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Tarik Parkman and the Putative Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

TARIK PARKMAN, an individual,

Plaintiff,

v.

JTE ELECTRICAL, INC., a Nevada
corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No. **25CV005512**

TARIK PARKMAN'S COMPLAINT FOR:

- (1) Failure to Pay Minimum Wage for All Hours Worked (Lab. Code §§ 1182.12, 1194, 1194.2, 1197 and 1197.1)**
- (2) Failure to Pay Overtime Compensation (Lab. Code §§ 1194 and 1198)**
- (3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512, and IWC Wage Orders)**
- (4) Failure to Provide Rest Periods (Lab. Code §§ 226.7, 512, and IWC Wage Orders)**
- (5) Failure to Indemnify Necessary Business Expenses (Lab. Code § 2802)**
- (6) Waiting Time Penalties (Lab. Code §§ 201-203)**
- (7) Failure to Provide Accurate Wage Statements (Lab. Code § 226)**
- (8) Private Attorneys General Act (Lab. Code § 2698, et seq.)**

JURY TRIAL DEMANDED

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PRAYER FOR RELIEF 25

1 Plaintiff Tarik Parkman, individually, and on behalf of other members of the general public
2 similarly situated, brings this action against JTE Electrical, Inc. and Does 1 through 25, inclusive,
3 and alleges as follows:

4 **INTRODUCTION AND PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against JTE Electrical, Inc., and Does 1 through 25
6 (collectively, “Defendants”) for violations of the California Labor Code and unfair business
7 practices stemming from Defendants’ failure to pay minimum wages, failure to pay overtime
8 compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure
9 to maintain accurate records of hours worked and meal periods, failure to timely pay all wages to
10 employees, failure to indemnify necessary business expenses and failure to furnish accurate wage
11 statements.

12 2. Plaintiff brings the First through Eighth Causes of Action individually and as a class
13 action on behalf of himself and certain current and former employees of Defendants (hereinafter
14 collectively referred to as the “Class” or “Class Members” and defined more fully below). The
15 Class consists of Plaintiffs and all other persons who have been employed by any Defendants in
16 California as an hourly-paid, non-exempt employee during the statute of limitations period
17 applicable to the claims pleaded here.

18 3. Plaintiff brings the Ninth Cause of Action as a representative action under the
19 Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to Plaintiff, the
20 State of California, and past and present employees of Defendants employed at any time within the
21 applicable statutory period (hereinafter referred to as the “Aggrieved Employees”).

22 4. Defendants own and operate an industry, business, and establishment within the
23 State of California, including in Los Angeles County. As such, Defendants are subject to the
24 California Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”), and
25 the California Business and Professions Code.

26 5. Despite these requirements, throughout the statutory period Defendants maintained
27 a systematic, company-wide policy and practice of:

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- a. Failing to pay employees for all hours worked, including all minimum wages, and overtime wages in compliance with the California Labor Code and IWC Wage Orders;
- b. Failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing to pay an additional hour's pay for each workday in which a meal period violation occurred;
- c. Failing to authorize and permit employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour's pay for each workday in which a rest period violation occurred;
- d. Willfully failing to pay employees all minimum wages, meal period premium wages, and rest period premium wages due within the time period specified by California law when employment terminates;
- e. Failing to maintain accurate records of the hours that employees worked;
- f. Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders.

6. On information and belief, Defendant was on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and the Class. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondent superior."

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THE PARTIES

A. Plaintiff

8. Plaintiff Tarik Parkman (“Plaintiff”) is an individual residing in the County of Sacramento, California and worked for JTE Electrical, Inc. as a non-exempt Solar Installer from April 1, 2022 through the present.

9. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

10. Plaintiff is informed and believes and on that basis alleges that Defendant JTE Electrical, Inc. (“JTE”) is:

a. A California corporation with its principal place of business in the County of Sacramento, California.

b. A business entity conducting business in numerous counties throughout the State of California, including in Sacramento County;

c. The current or former employer of Plaintiff and of the putative Class. Defendants suffered and permitted Plaintiff and the Class to work, and/or controlled their wages, hours, or working conditions; and

d. At all times mentioned herein JTE and Defendant was doing business as JTE Electrical, Inc.

11. Plaintiff is unaware of the true names and capacities of the defendants sued as Does 1 through 25, inclusive, and therefore sues these defendants by fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when the same have been ascertained. Plaintiff is informed and believes that each of the fictitiously named defendants is responsible in some manner for the occurrences herein alleged and that Plaintiff’s damages were proximately caused by said defendants’ conduct.

12. At all times mentioned herein, the Defendants named as Does 1 through 25, inclusive, and each of them, were residents of, doing business in, availed themselves of the

jurisdiction of, and/or injured Plaintiff and a significant number of the Class in the State of California.

13. At all times mentioned herein, the Defendants named as Does 1-25, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiffs and the Class in the State of California. Plaintiffs are informed and believe and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiffs are informed and believe and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiffs are informed and believe and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

VENUE AND JURISDICTION

14. The wrongful conduct alleged against the Defendants occurred in the County of Sacramento, California. At all relevant times, the conduct at issue was part of a continuous and ongoing pattern of behavior.

15. This Court is the proper forum to adjudicate this action because the wrongful acts that are the subject of this action occurred here and because Defendants now reside in its jurisdictional area.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

16. During the statutory period, Defendants classified Plaintiff as non-exempt from California's overtime requirements, and paid Plaintiff an hourly wage.

1 17. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
2 worked (including minimum wages), failed to provide Plaintiff with uninterrupted meal periods,
3 failed to authorize and permit Plaintiff to take uninterrupted rest periods, failed to timely pay all
4 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish
5 accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for
6 Defendants was typical and illustrative.

7 18. Throughout the statutory period, Defendants maintained a policy and practice of not
8 paying Plaintiff and the Class for all hours worked. Defendants failed to incorporate all
9 remuneration when calculating the correct rate of pay and meal and rest break premium rate of
10 pay, leading to underpayment to Plaintiff and the Class.

11 19. In maintaining a practice of not paying all wages owed, Defendants failed to
12 maintain accurate records of the hours Plaintiff and the Class worked.

13 20. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff
14 and the Class with legally compliant meal periods. Defendants sometimes, but not always,
15 required Plaintiff and the Class to work in excess of five consecutive hours a day without
16 providing timely 30-minute, continuous and uninterrupted, duty-free meal period for every five
17 hours of work, or without compensating Plaintiff and the Class for meal periods that were not
18 provided by the end of the fifth hour of work or tenth hour of work. Defendants also did not
19 adequately inform Plaintiff and the Class of their right to take a meal period by the end of the fifth
20 hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work.
21 Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiff and the
22 Class in compliance with California law.

23 21. Throughout the statutory period, Defendants have wrongfully failed to authorize
24 and permit Plaintiff and the Class to take timely and duty-free rest periods. Defendants sometimes,
25 but not always, required Plaintiff and the Class to work in excess of four consecutive hours a day
26 without Defendants authorizing and permitting them to take a 10-minute, continuous and
27 uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without
28 compensating Plaintiff and the Class for rest periods that were not authorized or permitted.

1 Defendants also did not adequately inform Plaintiff and the Class of their right to take a rest
2 period. Moreover, Defendants did not have adequate policies or practices permitting or
3 authorizing rest periods for Plaintiff and the Class, nor did Defendants have adequate policies or
4 practices regarding the timing of rest periods. Defendants also did not have adequate policies or
5 practices to verify whether Plaintiff and the Class were taking their required rest periods.

6 22. Further, Defendants did not maintain accurate records of employee work periods,
7 and therefore Defendants cannot demonstrate that Plaintiff and the Class took rest periods during
8 the middle of each work period. Accordingly, Defendants' policy and practice was to not
9 authorize and permit Plaintiff and the Class to take rest periods in compliance with California law.

10 23. Throughout the statutory period, Defendants willfully failed and refused to timely
11 pay Plaintiff and the Class during and at the conclusion of their employment all wages for all
12 minimum wages, meal period premium wages, and rest period premium wages.

13 24. Throughout the statutory period, Defendants failed to furnish Plaintiff and the Class
14 with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net
15 wages earned (including correct hours worked, correct wages earned for hours worked, correct
16 wages for meal periods that were not provided in accordance with California law, and correct
17 wages for rest periods that were not authorized and permitted to take in accordance with California
18 law). As a result of these violations of California Labor Code section 226, subdivision (a), the
19 Plaintiff and the Class suffered injury because, among other things:

20 a. the violations led them to believe that they were not entitled to be paid
21 minimum wages, overtime wages, meal period premium wages, and rest period premium wages to
22 which they were entitled, even though they were entitled to such wages;

23 b. the violations led them to believe that they had been paid minimum wages,
24 meal period premium wages, and rest period premium wages, even though they had not been;

25 c. the violations led them to believe they were not entitled to be paid minimum
26 wages, meal period premium wages, and rest period premium wages at the correct California rate
27 even though they were;
28

d. the violations led them to believe they had been paid minimum wages, overtime, meal period premium wages, and rest period premium wages at the correct California rate even though they had not been;

e. the violations hindered them from determining the amounts of minimum, meal period premium, and rest period premium owed to them;

f. in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information; and

g. by understating the wages truly due them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;

h. the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff and the Class were entitled, and Plaintiff and the Class were paid less than the wages and wage rates to which they were entitled. As a result, Plaintiff and the Class are owed the amounts provided for in California Labor Code section 226, subdivision (e), including actual damages.

CLASS ACTION ALLEGATIONS

25. Plaintiff brings certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seek class certification under California Code of Civil Procedure section 382.

26. All claims alleged herein arise under California law for which Plaintiff seek relief authorized by California law. The proposed Class consists of and is defined as:

All persons who worked for any Defendant in California as a non-exempt employee at any time during the period beginning four years before the filing of the initial complaint in this action and ending when notice to the Class is sent.

27. Plaintiff is a member of the Class.

1 28. Plaintiff undertakes this concerted activity to improve the wages and working
2 conditions of all Class Members.

3 29. There is a well-defined community of interest in the litigation and the Class is
4 readily ascertainable:

5 a. Numerosity: The members of the Class (and each subclass, if any) are so
6 that joinder of all members would be unfeasible and impractical. The membership of the entire
7 Class is unknown to Plaintiff at this time, however, the Class is estimated to be greater than 100
8 individuals and the identity of such membership is readily ascertainable by inspection of
9 Defendants' records.

10 b. Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
11 the interests of each Class Member with whom there is a shared, well-defined community of
12 interest, and Plaintiff's claims (or defenses, if any) are typical of all Class Members' claims as
13 demonstrated herein.

14 c. Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
15 the interests of each Class Member with whom there is a shared, well-defined community of
16 interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with or interests
17 antagonistic to any Class Member. Plaintiff's attorneys, the proposed class counsel, are versed in
18 the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and
19 throughout the duration of this action, will continue to incur costs and attorneys' fees that have
20 been, are, and will be necessarily expended for the prosecution of this action for the substantial
21 benefit of each class member.

22 d. Superiority: A Class Action is superior to other available methods for the
23 fair and efficient adjudication of the controversy, including consideration of:

- 24 1. The interests of the members of the Class in individually controlling
25 the prosecution or defense of separate actions;
26 2. The extent and nature of any litigation concerning the controversy
27 already commenced by or against members of the Class;
28

1 3. The desirability or undesirability of concentrating the litigation of
2 the claims in the particular forum; and

3 4. The difficulties likely to be encountered in the management of a
4 class action.

5 e. Public Policy Considerations: The public policy of the State of California is
6 to resolve the California Labor Code claims of many employees through a class action. Indeed,
7 current employees are often afraid to assert their rights out of fear of direct or indirect retaliation.
8 Former employees are also fearful of bringing actions because they believe their former employers
9 might damage their future endeavors through negative references and/or other means. Class
10 actions provide the class members who are not named in the complaint with a type of anonymity
11 that allows for the vindication of their rights at the same time as their privacy is protected.

12 30. There are common questions of law and fact as to the Class (and each subclass, if
13 any) that predominate over questions affecting only individual members, including without
14 limitation, whether, as alleged herein, Defendants have:

15 a. Failed to pay Class Members for all hours worked, including minimum
16 wages, and overtime wages;

17 b. Failed to provide meal periods and pay meal period premium wages to Class
18 Members;

19 c. Failed to authorize and permit rest periods and pay rest period premium
20 wages to Class Members;

21 d. Failed to promptly pay all wages due to Class Members upon their discharge
22 or resignation;

23 e. Failed to maintain accurate records of all hours Class Members worked, and
24 all meal periods Class Members took or missed;

25 f. Failed to reimburse Class Members for all necessary business expenses; and

26 g. Violated California Business & Professions Code §§ 17200 et. seq. as a
27 result of their illegal conduct as described above.
28

1 31. This Court should permit this action to be maintained as a class action pursuant to
2 California Code of Civil Procedure section 382 because:

3 a. The questions of law and fact common to the Class predominate over any
4 question affecting only individual members;

5 b. A class action is superior to any other available method for the fair and
6 efficient adjudication of the claims of the members of the Class;

7 c. The members of the Class are so numerous that it is impractical to bring all
8 members of the class before the Court;

9 d. Plaintiff, and the other members of the Class, will not be able to obtain
10 effective and economic legal redress unless the action is maintained as a class action;

11 e. There is a community of interest in obtaining appropriate legal and equitable
12 relief for the statutory violations, and in obtaining adequate compensation for the damages and
13 injuries for which Defendants are responsible in an amount sufficient to adequately compensate the
14 members of the Class for the injuries sustained;

15 f. Without class certification, the prosecution of separate actions by individual
16 members of the class would create a risk of:

17 1. Inconsistent or varying adjudications with respect to individual
18 members of the Class which would establish incompatible standards
19 of conduct for Defendants; and/or

20 2. Adjudications with respect to the individual members which would,
21 as a practical matter, be dispositive of the interests of other members
22 not parties to the adjudications, or would substantially impair or
23 impede their ability to protect their interests, including but not
24 limited to the potential for exhausting the funds available from those
25 parties who are, or may be, responsible Defendants; and

26 g. Defendants have acted or refused to act on grounds generally applicable to
27 the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.
28

32. Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiff would contemplate the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

Failure to Pay Minimum Wage for All Hours Worked

(Lab. Code §§ 1182.12, 1194, 1194.2, 1197 and 1197.1)

(Against All Defendants)

33. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

34. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

35. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiff and the Class compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of Section 1194 of the California Labor Code, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

36. Accordingly, Plaintiff and the Class are entitled to recover minimum wages for all non-overtime hours worked for Defendants.

37. By and through the conduct described above, Plaintiff and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

38. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff

1 and the Class, but which exceed the jurisdictional minimum of this Court, and which will be
2 ascertained according to proof at trial.

3 39. By failing to keep adequate time records required by California Labor Code section
4 1174, subdivision (d), Defendants have made it difficult to calculate the full extent of minimum
5 wage compensation due Plaintiff and the Class.

6 40. Pursuant to California Labor Code section 1194.2, Plaintiff and the Class are
7 entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum
8 wages.

9 41. California Labor Code section 204 requires employers to provide employees with
10 all wages due and payable twice a month. Throughout the statute of limitations period applicable
11 to this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates
12 required by law, including minimum wages. However, during all such times, Defendants
13 systematically failed and refused to pay Plaintiff and the Class all such wages due and failed to pay
14 those wages twice a month.

15 42. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum
16 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code
17 sections 218.5, 218.6, and 1194, subdivision (a).

18 **SECOND CAUSE OF ACTION**

19 **Failure to Provide Overtime Compensation (Lab. Code §§ 510, 1194, 1198)**

20 (Against All Defendants)

21 43. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
22 fully herein.

23 44. California Labor Code section 510 provides that employees in California shall not
24 be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless
25 they receive additional compensation beyond their regular wages in amounts specified by law.

26 45. California Labor Code sections 1194 and 1198 provide that employees in California
27 shall not be employed more than eight hours in any workday unless they receive additional
28 compensation beyond their regular wages in amounts specified by law. Additionally, California

1 Labor Code section 1198 states that the employment of an employee for longer hours than those
2 fixed by the IWC is unlawful.

3 46. At all times relevant hereto, Plaintiff and the Class have worked more than eight
4 hours in a workday, as employees of Defendants.

5 47. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class
6 overtime compensation for the hours they have worked in excess of the maximum hours
7 permissible by law as required by California Labor Code sections 510 and 1198. Plaintiff and the
8 Class are regularly required to work overtime hours.

9 48. By virtue of Defendants' unlawful failure to pay additional premium rate
10 compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class
11 have suffered, and will continue to suffer, damages in amounts which are presently unknown to
12 them but which exceed the jurisdictional minimum of this Court and which will be ascertained
13 according to proof at trial.

14 49. By failing to keep adequate time records required by California Labor Code section
15 1174, subdivision (d), Defendants have made it difficult to calculate the full extent of overtime
16 compensation due to Plaintiff and the Class.

17 50. Plaintiff and the Class also request recovery of overtime compensation according to
18 proof, interest, attorneys' fees and costs pursuant to California Labor Code section 1194,
19 subdivision (a), as well as the assessment of any statutory penalties against Defendants, in a sum as
20 provided by the California Labor Code and/or other statutes.

21 51. California Labor Code section 204 requires employers to provide employees with
22 all wages due and payable twice a month. IWC Wage Orders also provide that every employer
23 shall pay to each employee, on the established payday for the period involved, overtime wages for
24 all overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the
25 Class with all compensation due, in violation of California Labor Code section 204.

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1 **THIRD CAUSE OF ACTION**

2 **Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512, and IWC Wage Orders)**

3 (Against All Defendants)

4 52. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
5 fully herein.

6 53. At all relevant times, Defendants were aware of and were under a duty to comply
7 with California Labor Code sections 226.7 and 512 and applicable sections of IWC Wage Orders.

8 54. California Labor Code section 512 prohibits an employer from employing an
9 employee for a work period of more than five hours per day without providing the employee with a
10 meal period of not less than 30 minutes, or for a work period of more than 10 hours per day
11 without providing the employee with a second meal period of not less than 30 minutes.

12 55. Section 11 of Wage Order No. 4 provides, and at all times relevant hereto provided,
13 in relevant part that:

14 No employer shall employ any person for a work period of more
15 than five (5) hours without a meal period of not less than 30 minutes,
16 except that when a work period of not more than six (6) hours will
17 complete the day's work the meal period may be waived by mutual
18 consent of the employer and employee. Unless the employee is
19 relieved of all duty during a 30 minute meal period, the meal period
20 shall be considered an "on duty" meal period and counted as time
21 worked. An "on duty" meal period shall be permitted only when the
22 nature of the work prevents an employee from being relieved of all
23 duty and when by written agreement between the parties an on-the-
24 job paid meal period is agreed to. The written agreement shall state
25 that the employee may, in writing, revoke the agreement at any time.
26 If an employer fails to provide an employee a meal period in
27 accordance with the applicable provisions of this Order, the
28 employer shall pay the employee one (1) hour of pay at the

employee's regular rate of compensation for each work day that the meal period is not provided.

56. Labor Code section 226.7 prohibits any employer from requiring any employee to work during any meal or rest period mandated by an applicable IWC wage order, and provides that an employer that fails to provide an employee with a required rest break or meal period shall pay that employee one additional hour of pay at the employee's regular rate of compensation for each work day that the employer does not provide a compliant meal or rest period.

57. Defendants knowingly failed to provide Plaintiff and the Class with meal periods as required by law. Defendants also failed to provide Plaintiff and the Class with any payment of meal premiums. Plaintiff and the Class are entitled to be paid one hour of premium wages rate for each workday he or he was not provided with all required meal break(s), plus interest thereon.

58. Plaintiff and the Class have therefore been damaged and are entitled to payment of the meal period premiums as provided by law.

FOURTH CAUSE OF ACTION

Failure to Provide Rest Periods (Lab. Code §§ 226.7, 512, and IWC Wage Orders)

(Against All Defendants)

59. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

60. Section 12 of Wage Order No. 4 provides, and at all times relevant hereto provided, in relevant part that:

Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted, as hours worked, for which there shall be no

deduction from wages. If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

61. California Labor Code section 226.7 prohibits any employer from requiring any employee to work during any meal or rest period mandated by an applicable IWC wage order, and provides that an employer that fails to provide an employee with a required rest break or meal period shall pay that employee one additional hour of pay at the employee's regular rate of compensation for each work day that the employer does not provide a compliant meal or rest period.

62. Defendants knowingly failed to provide Plaintiff and the Class with rest periods as required by law, and knowingly failed to authorize and permit Plaintiff to take rest periods as required by law. Defendants also failed to provide Plaintiff and the Class with any payment of rest premiums. Plaintiff and the Class are entitled to be paid one hour of premium wages rate for each workday he or she was not provided with all required rest break(s), plus interest thereon.

63. Plaintiff and the Class have therefore been damaged and are entitled to payment of the meal and rest period premiums as provided by law.

FIFTH CAUSE OF ACTION

Failure to Indemnify Necessary Business Expenses (Lab. Code § 2802)

(Against All Defendants)

64. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

65. Defendants violated California Labor Code section 2802 and the IWC Wage Orders, by failing to pay and indemnify the Plaintiff and the Class for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

1 66. As a result, Plaintiff and the Class were damaged at least in the amounts of the
2 expenses they paid, or which were deducted by Defendants from their wages.

3 67. Plaintiff and the Class they represent are entitled to attorney's fees, expenses, and
4 costs of suit pursuant to California Labor Code section 2802, subdivision (c) and interest pursuant
5 to California Labor Code section 2802, subdivision (b).

6 **SIXTH CAUSE OF ACTION**

7 **Waiting Time Penalties (Lab. Code §§ 201-203)**

8 (Against All Defendants)

9 68. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
10 fully herein.

11 69. California Labor Code sections 201 and 202 require an employer to pay its
12 employees all wages due immediately upon discharge or within 72 hours of resignation. This
13 requirement applies to unpaid overtime wages. California Labor Code section 203 provides that if
14 an employer willfully fails to pay such wages, the employer must continue to pay the subject
15 employee's wages until the back wages are paid in full or an action is commenced, up to a
16 maximum of thirty days of wages.

17 70. Defendants willfully failed to pay Plaintiff and the Class their earned and unpaid
18 wages for 30 days from the time such wages should have been paid under the Labor Code.

19 71. As a result of Defendants' willful failure to pay owed wages upon separation from
20 employment, Plaintiff and the Class have been harmed and Defendants are liable for statutory
21 waiting time penalties pursuant to California Labor Code section 203.

22 **SEVENTH CAUSE OF ACTION**

23 **Failure to Provide Accurate Wage Statements (Lab. Code § 226)**

24 (Against All Defendants)

25 72. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
26 fully herein.

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28 //

1 73. California Labor Code section 226, subdivision (a) requires employers to provide
2 employees, semi-monthly or at the time of each payment of wages, with a statement that accurately
3 reflects certain itemized information including total number of hours worked.

4 74. Defendants knowingly and intentionally failed to furnish Plaintiff and the Class
5 with timely and accurate wage statements that accurately reflected the total number of hours
6 worked and wages earned, as required by California Labor Code section 226.

7 75. As a result of Defendants' failure to provide accurate itemized wage statements,
8 Plaintiff and the Class suffered actual damages and harm by being unable to determine the amount
9 of overtime worked each pay period in a timely manner, which prevented them from asserting their
10 rights under California law.

11 76. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and
12 time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as a
13 result of having to bring this action to attempt to obtain correct wage information following
14 Defendants' refusal to comply with many of the mandates of the California Labor Code and related
15 laws and regulations.

16 77. Plaintiff and the Class are entitled to recover from Defendants their actual damages
17 caused by Defendants' failure to comply with California Labor Code section 226, subdivision (a).

18 78. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of
19 attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code
20 section 226, subdivision (h).

21 **EIGHT CAUSE OF ACTION**

22 **Private Attorneys General Act (Lab. Code § 2698, *et seq.*)**

23 (Against All Defendants)

24 79. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
25 fully herein.

26 80. At all times herein mentioned, Defendants were subject to the California Labor
27 Code of the State of California and the applicable Industrial Welfare Commission Orders.
28

1 81. California Labor Code section 2699, subdivision (a) specifically provides for a
2 private right of action to recover penalties for violations of the Labor Code: “[n]otwithstanding any
3 other provision of law, any provision of this code that provides for a civil penalty to be assessed
4 and collected by the Labor and Workforce Development Agency or any of its departments,
5 divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an
6 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
7 himself and other current or former employees pursuant to the procedures specified in Section
8 2699.3.”

9 82. Plaintiff has exhausted their administrative remedies pursuant to California Labor
10 Code section 2699.3. On September 24, 2024, Plaintiff gave written notice by online filing to the
11 Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendants the
12 specific provisions of the California Labor Code that Defendants violated against Plaintiff and
13 current and former aggrieved employees, including the facts and theories to support the violations.
14 A true and correct copy of Plaintiff’s notice to LWDA and Defendants is attached as **Exhibit A**.
15 Plaintiff’s LWDA case number is LWDA-CM-1052406-24.

16 83. At the time of this filing, LWDA has not indicated that it intends to investigate
17 Defendants’ Labor Code violations discussed in the notice. If it does so, Plaintiff will amend his
18 complaint. Otherwise, Plaintiff will proceed with this civil action to recover penalties under
19 California Labor Code section 2699 pursuant to section 2699.3 for the violations of the Labor
20 Code alleged herein. These penalties include, but are not limited to, penalties under California
21 Labor Code sections 210, 226.3, 558, 1197.1, and 2699, subdivision (f)(2).

22 84. In addition, Plaintiff seeks penalties for Defendants’ violation of California Labor
23 Code section 1174, subdivision (d). Pursuant to California Labor Code section 1174.5, any person,
24 including any entity, employing labor who willfully fails to maintain accurate and complete
25 records required by California Labor Code section 1174 is subject to a penalty under section
26 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records
27 showing when the employee begins and ends each work period. Meal periods, and total hours
28 worked daily shall also be recorded.

1 85. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
2 keep total hours worked in the payroll period and applicable rates of pay.

3 86. During the time period of employment for Plaintiff and the Aggrieved Employees,
4 Defendants failed to maintain records pursuant to the California Labor Code and IWC Orders by
5 failing to maintain accurate records showing meal periods, and accurate records showing when
6 employees begin and end each work period. Defendants' failure to provide and maintain records
7 required by the California Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved
8 Employees the ability to know, understand and question the accuracy and frequency of meal
9 periods, and the accuracy of their hours worked, as stated in Defendants' records. Therefore,
10 Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all
11 of which resulted in an unjustified economic enrichment to Defendants.

12 87. As a direct result, Plaintiff and the Aggrieved Employees have suffered and
13 continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest
14 on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform
15 its obligation under state law, all to their respective damage in amounts according to proof at trial.
16 Because of Defendants' knowing failure to comply with the California Labor Code and applicable
17 IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they
18 were prevented from knowing, understanding, and disputing the wage payments paid to them.

19 88. Based on the conduct described in this complaint, Plaintiff is entitled to an award of
20 civil penalties on behalf of themselves, the State of California, and similarly Aggrieved Employees
21 of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
22 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

23 89. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs
24 pursuant to California Labor Code section 2699, subdivision (g)(1), which states, "[a]ny employee
25 who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

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1 **NINTH CAUSE OF ACTION**

2 **Private Attorneys General Act (Lab. Code § 2698, et seq.)**

3 (Against All Defendants)

4 90. Plaintiffs incorporate all preceding paragraphs of this Complaint as though set forth
5 here in.

6 91. At all times herein mentioned, Defendants were subject to the Labor Code of the
7 State of California and the applicable Industrial Welfare Commission Orders.

8 92. Labor Code section 2699, subdivision (a) specifically provides for a private right of
9 action to recover penalties for violations of the Labor Code: “Notwithstanding any other provision
10 of law, any provision of this code that provides for a civil penalty to be assessed and collected by
11 the Labor and Workforce Development Agency or any of its departments, divisions, commissions,
12 boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered
13 through a civil action brought by an aggrieved employee on behalf of himself and other current or
14 former employees pursuant to the procedures specified in Section 2699.3.”

15 93. Plaintiffs have exhausted their administrative remedies pursuant to California Labor
16 Code section 2699.3. On October 18, 2024, Plaintiffs gave written notice by online filing to the
17 Labor and Workforce Development Agency and by certified mail to Defendants of the specific
18 provisions of the Labor Code that Defendants have violated against Plaintiffs and current and
19 former aggrieved employees, including the facts and theories to support the violations. (Attached
20 as Exhibit A). Plaintiffs’ PAGA case number is LWDA-CM-1052406-24.

21 94. At the time of this filing, the Labor and Workforce Development Agency has not
22 indicated that it intends to investigate Defendants’ Labor Code violations discussed in the notice. If
23 it does so, Plaintiffs will amend their complaint. Otherwise, Plaintiffs may commence a civil action
24 to recover penalties under Labor Code section 2699 pursuant to section 2699.3 for the violations of
25 the Labor Code described in this Complaint. These penalties include, but are not limited to,
26 penalties under California Labor Code sections 210, 226.3, 558, 1197.1, and 2699, subdivision
27 (f)(2).

28 //

1 95. In addition, Plaintiffs seek penalties for Defendants' violation of California Labor
2 Code section 1174, subdivision (d). Pursuant to California Labor Code section 1174.5, any person,
3 including any entity, employing labor who willfully fails to maintain accurate and complete
4 records required by California Labor Code section 1174 is subject to a penalty under section
5 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records
6 showing when the employee begins and ends each work period. Meal periods, and total hours
7 worked daily shall also be recorded.

8 96. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
9 keep total hours worked in the payroll period and applicable rates of pay. During the time period of
10 employment for Plaintiffs and the Aggrieved Employees, Defendants failed to maintain records
11 pursuant to the Labor Code and IWC Orders by failing to maintain accurate records showing meal
12 periods, and accurate records showing when employees begin and end each work period.
13 Defendants' failure to provide and maintain records required by the Labor Code IWC Wage
14 Orders deprived Plaintiffs and the Aggrieved Employees the ability to know, understand and
15 question the accuracy and frequency of meal periods, and the accuracy of their hours worked
16 stated in Defendants' records. Therefore, Plaintiffs and the Aggrieved Employees had no way to
17 dispute the resulting failure to pay wages, all of which resulted in an unjustified economic
18 enrichment to Defendants. As a direct result, Plaintiffs and the Aggrieved Employees have
19 suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages,
20 lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to
21 fully perform its obligation under state law, all to their respective damage in amounts according to
22 proof at trial. Because of Defendants' knowing failure to comply with the Labor Code and
23 applicable IWC Wage Orders, Plaintiffs and the Aggrieved Employees have also suffered an injury
24 in that they were prevented from knowing, understanding, and disputing the wage payments paid
25 to them.

26 97. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award
27 of civil penalties on behalf of themselves, the State of California, and similarly Aggrieved
28 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to

1 be shown according to proof at trial. These penalties are in addition to all other remedies permitted
2 by law.

3 98. In addition, Plaintiffs seeks an award of reasonable attorney's fees and costs
4 pursuant to California Labor Code section 2699, subdivision (g)(1), which states, "Any employee
5 who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

6 **PRAYER FOR RELIEF**

7 Plaintiff, individually, and on behalf of all others similarly situated only with respect to the
8 class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

9 Class Certification

- 10 1. That this action be certified as a class action under California Code of Civil
11 Procedure section 382;
12 2. That Plaintiff be appointed as the representatives of the Class; and
13 3. That counsel for Plaintiff be appointed as Class Counsel.

14 As to the First Cause of Action

- 15 4. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code sections 204 and 1194 and applicable IWC Wage Orders by willfully
17 failing to pay all minimum wages due;
18 5. For general unpaid wages as may be appropriate;
19 6. For pre-judgment interest on any unpaid compensation commencing from the date
20 such amounts were due;
21 7. For liquidated damages;
22 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
23 California Labor Code section 1194, subdivision (a); and,
24 9. For such other and further relief as the Court may deem equitable and appropriate.

25 As to the Second Cause of Action

- 26 10. That the Court declare, adjudge and decree that Defendants violated California
27 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully
28 failing to pay all overtime wages due;

- 1 11. For general unpaid wages at overtime wage rates as may be appropriate;
2 12. For pre-judgment interest on any unpaid overtime compensation commencing from
3 the date such amounts were due;
4 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
5 California Labor Code section 1194, subdivision (a); and,
6 14. For such other and further relief as the Court may deem equitable and appropriate.

7 As to the Third Cause of Action

- 8 15. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code sections 226.7 and 512, and the IWC Wage Orders;
10 16. For unpaid meal period premium wages as may be appropriate;
11 17. For pre-judgment interest on any unpaid compensation commencing from the date
12 such amounts were due;
13 18. For reasonable attorneys' fees under California Code of Civil Procedure section
14 1021.5, and for costs of suit incurred herein; and
15 19. For such other and further relief as the Court may deem equitable and appropriate.

16 As to the Fourth Cause of Action

- 17 20. That the Court declare, adjudge and decree that Defendants violated California
18 Labor Code sections 226.7 and 512, and the IWC Wage Orders;
19 21. For unpaid rest period premium wages as may be appropriate;
20 22. For pre-judgment interest on any unpaid compensation commencing from the date
21 such amounts were due;
22 23. For reasonable attorneys' fees under California Code of Civil Procedure section
23 1021.5, and for costs of suit incurred herein; and
24 24. For such other and further relief as the Court may deem equitable and appropriate.

25 As to the Fifth Cause of Action

- 26 25. That the Court declare, adjudge and decree that Defendants violated California
27 Labor Code section 2802 the IWC Wage Orders;
28

- 1 26. For general unpaid wages and reimbursement of business expenses as may be
2 appropriate;
3 27. For pre-judgment interest on any unpaid compensation commencing from the date
4 such amounts were due;
5 28. For reasonable attorneys' fees and for costs of suit incurred herein; and
6 29. For such other and further relief as the Court may deem equitable and appropriate.

7 As to the Sixth Cause of Action

- 8 30. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation
10 owed at the time of termination of the employment;
11 31. For statutory wage penalties pursuant to California Labor Code section 203 for
12 former employees who have left Defendants' employ;
13 32. For pre-judgment interest on any unpaid wages from the date such amounts were
14 due;
15 33. For reasonable attorneys' fees and for costs of suit incurred herein; and
16 34. For such other and further relief as the Court may deem equitable and appropriate.

17 As to the Seventh Cause of Action

- 18 35. That the Court declare, adjudge and decree that Defendants violated the record
19 keeping provisions of California Labor Code section 226, subdivision (a) and
20 applicable IWC Wage Orders, and willfully failed to provide accurate itemized
21 wage statements thereto;
22 36. For penalties and actual damages pursuant to California Labor Code section 226,
23 subdivision (e);
24 37. For injunctive relief to ensure compliance with this section, pursuant to California
25 Labor Code section 226, subdivision (h);
26 38. For reasonable attorneys' fees and for costs of suit incurred herein; and
27 39. For such other and further relief as the Court may deem equitable and appropriate.

28 //

As to the Eight Cause of Action

40. That the Court declare, adjudge and decree that Defendants violated the Labor Code by failing to pay minimum wages, failing to provide meal periods, failing to authorize and permit rest periods, failing to maintain accurate records of hours worked and meal periods, failing to timely pay all wages to terminated employees, and failing to furnish accurate wage statements;
41. For all civil penalties pursuant to California Labor Code section 2699, *et seq.*, and all other applicable Labor Code provisions;
42. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Labor Code section 2699; and
43. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated the Labor Code by failing to pay minimum wages, failing to provide meal periods, failing to authorize and permit rest periods, failing to maintain accurate records of hours worked and meal periods, failing to timely pay all wages to terminated employees, and failing to furnish accurate wage statements;
45. For all civil penalties pursuant to California Labor Code section 2699, *et seq.*, and all other applicable Labor Code provisions;
46. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Labor Code section 2699; and
47. For such other and further relief as the Court may deem equitable and appropriate.

As to All Causes of Action

48. For any additional relief that the Court deems just and proper.

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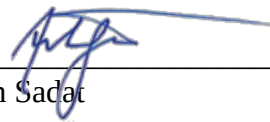
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Dated: March 7, 2025

MILLS SADAT DOWLAT LLP

By: 
Arash Sadat

Attorneys for Plaintiff Tarik Parkman
and the Putative Class

EXHIBIT A

September 24, 2024

**VIA ELECTRONIC SUBMISSION;
VIA CERTIFIED MAIL TO EMPLOYER**

California Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

JTE Electrical, Inc.
3665 Lakeside Drive Suite B
Reno, NV 89509

Re: Notice of Claim Under Private Attorneys General Act (“PAGA”)

Dear LWDA:

My firm represents Tarik Parkman (“Plaintiff”) and all other aggrieved employees who intend to file an action against JTE Electrical, Inc. (“Defendant” or “JTE Electrical”) in connection with Defendant’s violations of the California Labor Code. This letter shall serve as notice, and a request, pursuant to Labor Code section 2699.3, *et seq.* (“PAGA”), that the Labor and Workforce Development Agency (“LWDA”) investigate the violations by Defendant described herein against Plaintiff and other current and/or former employees. If LWDA does not intend to investigate the violations described herein, we respectfully request that the agency specifically notify our office of the same at your earliest possible opportunity.

Statement of Specific Provisions of the Labor Code Violated

Plaintiffs intend to prosecute a civil action against Defendant for violations of Labor Code sections 510, 558, 1194, 1198, and 2802.

Facts and Theories in Support of Violations

Defendant provides electrical contracting services and is registered to do business in the State of California. Plaintiff began working for Defendant from on or about April 1, 2022. Plaintiff remains employed by Defendant and works as a Solar Installer.

Failure to Reimburse Necessary Business Expenses

Pursuant to Labor Code section 2802, an employee is entitled to be reimbursed by an employer for “all necessary expenditures or losses incurred by the employee in direct consequence of discharge of his or her duties.” Defendant failed to reimburse Plaintiff for necessary business expenses, including mileage. Plaintiff is often required to drive his own

vehicle between three to eight hours, and is only paid a per diem of between \$30 and \$60, but is not reimbursed for mileage.

Defendant failed to reimburse Plaintiff for reasonable expenses necessarily incurred in the performance of his job duties, such as mileage. As a result of these Labor Code violations, Defendant is liable for civil penalties. (Lab. Code § 2698, *et seq.*)

Penalties for Unpaid Wages

Pursuant to Labor Code section 558, subdivision (a), and employer who violates “any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty.” (Lab. Code § 558, subd. (a).)

An employer’s initial violation is subject to a “fifty dollar penalty (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” (*Ibid.*) Thereafter, each subsequent violation is subject to a penalty of “one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” (*Ibid.*)

Here, Defendant’s personnel were often required to work more than eight hours per day to complete work within the timeframes dictated by Defendant, but Defendant does not pay Plaintiff overtime pay. Additionally, Plaintiff is not allowed to “clock in” while traveling to his jobsite, and is not paid for the hours he spends driving to and from the jobsite. Instead, he is only given \$30 to \$60 *per diem*, depending on how far he is required to travel. Defendant is therefore liable for civil penalties under section 558, subdivision (a).

Unlawful Failure to Provide Uninterrupted Off-Duty Meal and Rest Periods

Plaintiff and similarly situated employees regularly worked in excess of five hours per day without being provided at least one half-hour meal period in which they were relieved of all duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.) Plaintiff and similarly situated employees also regularly worked in excess of four hours without being provided at least a ten-minute rest period in which they were relieved of all their duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.)

Throughout Plaintiff’s employment, he was not able to take uninterrupted off-duty meal and rest periods in accordance with Labor Code. Defendant did not maintain a policy that ensured Plaintiff received requisite meal and rest periods. Furthermore, Defendant caused Plaintiff to miss meal and rest periods and failed to pay him the premium compensation mandated by Labor Code section 226.7, subdivisions (b)-(c). As a result of these Labor Code violations, Defendant is liable for civil penalties. (Lab. Code § 2698, *et seq.*)

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Conclusion

As described above, Defendant has violated numerous wage and hour provisions of the Labor Code. As a result, Defendant is liable to Plaintiff and other current and former employees for civil penalties, attorney's fees, and costs, pursuant to Labor Code sections 510, 558, 1194, 1198, and 2802.

This letter shall serve as Plaintiff's notice pursuant to Labor Code section 2699.3 and we ask that LWDA conduct an investigation concerning the violations described herein. Alternatively, if LWDA does not intend to investigate these violations, we ask that it issue a notification letter to our office confirming the same so that we may proceed with our civil action asserting the PAGA claims described herein.

Please feel free to contact me if you have any questions or if you would like to discuss this matter further. Nothing in this letter is intended to be, or should be construed as, an admission against the interests of Plaintiff or other current or former employees of Defendant and shall not be construed as a waiver of their rights, remedies, claims, or defenses, all of which are expressly reserved.

Sincerely,



Arash Sadat

cc: Tammy Borja <tborja@jte-electrical.com>