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

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

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

66. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 16-2001 require Defendants to authorize, permit, and/or make available timely and compliant meal periods to their employees. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 16-2001 prohibit employers from employing an employee for more than five (5) hours without a meal period of not less than thirty (30) minutes, and from employing an employee more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes.

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

68. To the extent that any violation alleged herein does not carry penalties under Cal. Lab. Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in which Plaintiff and Aggrieved Employees were aggrieved, in the amounts established by

Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code §§ 226.7, 512, 1198, IWC Wage Order 16-2001, and any other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a).

69. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on July 22, 2026, Plaintiff provided the LWDA with notice of his intention to file this claim. On this same date, Plaintiff mailed Defendant a copy of such notice via certified mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

70. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees. Plaintiff also seeks injunctive relief on behalf of the State, other Aggrieved Employees to prohibit Defendant's continuing violations of California's labor laws, including failing to compensate Aggrieved Employees for missed, late, and/or interrupted meal periods.

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

72. Wherefore, Plaintiff requests relief as hereinafter provided.

FOURTH CAUSE OF ACTION

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

Failure to Provide Rest Periods

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

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

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

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

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

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

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

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

78. Despite these requirements, Defendant knowingly and willfully refuses to perform their obligation to provide or make available to Plaintiff and Aggrieved Employees the ability to take the rest breaks to which they are entitled. When Plaintiff attempts to take a rest period, such rest periods were interrupted or cut short.

79. To the extent that any violation alleged herein does not carry penalties under Cal. Lab. Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in which Plaintiff and Aggrieved Employees were aggrieved, in the amounts established by Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code §§ 226.7, 512, 1198, IWC Wage Order 16-2001, and any other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a).

80. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on July 22, 2026, Plaintiff provided the LWDA with notice of his intention to file this claim. On this same date, Plaintiff mailed Defendant a copy of such notice via certified mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

81. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees. Plaintiff also seeks injunctive relief on behalf of the State, other Aggrieved Employees to prohibit Defendant's continuing violations of California's labor laws, including failing to compensate Aggrieved Employees for missed, late, and/or interrupted rest periods.

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

83. Wherefore, Plaintiff requests relief as hereinafter provided.

FIFTH CAUSE OF ACTION

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

Failure to Provide True and Accurate Itemized Wage Statements

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

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

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

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

86. Cal. Lab. Code § 226(a) provides:

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

rate by the employee…

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

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

88. Cal. Lab. Code § 226.3 provides:

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

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

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

> [Employers shall] [k]eep, at a central location in the state or at the plants or establishments at which employees are employed, 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. These records shall be kept in accordance with rules established for this purpose by the commission…

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

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

92. IWC Wage Order 16-2001, Section 7, provides, in relevant part:

> (A) Every employer who has control over wages, hours, or working conditions shall keep accurate information with respect to each employee including the following:
> (3) … Time records showing when the employee begins and ends each work period….
> (4) Total wages paid each payroll period…
> (5) Total hours worked during the payroll period and applicable rates of pay…
> (B) Every employer who has control over wages, hours, or working conditions shall semimonthly or at the time of each payment of wages furnish each employee an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item. (See Labor Code Section 226.) This information shall be furnished either

separately or as a detachable part of the check, draft, or voucher paying the employee's wages….

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

94. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for each pay period in which Plaintiff and an Aggrieved Employees were aggrieved, in the amounts established by those sections, including but not limited to penalties under Cal. Lab. Code §§ 226.3, 226(e)(1), and 1174.5. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for Plaintiff and Aggrieved Employees for each failure by Defendant, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a). Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendant, alleged above, to maintain records in compliance with Cal. Lab. Code §§ 226 and 1174 and IWC Wage Order 16-2001.

95. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on July 22, 2026, Plaintiff provided the LWDA with notice of his intention to file this claim. On this same date, Plaintiff mailed Defendant a copy of such notice via certified mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

96. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and himself.

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

98. Wherefore, Plaintiff requests relief as hereinafter provided.

SIXTH CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699

Waiting Time Penalties

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

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

100. Cal. Lab. Code § 2699(a) provides:

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

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

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

102. Cal. Lab. Code §§ 201 and 202 require employers to immediately pay wages earned and unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after he or she quits, at the latest.

103. Cal. Lab. Code § 256 provides: "The Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days' pay as waiting time under the terms of Section 203."

104. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendants, as alleged above, to timely pay all wages owed to Plaintiff and the Aggrieved Employees in compliance with Cal. Lab. Code §§ 201-202 and in the amounts established by Cal.

Lab. Code §§ 203 and 256.

105. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on July 22, 2026, Plaintiff provided the LWDA with notice of his intention to file this claim. On this same date, Plaintiff mailed Defendants a copy of such notice via certified mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

106. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and himself.

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

108. Wherefore, Plaintiff requests relief as hereinafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

a. For the Court to declare, adjudge, and decree that Defendant has violated the Cal. Lab. Code as alleged herein;

b. For an order awarding the State of California, Plaintiff, and Aggrieved Employees civil penalties provided under the PAGA;

c. For injunctive relief, prohibiting Defendant from continuing its policies and practices determined to be violations of the Cal. Lab. Code;

d. For an award of reasonable attorneys' fees as provided by the Cal. Lab. Code § 2699; Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;

e. For all costs of suit; and

f. For such other and further relief as this Court deems just and proper.

Dated: September 30, 2026 Respectfully Submitted,



Carolyn H. Cottrell
Esther L. Bylsma
Helen M. You
SCHNEIDER WALLACE
COTTRELL KIM LLP

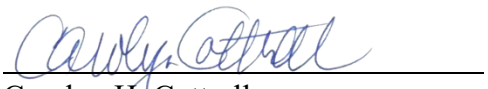
Attorneys for Plaintiff, on behalf of the State of California and Aggrieved Employees

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Dated: September 30, 2026

Respectfully Submitted,



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