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SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

VICTOR LOYA, on behalf of the State of California and Aggrieved Employees,

Plaintiff,

vs.

GASS TRUCKING LP dba GASS SERVICES; ANVIL BUILDERS, INC.,

Defendant(s).

Case No. 26CV215002

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

DEMAND FOR JURY TRIAL

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

INTRODUCTION

1. Plaintiff brings this enforcement action against Anvil Builders, Inc. and GASS Trucking LP d/b/a GASS Services (collectively, "Defendants") on behalf of the State of California to collect penalties as a result of Defendants' violations of California labor law with respect to Defendants' non-exempt hourly workers in the State of California (the "Aggrieved Employees").

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

3. Plaintiff challenges Defendants' policies and practices of: (1) failing to pay Plaintiff and Aggrieved Employees at least minimum wages for all hours worked as required by California law; (2) failing to pay Plaintiff and Aggrieved Employees their earned overtime wages; (3) failing to authorize and permit Plaintiff and Aggrieved Employees to take rest breaks as required under California law; (4) failing to provide meal breaks to Plaintiff and Aggrieved Employees as required under California law; (5) failing to provide Plaintiff and Aggrieved Employees accurate, itemized wage statements; and (6) failing to timely pay final wages.

4. 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

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

6. 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.

7. Plaintiff was employed by Defendants as a non-exempt, hourly Lead Flagger from April 28, 2024, to April 10, 2026, in Sonoma, California.

8. Plaintiff is informed, believes, and thereon alleges that GASS Trucking LP d/b/a GASS Services is a California-formed Limited Partnership with a principal place of business in

Emeryville, California. GASS Trucking LP d/b/a GASS Services is registered to do business in California and employed Plaintiff in California. Defendant GASS Trucking LP d/b/a GASS Services may be served with process by serving its registered agent Legalzoom.com, Inc. at 500 N. Brand Blvd. Suite 890, Glendale, CA 91203.

9. Plaintiff is informed, believes, and thereon alleges that Anvil Builders, Inc. is a California-formed Corporation, with a principal place of business in Emeryville, California. Anvil Builders, Inc. is registered to do business in California and employed Plaintiff in California. Defendant Anvil Builders, Inc. may be served with process by serving its registered agent CSC-Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite 150 N, Sacramento, CA 95833.

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

11. Plaintiff is informed, believes, and thereon alleges that each and every one of the acts and omissions alleged herein were performed by, and/or attributable to, Defendants, acting through their 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.

12. Plaintiff is informed, believes, and thereon alleges, that Defendants, in some manner, intentionally, negligently, or otherwise are responsible for the acts, omissions, occurrences, and transactions alleged herein.

13. At all material times, Defendants have done business under the laws of California, have places of business in California, including in the jurisdiction of this court, and have employed Aggrieved Employees in this County and elsewhere in California. Each 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

14. Venue is proper in this County pursuant to Cal. Code Civ. Proc. § 393 and/or § 395.5. Defendants conduct business and employ Plaintiff and Aggrieved Employees in the County, and as

a result, the causes of action asserted have arisen in whole or in part in the County.

15. 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 Defendants because they are entities authorized to do business in the State of California, and because they, in fact, do business and employ workers in the State of California.

FACTUAL ALLEGATIONS

16. Defendants engage in providing general contracting and civil engineering services.

17. Plaintiff Victor Loya was employed as a Lead Flagger with Defendants in Sonoma, California from April 28, 2024, to April 10, 2026. He was compensated at an hourly rate of $36.00 to $45.00, plus a $50.00 daily per diem.

18. Plaintiff worked approximately forty (40) hours per week, or more. This is not inclusive of any work performed off-the-clock.

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

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

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

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

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

24. Defendants regularly fail to provide Plaintiff and Aggrieved Employees with compliant meal breaks. Defendants' policies, practices, and procedures require them to routinely skip their meal breaks, take late meal breaks, or cut meal breaks short. This includes, but is not

limited to, requiring Plaintiff and Aggrieved Employees to handle work-related tasks, such as driving to the next location to pick up set-ups, signs, and cones; waiting for the arborist team to finish their part of the job to be able to close out the site for breaks; among other similar tasks.

25. This time spent working off-the-clock goes unrecorded and therefore uncompensated.

26. When Plaintiff and Aggrieved Employees do attempt to take a meal break, such meal breaks are untimely, interrupted, and/or shortened, i.e., after the end of the fifth hour of work and/or less than thirty minutes. This includes, but is not limited to, requiring Plaintiff and Aggrieved Employees to handle work-related tasks, such as Job Safety Assessment discussions with supervisors. This time spent working off-the-clock goes unrecorded and therefore uncompensated.

27. As a result, they are not provided duty-free, uninterrupted, and timely thirty-minute meal periods during which they are completely relieved of any duty by the end of the fifth hour of work. Plaintiff and Aggrieved Employees do not receive premium payments at the regular rate for these untimely, interrupted and/or shortened meal breaks.

28. Further, Defendants regularly fail to provide Plaintiff and Aggrieved Employees compliant rest breaks. Defendants' policies, practices, and procedures require Plaintiff and Aggrieved Employees to routinely skip rest breaks or cut rest breaks short due to the large workload they are assigned, yet do not provide them with all the proper requisite premium payments for missed rest breaks. Plaintiff and Aggrieved Employees do not receive premium payments at the regular rate for these missed and/or interrupted rest breaks.

29. Defendants regularly require Plaintiff and the Aggrieved Employees to complete additional work off-the-clock, without compensation, including but not limited to, interrupted and/or missed breaks due to workload.

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

31. Defendants' failure to pay for all hours worked, including overtime wages, and failure to provide compliant meal and rest breaks also results in a failure to provide Aggrieved Employees,

including Plaintiff, accurate itemized wage statements as required by California law. The wage statements Defendants provide are not accurate because they do not reflect payment for all hours worked, overtime wages, and premium pay for non-compliant meal breaks and rest breaks paid and/or owed to Plaintiff and Aggrieved Employees.

32. 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 earned wages from off-the-clock work, 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.

33. Plaintiff is informed, believes, and thereon allege that Defendants 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 Defendants do not timely pay all final wages. Thus, Defendants' 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.

34. Plaintiff is informed, believes, and thereon alleges that Defendants' unlawful conduct has been widespread, repeated, and consistent as to Aggrieved Employees and throughout Defendants' 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

Failure to Pay All Hours Worked

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

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

36. 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.

37. 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.

38. 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."

39. Cal. Lab Code § 204 provides: "All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays."

40. Cal. Lab Code § 1182.12 sets forth the minimum wage requirements.

41. Cal. Lab Code § 1197 states: "The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity."

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

43. Plaintiff seeks penalties under the PAGA including under the following provisions (directly and in the alternative):

a. Pursuant to Cal. Lab. Code § 2699(a) and § 1197.1 for Plaintiff and Aggrieved Employees for failure to provide at least minimum wages for work performed meal periods, pursuant to Cal. Lab. Code §§ 1182.12 and 1197;

b. Pursuant to Cal. Lab. Code § 2699(a) and § 210 for Plaintiff and Aggrieved Employees for failure to provide timely wages during employment pursuant to Cal. Lab. Code § 204.

44. Pursuant to Cal. Lab. Code §§2699.3(a)(1) and (2), on August 3, 2026, Plaintiff provided the Labor and Workforce Development Agency ("LWDA") with notice of his intention to file this claim. On August 4, 2026, 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).

45. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and himself. Plaintiff also seeks injunctive relief on behalf of the State, other Aggrieved Employees to prohibit Defendants' continuing violations of California's labor laws, including failing to pay all wages due.

46. Defendants are 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.

47. Wherefore, Plaintiff requests relief as hereinafter provided.

SECOND CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699

Failure to Pay Overtime Premiums

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

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

49. 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.

50. 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.

51. 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.

52. 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.

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

54. Plaintiff seeks penalties under the PAGA including under the following provisions (directly and in the alternative):

a. Pursuant to Cal. Lab. Code § 2699(a) and § 558 for Plaintiff and Aggrieved Employees for failure to pay overtime wages pursuant to Cal. Lab. Code § 510.

b. Pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for failure to pay overtime wages pursuant to Cal. Lab. Code § 1194 and the applicable Wage Order.

55. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on August 3, 2026, Plaintiff provided the Labor and Workforce Development Agency ("LWDA") with notice of his intention to file this claim. On August 4, 2026, 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).

56. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and himself. Plaintiff also seeks injunctive relief on behalf of the State, other Aggrieved Employees to prohibit Defendants' continuing violations of California's labor laws, including failing to pay for overtime incurred.

57. Defendants are 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.

58. Wherefore, Plaintiff requests relief as hereinafter provided.

THIRD CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699

Failure to Provide Meal Periods or Premiums

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

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

60. 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.

61. 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.

62. 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."

63. 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.

64. Despite these requirements, Defendants knowingly and willfully refuse 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.

65. Plaintiff seeks penalties under the PAGA including under the following provisions (directly and in the alternative):

a. Pursuant to Cal. Lab. Code §2699(a) and § 558 for Plaintiff and Aggrieved Employees for failure to provide compliant meal periods pursuant to Cal. Lab. Code § 512.

b. Pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for failure to provide meal periods pursuant to Cal. Lab. Code § 226.7, 1198, and

the applicable Wage Order.

c. Pursuant to Cal. Lab. Code § 2699(a) and § 210 for Plaintiff and Aggrieved Employees for failure to provide timely meal period premiums during employment pursuant to Cal. Lab. Code § 204.

66. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on August 3, 2026, Plaintiff provided the LWDA with notice of his intention to file this claim. On August 4, 2026, 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).

67. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and himself. Plaintiff also seeks injunctive relief on behalf of the State, other Aggrieved Employees to prohibit Defendants' continuing violations of California's labor laws, including failing to provide legally compliant meal periods or paying the premium in lieu thereof.

68. Defendants are 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.

69. Wherefore, Plaintiff requests relief as hereinafter provided.

FOURTH CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699

Failure to Provide Rest Periods or Premiums

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

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

71. 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.

72. 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.

73. 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."

74. 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.

75. Under Cal. Lab. Code § 226.7(b) an employer must pay an employee denied a required rest period 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.

76. Despite these requirements, Defendants knowingly and willfully refuse 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.

77. Plaintiff seeks penalties under the PAGA including under the following provisions (directly and in the alternative):

a. Pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for failure to provide compliant rest periods pursuant to Cal. Lab. Code §§ 226.7, 1198, and the applicable Wage Order;

b. Pursuant to Cal. Lab. Code § 2699(a) and § 210 for Plaintiff and Aggrieved Employees for failure to provide timely rest period premiums during employment pursuant to Cal. Lab. Code § 204.

78. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on August 3, 2026, Plaintiff provided the LWDA with notice of his intention to file this claim. On August 4, 2026, 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).

79. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and himself. Plaintiff also seeks injunctive relief on behalf of the State, other Aggrieved Employees to prohibit Defendants' continuing violations of California's labor laws, including failing to provide legally compliant rest breaks or to pay the premium in lieu thereof.

80. Defendants are 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.

81. Wherefore, Plaintiff requests relief as hereinafter provided.

FIFTH CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699

Failure to Provide True and Accurate Itemized Wage Statements

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

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

83. 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.

84. 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.

85. 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…

86. 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.

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

88. 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…

89. 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).

90. IWC Wage Order 16-2001, Section 6, provides, in relevant part:

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

91. Defendants do not provide timely, accurate, itemized wage statements to Plaintiff and Aggrieved Employees. The wage statements Defendants provide their Plaintiff and Aggrieved Employees, for instance, do not accurately reflect payment for all hours worked, including minimum wage and overtime wages, and premium wages earned for noncompliant meal and rest periods.

92. Plaintiff seeks penalties under the PAGA including under the following provisions (directly and in the alternative):

a. Pursuant to Cal. Lab. Code § 2699(a) and § 226.3 for Plaintiff and Aggrieved Employees for failure to provide accurate and compliant wage statements pursuant to Cal. Lab. Code § 226(a).

b. Pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for failure to provide accurate and compliant wage statements pursuant to Cal. Lab. Code §§ 226, 226(a), 1174(d), and the applicable Wage Order;

c. Pursuant to Cal. Lab. Code § 2699(a) and § 1174.5 for Plaintiff and Aggrieved Employees for failure to provide accurate and compliant wage statements pursuant to Cal. Lab. Code §§ 1174(d).

93. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on August 3, 2026, Plaintiff provided the LWDA with notice of his intention to file this claim. On August 4, 2026, 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).

94. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and himself. Plaintiff also seeks injunctive relief on behalf of the State, other Aggrieved Employees to prohibit Defendants' continuing violations of California's labor laws, including failing to provide true and accurate wage statements.

95. Defendants are 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.

96. 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)

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

98. 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.

99. 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.

100. 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.

101. 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."

102. Plaintiff seeks penalties under the PAGA including under the following provisions (directly and in the alternative):

a. Pursuant to Cal. Lab. Code § 2699(a) and § 256 for Plaintiff and Aggrieved Employees for failure to provide all earned wages at separation from the company, pursuant to Cal. Lab. Code §§ 201 and 202;

b. Pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for failure to provide all earned wages at separation from the company, pursuant to Cal. Lab. Code §§ 201 and 202.

103. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on August 3, 2026, Plaintiff provided the LWDA with notice of his intention to file this claim. On August 4, 2026, 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).

104. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and himself. Plaintiff also seeks injunctive relief on behalf of the State, other Aggrieved Employees to prohibit Defendants' continuing violations of California's labor laws, including failing to timely pay all wages upon separation from employment.

105. Defendants are 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.

106. 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 Defendants have 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 Defendants from continuing their 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: October 8, 2026

Respectfully Submitted,

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

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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: October 8, 2026

Respectfully Submitted,

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

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