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Attorneys for Plaintiff LUIS ENRIQUE GUZMAN,
on behalf of himself and current and former aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LUIS ENRIQUE GUZMAN, on behalf of himself
and current and former aggrieved employees,

Plaintiff,

vs.

AEROTEK, INC., VALMONT COATINGS,
INC.; and DOES 1 to 100, inclusive,

Defendants.

Case No.: **26STCV30671**

PAGA ACTION

**PLAINTIFF LUIS ENRIQUE
GUZMAN'S COMPLAINT FOR:**

- CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

COMES NOW Plaintiff LUIS ENRIQUE GUZMAN ("Plaintiff"), who alleges and
complains against Defendants AEROTEK, INC. and VALMONT COATINGS, INC.; and DOES 1
to 100, inclusive (collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, himself
and other current and former employees of Defendants who worked as hourly non-exempt
employees in California ("aggrieved employees") at any time since July 22, 2025 and continuing
into perpetuity ("relevant time period") seeking civil penalties associated with Defendants' violation
of the Labor Code based on Defendants' failure to pay wages for all hours worked at minimum wage

1 and all overtime hours worked at the overtime rate of pay; failure to pay overtime wages at the
2 proper overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal
3 periods or pay meal period premium wages; failure to authorize or permit all legally required and/or
4 compliant rest periods or pay rest period premium wages; statutory penalties for failure to timely
5 produce requested employment records; indemnification for all necessary expenditures or losses
6 incurred by employees in direct consequence of discharging their duties; failure to pay wages for
7 accrued paid sick time at the regular rate of pay; failure to pay accrued and vested vacation and/or
8 paid-time-off (PTO) wages; statutory penalties for failure to provide accurate wage statements;
9 statutory waiting time penalties in the form of continuation wages for failure to timely pay
10 employees all wages due upon separation of employment.
11

12 2. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
13 Defendants during the relevant time period and suffered the Labor Code violations set forth herein,
14 even if not the exact same manner as other aggrieved employees. Plaintiff experienced these
15 violations personally, as well as is informed and believes other aggrieved employees did as well.
16 Plaintiff seeks civil penalties, reasonable attorneys’ fees pursuant to Labor Code section 2699(g)(1)
17 and costs brought on behalf of Plaintiff, the State of California, and others aggrieved for Defendants’
18 violations of the aggrieved employees’ rights during the relevant time period.
19

20 **II. JURISDICTION AND VENUE**

21 3. This Court has jurisdiction over the claims of Plaintiff and all other current and
22 former aggrieved California-based hourly non-exempt employees because Plaintiff’s lawsuit seeks
23 civil penalties on behalf of himself, all other current and former aggrieved California-based hourly
24 non-exempt employees, and the State of California in excess of thirty-five thousand dollars
25 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-
26 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
27 aggrieved California-based hourly non-exempt employees occurred in locations throughout
28 California, including but not limited to Los Angeles County.

1 4. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees,
2 such as Plaintiff, on behalf of Plaintiff and other current and former aggrieved employees within the
3 relevant time period to bring a civil action to recover civil penalties pursuant to the procedures
4 specified in the Labor Code section 2699.3.

5 5. On or around July 22, 2026, Plaintiff provided written notice pursuant to Labor Code
6 section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violations
7 of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as
8 to Defendants.

9
10 6. To the extent Defendants previously used the notice and cure provisions of Labor
11 Code section 2699.3 within the last twelve (12) months, under section 2699.3(d), then Defendants,
12 or those who have availed themselves of the cure provisions validly, are not eligible to cure the
13 violations discussed herein under section 2699.3 or otherwise use the early evaluation conference
14 process pursuant to section 2699.3(f).

15 7. To the extent Defendants, or either of them, previously used the notice and cure
16 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
17 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
18 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
19 conference process pursuant to section 2699.3(f).

20 8. In the event that Defendants, or either of them, is/are determined to have satisfied
21 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
22 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
23 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

24
25 9. In the event that Defendants, or either of them, is/are determined to have, prior to
26 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
27 and/or his counsel, adequately taken all reasonable steps to be in compliance with all provisions
28

1 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
2 2699(g)(1)-(3).

3 10. In the event that Defendants, or either of them is/are deemed to have adequately taken
4 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
5 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
6 Code section 2699(h)(1)-(3).

7 11. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
8 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
9 calendar days of the July 22, 2026, postmarked date of the herein-described notice sent by Plaintiff
10 to the LWDA and Defendants.
11

12 **III. PARTIES**

13 1. Plaintiff brings this action as a representative of the Labor and Workforce
14 Development Agency on behalf of himself and other current and former employees subject to
15 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
16 filed include current, former and/or future employees of Defendants who work, worked, or will work
17 for Defendants as direct employees as well as temporary employees employed through temp
18 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
19 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
20 Defendants in an hourly position for Defendants from around February 2026 until on or about May
21 2026.
22

23 2. Plaintiff is informed and believes and thereon alleges that Defendant AEROTEK,
24 INC. is authorized to do business within the State of California and is doing business in the State of
25 California and/or that Defendants DOES 1-50 are, and at all times relevant hereto were persons
26 acting on behalf of Defendant AEROTEK, INC. in the establishment of, or ratification of, the
27 aforementioned illegal wage and hour practices or policies. Defendant AEROTEK, INC. operates
28 in Los Angeles County and employed Plaintiff and putative class members in Los Angeles County,

1 including but not limited to, at 2226 E Dominguez St, Carson, CA 90810.

2 3. Plaintiff is informed and believes and thereon alleges that Defendant VALMONT
3 COATINGS, INC. is authorized to do business within the State of California and is doing business
4 in the State of California and/or that Defendants DOES 51-100 are, and at all times relevant hereto
5 were persons acting on behalf of Defendant VALMONT COATINGS, INC. in the establishment of,
6 or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
7 VALMONT COATINGS, INC. operated in Los Angeles County and employed Plaintiff and
8 putative class members in Los Angeles County, including but not limited to, at 2226 E Dominguez
9 St, Carson, CA 90810.
10

11 4. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
12 sues said defendants by said fictitious names and will amend this complaint when the true names
13 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
14 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
15 named defendants is in some manner responsible for the events and allegations set forth in this
16 complaint.

17 5. Plaintiff makes the allegations in this complaint without any admission that, as to
18 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff
19 reserves all of Plaintiff's right to plead in the alternative.
20

21 **FIRST CAUSE OF ACTION**

22 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF** 23 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

24 **(Against all Defendants by Plaintiff on behalf of Themselves, the State of California, and**
25 **Other Current and Former Aggrieved Employees)**

26 6. Plaintiff incorporates all paragraphs above as though fully set forth herein.

27 7. During Plaintiff's employment and continuing through the present, Plaintiff alleges
28 Defendants violated Labor Code sections 201, 202, 203, 226, 226.7, 227.3, 246, 510, 512, 1194,

1 1197, 1198, 1198.5, 2802, and the applicable Wage Orders.

2 8. Specifically, Defendants have committed the following violations of California
3 Labor Code:

4 9. **Failure to pay wages for all hours worked at the legal minimum wage:**
5 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
6 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
7 which includes all time that an employee is under control of the employer and all time the employee
8 is suffered and permitted to work. This includes the time an employee spends, either directly or
9 indirectly, performing services which inure to the benefit of the employer.
10

11 10. Labor Code sections 1194 and 1197 require an employer to compensate employees
12 for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the
13 Wage Orders.

14 11. In this case, Plaintiff and other current and former aggrieved California-based hourly
15 non-exempt employees worked more minutes per shift than Defendants credited them with having
16 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved
17 California-based hourly non-exempt employees all wages at the applicable minimum wage for all
18 hours worked due to Defendants’ policies, practices, and/or procedures including, but not limited
19 to:

20 (a) At times, failing to pay Plaintiff and similarly aggrieved employees all minimum
21 wages as Plaintiff and similarly aggrieved employees were unable to take off duty,
22 thirty- minute, uninterrupted meal periods, often being forced to work through part
23 or all their unpaid meal periods, resulting in significant unpaid wages for time spent
24 working for Defendants.
25

26 (b) At times, failing to pay Plaintiff and similarly situated aggrieved employees all
27 minimum wages as Defendants implemented a time-rounding system that, as applied,
28 systematically deprived Plaintiff and similarly situated aggrieved employees of

1 compensable time because the time-rounding system implemented by Defendants
2 understated the actual compensable work time. At times, Defendants adjusted
3 Plaintiff's and similarly aggrieved employees' time entries and/or instructed them to
4 record only scheduled beginning and end times of their shifts rather than the actual
5 times they began and stopped working, resulting in understating the actual time
6 worked and the underpayment of minimum wages owed to Plaintiff and similarly
7 situated aggrieved employees.

8
9 (c) At times, failing to compensate Plaintiff and other similarly aggrieved employees for
10 all hours worked at the minimum wage, including time spent performing off-the-
11 clock work before clocking in and after clocking out. Specifically, Plaintiff and other
12 aggrieved employees were required to arrive at work prior to clocking in, and remain
13 at work after clocking out, to dispose of trash, clean the floors and tools. This time
14 was not paid by Defendants.

15 12. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
16 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants'
17 control without paying wages for that time. This resulted in Plaintiff and other current and former
18 aggrieved California-based hourly non-exempt employees working time for which they were not
19 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
20 Wage Order.

21
22 13. Employee is further informed and believes, and based thereon alleges, that
23 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.
24 Employer would further be liable for civil penalties pursuant to Labor Code section
25 2699(f)(2)(B)(ii).

26 14. **Failure to pay wages for overtime hours worked at the overtime rate of pay**
27 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of
28 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer

1 is required to pay hourly employees for all “hours worked,” which includes all time that an employee
2 is under control of the employer and all time the employee is suffered and permitted to work. This
3 includes the time an employee spends, either directly or indirectly, performing services that inure to
4 the benefit of the employer.’

5 15. Labor Code sections 510 and 1194 require an employer to compensate employees a
6 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty (40)
7 hours in a workweek, and on any seventh consecutive day of work in a workweek:

8 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
9 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
10 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
11 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
12 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
13 for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a
14 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
15 employee.

16 Labor Code section 510.

17 16. In this case, Defendants failed to pay Plaintiff and other current and former aggrieved
18 California-based hourly non-exempt employees overtime wages for all overtime hours worked due
19 to Defendants’ policies, practices, and/or procedures including, but not limited to:

20 (a) At times, failing to pay Plaintiff and similarly aggrieved employees all overtime
21 wages as Plaintiff and similarly aggrieved employees were consistently unable to take off
22 duty, thirty-minute, uninterrupted meal periods, often being forced to work through part or
23 all their unpaid meal periods, resulting in significant unpaid wages for time spent working
24 for Defendant.

25 (b) At times, failing to pay Plaintiff and similarly aggrieved employees all overtime
26 wages as Defendants implemented a time-rounding system that, as applied, systemically
27 deprived Plaintiff and similarly aggrieved employees of compensable time because the
28 time-rounding system implemented by Defendants understated actual compensable work
time. Defendants adjusted Plaintiff’s and similarly aggrieved employees’ time entries and
or instructed them to record only the scheduled beginning and end times of their shifts rather

1 than the actual times they began and stopped working, resulting in understating actual time
2 worked and the underpayment of overtime owed to Plaintiff and similarly aggrieved
3 employees.

4 (c) At times, failing to compensate Plaintiff and other similarly aggrieved employees for
5 all hours worked at the overtime wage, including time spent performing off-the- clock work
6 before clocking in and after clocking out. Specifically, Plaintiff and other aggrieved
7 employees were required to arrive at work prior to clocking in, and remain at work after
8 clocking out, to dispose of trash, clean the floors and tools. This time was not paid by
9 Defendants.

10 (d) At times, failing to incorporate all non-discretionary remuneration into the regular
11 rate of pay used to calculate the owed overtime rate, resulting in the miscalculation and
12 underpayment of overtime wages owed to Plaintiff and similarly aggrieved employees.
13

14 17. Employee is further informed and believes, and based thereon alleges, that
15 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.
16 Employer would further be liable for civil penalties pursuant to Labor Code section
17 2699(f)(2)(B)(ii).

18 18. The foregoing policies, practices, and/or procedures resulted in time during each
19 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
20 employees were under the control of Defendants but were not compensated. To the extent that the
21 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
22 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
23 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
24 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
25 sections 510, 1194 and 1198, and the applicable Wage Order.
26

27 19. **Failure to pay wages to hourly non-exempt employees for workdays that**
28 **Defendants failed to provide legally required and compliant meal periods and/or failure to**

1 **pay period premium wages:** Plaintiff and other current and former aggrieved California-based
2 hourly non-exempt employees regularly worked shifts of more than five (5) hours in length and
3 shifts of more than ten (10) hours in length.

4 20. California law requires an employer to authorize or permit an employee an
5 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
6 all duties and the employer relinquishes control over the employee's activities prior to the
7 employee's sixth hour of work. Labor Code sections 226.7, 512, and 1198; Wage Order 5 at §11;
8 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ
9 an employee for a work period of more than ten (10) hours per day without providing the employee
10 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
11 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
12 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
13 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
14 of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

15
16 21. If an employer fails to provide an employee a meal period in accordance with the
17 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
18 for each workday that a legally required and compliant meal period was not provided. Labor Code
19 sections 226.7 and 1198; Wage Order 5 at §11.

20
21 22. In this case, Defendants failed to authorize or permit legally required and compliant
22 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
23 exempt employees due to Defendants' policies, practices, and/or procedures, including but not
24 limited to:

25 (a) At times, Plaintiff and similarly aggrieved employees were unable to take
26 timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take
27 late meal periods and/or work through part or all their meal periods due to the nature
28 and constraints of their job duties/lack of relief workers available and or commentary

1 from supervisors pressuring them to take non-compliant breaks or skip breaks
2 completely.

3 (b) At times, Plaintiff and similarly aggrieved employees were instructed by their
4 supervisors to take late meal periods and or work through part or all of their meal
5 periods when the plant was busy. Plaintiff and similarly aggrieved employees were
6 instructed to clock out thirty minutes for these missed or improper meal periods but
7 to continue working/remain on duty.

8 (c) At times, Plaintiff and similarly aggrieved employees were not provided
9 second meal periods despite regularly working shifts of at least ten hours (10) hours
10 and thus being entitled to a second 30-minute, duty free, uninterrupted meal period
11 before the end of the tenth hour of work. Per Defendants' unlawful meal period
12 policy and practice, Defendants only provided a single meal period per shift,
13 regardless of the number of hours worked, and even this single meal period would
14 often be cut short, interrupted, late, worked through, and or on duty due to the nature
15 and constraints of Plaintiff's and similarly aggrieved employees' job duties, lack of
16 relief workers available and or pressure from supervisors to take non-compliant meal
17 breaks or skip meal breaks completely.

18 (d) At times, Defendants failed to permit Plaintiff and similarly aggrieved
19 employees to leave Defendants' premises during their meal periods in violation of
20 California law.

21 (e) At times, Defendants failed to pay Plaintiff and similarly aggrieved
22 employees all meal period premiums earned for noncompliant meal periods.

23 (f) At times, failing to pay premiums to Plaintiff and similarly aggrieved
24 employees for on-duty meal period as Defendants required them to carry and be
25 receptive to company issued walkie talkie/radio during meal periods.

26 (g) At times, failing to incorporate all non-discretionary remuneration into the
27
28

regular rate of pay used to calculate Plaintiff and similarly aggrieved employees' meal period premium rates, resulting in miscalculation and underpayment of meal period premium rates owed to Plaintiff and similarly aggrieved employees.

23. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or procedure of failing to compensate Plaintiff and other current and former aggrieved California-based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt employees did not receive legally required and compliant meal periods, in violation of Labor Code section 226.7.

24. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff and other current and former aggrieved California-based hourly non-exempt employees not receiving wages to compensate them for workdays during which Defendants did not provide them with meal periods in compliance with California law.

25. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

26. **Failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant rest periods and/or failure to pay rest period premium:** Plaintiff and other current and former aggrieved California-based hourly non-exempt employees regularly worked shifts of more than three-and-a-half (3.5) hours.

27. California law requires every employer to authorize and permit an employee a rest period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code section 226.7; Wage Order 5 at §12. Under California law, "[e]mployees are entitled to 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7;

1 Wage Order 5 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.
2 Wage Order 5 at §12. Additionally, the rest period requirement ““obligates employers to permit –
3 and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*
4 (2016) 2 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
5 duties and relinquish control over how employees spend their time. *Id.*

6 28. If the employer fails to authorize or permit a required rest period, the employer must
7 pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the
8 employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage
9 Order 5 at § 12.
10

11 29. In this case, Defendants failed to authorize or permit all legally required and
12 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
13 non-exempt employees due to Defendants’ policies, practices, and/or procedures including, but not
14 limited to:

15 (a) At times, Defendants failed to authorize Plaintiff and similarly aggrieved employees
16 to take rest periods at a rate of every four (4) hours worked or major fraction thereof.

17 (b) At times, Plaintiff and similarly aggrieved employees were not adequately informed,
18 authorized, instructed about, nor permitted an opportunity to take proper rest breaks
19 per California law.

20 (c) At times, Plaintiff’s and similarly aggrieved employees’ rest periods were
21 interrupted, cut short, on duty, and/or late due to the nature and constraints of
22 Plaintiff’s and similarly aggrieved employees’ job duties or commentary from
23 supervisors pressuring them to skip rest breaks completely or take non-compliant rest
24 breaks.
25

26 (d) At times, Defendants pressured Plaintiff and similarly aggrieved employees to
27 complete their work duties according to a designed schedule such that rest breaks
28 were only taken once jobs were completed/as time permitted.

1 (e) At times, Plaintiff and similarly aggrieved employees were not provided third rest
2 periods despite consistently working shifts of ten hours or more and thus being
3 entitled to a third duty-free, paid rest period per each shift of more than ten hours.
4 Plaintiff and similarly aggrieved employees were not always provided compliant
5 first, second nor third rest periods. Per Defendants' unlawful rest period policy and
6 practice, Plaintiff and similarly aggrieved employees were only permitted two rest
7 periods per shift, regardless of the number of hours worked, and even those
8 purportedly allowed rest periods were typically worked through/on duty or otherwise
9 noncompliant with California law.

10
11 (f) Defendants had no policy in place nor instruction as to the taking, timing, or duty-
12 free nature of rest periods.

13 (g) At times, Defendants did not permit Plaintiff and similarly aggrieved employees to
14 leave Defendants' premises during their rest periods in violation of California law.

15 (h) Defendants failed to pay Plaintiff and similarly aggrieved employees a rest period
16 premium for missed/improper rest period in violation of California law.

17 (i) At times, failing to incorporate all non-discretionary remuneration, including but not
18 limited to, multiple base rate of pay and/or other non-discretionary pay into the
19 regular rate of pay used to calculate Plaintiff's and similarly aggrieved employees'
20 rest period premium rates owed to Plaintiff and similarly aggrieved employees.

21 (j) At times, requiring Plaintiff and similarly aggrieved employees to keep and respond
22 to the company walkie-talkie/radio while on their rest periods, resulting in on-duty
23 rest periods that were not compensated at the premium wage.

24
25 30. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
26 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
27 hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday
28 they did not receive legally required and compliant rest periods, in violation of Labor Code section

1 226.7.

2 31. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff and
3 other current and former aggrieved California-based hourly non-exempt employees not receiving
4 wages to compensate them for workdays in which Defendants did not provide them with rest periods
5 in compliance with California law.

6 32. Employee is further informed and believes, and based thereon alleges, that
7 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or oppressive.
8 Employer would further be liable for civil penalties pursuant to Labor Code section
9 2699(f)(2)(B)(ii).
10

11 33. **Failure to provide sick pay wages:** Defendants had a policy and/or procedure where
12 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
13 accrued paid sick time.

14 34. Labor Code section 246, subdivision (a), states in relevant part "[a]n employee
15 who...works in California for the same employer for 30 or more days within a year from the
16 commencement of employment is entitled to paid sick days." Additionally, an employee accrues
17 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked, beginning
18 at the commencement of employment. Labor Code section 246(b).

19 35. Here, Plaintiff and other current and former aggrieved California-based hourly non-
20 exempt employees were employed by Defendants for 30 or more days and were entitled to paid sick
21 days. Defendants, however, lacked a policy, practice, and/or procedure whereby Plaintiffs and other
22 current and former aggrieved California-based hourly non-exempt employees who were employed
23 by Defendants for 30 days or more could accrue paid sick days at the rate of no-less-than one (1)
24 hour per every thirty (30) hours worked, beginning at the commencement of employment as required
25 by Labor Code section 246(b).
26

27 36. In this case, Plaintiff alleges that when he and other current and former aggrieved
28 California-based hourly non-exempt employees elected to use paid sick time, Defendants failed to

1 pay them sick time wages at the proper sick time rate of pay due to Defendants' failure to include
2 all remuneration when calculating the sick time rate of pay. Specifically, Defendants maintained a
3 policy, practice, and/or procedure of failing to include all remuneration when calculating Plaintiff
4 and other current and former aggrieved California-based hourly non-exempt employees' regular rate
5 of pay for the purpose of paying sick time. Plaintiff also believes these failures were malicious,
6 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
7 Code section 2699(f)(2)(B)(ii).

8
9 37. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants
10 failing to provide Plaintiff and other current and former aggrieved California-based hourly non-
11 exempt employees' paid sick days, in violation of Labor Code section 246.

12 38. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
13 Employer would further be liable for civil penalties pursuant to Labor Code section
14 2699(f)(2)(B)(ii).

15 39. **Failure to pay accrued and vested vacation and/or PTO wages upon separation:**
16 Defendants had a policy and/or procedure where Plaintiff and other current and former aggrieved
17 California-based hourly non-exempt employees accrued paid vacation time and/or personal time off
18 ("PTO").

19 40. Labor Code section 227.3 states in relevant part "...whenever a contract of
20 employment or employer policy provides for paid vacations, and an employee is terminated without
21 having taken off his vested vacation time, all vested vacation shall be paid to her as wages at his
22 final rate in accordance with such contract of employment or employer policy respecting eligibility
23 or time served...." Given this, vacation/PTO wages are deferred wages that vest once accrued and
24 an employer must pay its employees all unused vested vacation/PTO at the time of termination at
25 the employees' final rate of pay.
26

27 41. In this case, Plaintiff and other current and former aggrieved California-based hourly
28 non-exempt employees regularly worked enough hours to accrue vested vacation/PTO wages.

1 Nevertheless, Defendants employed policies, practices, and/or procedures that resulted in their
2 failure to pay accrued and vested vacation/PTO wages upon separation of employment, in violation
3 of Labor Code section 227.3.

4 42. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
5 Employer would further be liable for civil penalties pursuant to Labor Code section
6 2699(f)(2)(B)(ii).

7 43. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**
8 **Employment:** California law requires that every employer must indemnify its employees for all
9 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at the
10 obedience of the directions of the employer. Moreover, an employer is prohibited from passing the
11 ordinary business expenses and losses of the employer onto the employee. (Lab. Code, § 2802.)

12 44. Defendants have violated Labor Code Section 2802 by failing to indemnify Plaintiff
13 and other current and former aggrieved California-based non-exempt hourly employees' necessary
14 expenditures they incurred in the discharge of their duties. Specifically, Defendants employed
15 policies, practices, and/or procedures included, but not limited to:

16 (a) Failing to reimburse Plaintiff and other similarly aggrieved employees for all
17 out-of-pocket expenses incurred during the course of his employment, including but
18 not limited to, reimbursement for the use of their cellular phone for work purposes.

19 45. **Failure to provide complete and accurate wage statements:** Labor Code section
20 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee
21 his or her wages, the employer must "furnish each of his or her employees ... an itemized statement
22 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any
23 employee whose compensation is solely based on a salary and who is exempt from payment of
24 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
25 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee
26 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders
27
28

1 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
2 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her
3 social security number, (8) the name and address of the legal entity that is the employer, and (9) all
4 applicable hourly rates in effect during the pay period and the corresponding number of hours
5 worked at each hourly rate by the employee.”

6 46. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
7 and other current and former aggrieved California-based hourly non-exempt employees all wages
8 earned (including minimum wages, overtime wages, reporting time pay, meal period premium
9 wages, and/or rest period premium wages) rendered Plaintiff’s and other current and former
10 aggrieved California-based hourly non-exempt employees’ wage statements inaccurate, in violation
11 of Labor Code section 226(a)(1, 2, 5 & 9).

12 47. Plaintiff believes these failures were willful and intentional.

13 48. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
14 Employer would further be liable for civil penalties pursuant to Labor Code section
15 2699(f)(2)(B)(ii).
16

17 49. **Failure to pay employees all wages due at time of termination/resignation:** An
18 employer is required to pay all unpaid wages timely after an employee’s employment ends. The
19 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
20 hours of resignation (Labor Code section 202).
21

22 50. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay
23 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all
24 their earned wages (including minimum wages, overtime wages, reporting time pay, meal period
25 premium wages, and/or rest period premium wages), Defendants failed to pay those employees
26 timely after each employee’s termination and/or resignation, in violation of Labor Code sections
27 201, 202, and 203.

28 51. Plaintiff believes these failures were willful and intentional.

1 52. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
2 Employer would further be liable for civil penalties pursuant to Labor Code section
3 2699(f)(2)(B)(ii).

4 53. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee,
5 on behalf of himself or herself and other current or former employees, to bring a civil action to
6 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code
7 section 2699.3.

8 54. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
9 section 2699.3. On April 29, 2026, Plaintiff filed a PAGA Claim Notice with the LWDA and
10 provided notice to Defendants by certified mail which provided notice of the specific provisions of
11 the Labor Code alleged to have been violated, including the facts and theories to support the
12 violations alleged.

13 55. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
14 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
15 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
16 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
17 to investigate Plaintiff's claims.

18 56. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
19 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 226, 226.7, 510, 512,
20 1194, 1197, 2802, During Plaintiff's employment and continuing through the present, preceding
21 Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following
22 amounts:

23 a. For violations of Labor Code sections 201, 202, 203, 226, 226.7, 1194, 1197,
24 and 2802; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
25 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
26 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].
27
28

1 2. For any and all legally applicable penalties during the relevant statute of limitations
2 subject to any permissible tolling, including but not limited to those recoverable under the California
3 Labor Code, including but not limited to sections 210, 225.5, 226.3, 558, 2699(f);

4 3. For attorneys' fees and costs of suit, including but not limited to those recoverable
5 under California Labor Code section 2699(g); and

6 4. For such and other further relief, in law and/or equity, as the Court deems just or
7 appropriate.
8

9 Dated: September 28, 2026,

Respectfully submitted,
THE WORK JUSTICE FIRM

11
12 By: /s/ Saima Gipson.
13 Sepideh Ardestani, Esq.
14 Saima Gipson, Esq.
15 Attorneys for PLAINTIFF
16 LUIS ENRIQUE GUZMAN, on behalf of himself
17 and current and former aggrieved employees.
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