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SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ROBERT SORBELLO on behalf of the general public and all other aggrieved employees,

Plaintiff,

vs.

LIFESOURCE WATER SYSTEMS, INC., a California corporation; CHERIE HARRIS, an individual; MARK HARRIS, an individual; and DOES 1-20, inclusive,

Defendants.

CASE NO. 26STCV32540

PAGA REPRESENTATIVE ACTION COMPLAINT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE §§ 2698 *et seq.*)

COMES NOW Plaintiff ROBERT SORBELLO ("Plaintiff"), on behalf of the general public as private attorney general and on behalf of all others similarly situated, asserts claims against Defendants LIFESOURCE WATER SYSTEMS, INC. ("LifeSource"), a California corporation; CHERIE HARRIS, an individual; MARK HARRIS, an individual; and DOES 1-20, inclusive (collectively, "Defendants") as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code sections 2698 *et seq*. PAGA permits "aggrieved employees" to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer's violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendants': (a) willful misclassification of employees as independent contractors; (b) failure to accurately pay all wages due, including minimum, overtime, and double time wages; (c) failure to provide compliant meal periods and failure to pay an additional hour of pay in lieu of providing compliant meal periods; (d) failure to authorize and permit rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour of pay in lieu of providing a rest period; (e) failure to provide accurate itemized wage statements; (f) knowingly and intentionally failing to maintain accurate and complete records; (g) failure to indemnify for necessary expenses and/or losses; and (h) failure to pay all wages earned and owed upon separation from Defendants' employ. As a result, Plaintiff seeks penalties under Labor Code sections 2698, *et seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court "original jurisdiction in all cases except those given by statute to other trial courts." The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendants because, upon information and belief, each Defendant either has sufficient minimum contacts in California – Los Angeles County, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California Courts consistent with traditional notions of fair play and substantial justice.

5. Venue as to Defendants is proper in this judicial district pursuant to Code of Civil Procedure sections 395 and 395.5. Defendants are operating and doing business in California, including in Los Angeles County, California, and/or reside in California, and each Defendant is within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and all other aggrieved employees within Los Angeles County and elsewhere in California.

6. On information and belief, Defendants have conducted business within the State of California during the purported liability period and continue to conduct business in the State of California, including in the County of Los Angeles. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the similarly situated non-exempt aggrieved employees within Los Angeles County and the State of California.

7. The California Superior Court also has jurisdiction in this matter because on information and belief there are no federal questions at issue, as the issues herein are based solely on California statutes and law, including the California Labor Code, the IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California Business and Professions Code.

8. On information and belief, during the statutory liability period and continuing to the present ("liability period"), Defendants consistently maintained and enforced against Defendants' Non-Exempt Employees ("Aggrieved Employees"), among others, the following unlawful practices and policies, in violation of California state wage and hour laws: (a) willful misclassification of employees as independent contractors; (b) failure to accurately pay all wages due, including minimum, overtime, and double time wages; (c) failure to authorize and permit compliant meal periods and failure to pay an additional hour of pay in lieu of providing compliant meal periods; (d)

failure to authorize and permit compliant rest periods for every four hours or major fraction thereof worked and failure to pay an additional hour of pay in lieu of providing a rest period; (e) failure to provide accurate itemized wage statements; (f) knowingly and intentionally failing to maintain accurate and complete records; (g) failure to indemnify for necessary expenses and/or losses; and (h) failure to pay all wages earned and owed upon separation from Defendants' employ.

9. On information and belief, during the statutory liability period and continuing to the present, Defendants have had a consistent policy of willfully misclassifying certain Non-Exempt Employees, including Plaintiff and Aggrieved Employees, as independent contractors, even though Defendants directed and controlled them in the performance of their work; the employees performed work that was not outside the usual course of Defendants' business; and the employees were not customarily engaged in an independently established trade, occupation, or business.

10. On information and belief, during the statutory liability period and continuing to the present, Defendants have had a consistent policy of failing to pay overtime for hours worked in excess of forty hours in a workweek or more than 8 hours in a workday.

11. On information and belief, during the statutory liability period and continuing to the present, Defendants have had a consistent policy of failing to pay Non-Exempt Employees, including Plaintiff and Aggrieved Employees, minimum wages, overtime wages, and double time wages for hours worked while subject to the control of Defendants.

12. On information and belief, during the statutory liability period and continuing to the present, Defendants have had a consistent policy of failing to provide Non-Exempt Employees within the State of California, including Plaintiff and Aggrieved Employees, timely, unfettered, uninterrupted, duty free meal periods of at least thirty (30) minutes per five (5) hours worked and failing to pay such employees one (1) hour of pay at the regular rate of compensation for each workday a meal period was untimely, interrupted, and/or not provided, as required by California state wage and hour laws.

13. On information and belief, during the statutory liability period and continuing to the present, Defendants have had a consistent policy of failing to provide Non-Exempt Employees within the State of California, including Plaintiff and Aggrieved Employees, timely, unfettered,

uninterrupted, duty free rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof, and failing to pay such employees one (1) hour of pay at the regular rate of compensation for each workday a rest period was untimely, interrupted, and/or not provided, as required by California state wage and hour laws.

14. On information and belief, as a result of these unlawful acts, Defendants failed to pay the required meal and rest period premiums.

15. On information and belief, during the statutory liability period and continuing to the present, Defendants have had a consistent policy of failing to timely pay wages upon separation of employment.

16. On information and belief, during the statutory liability period and continuing to the present, Defendants have had a consistent policy of failing to provide accurate itemized wage statements to Non-Exempt Employees, including Plaintiff and Aggrieved Employees.

17. On information and belief, during the statutory liability period and continuing to the present, Defendants have had a consistent policy of failing to reimburse employees for necessary expenditures, including employees' use of their personal cell phones, personal computers, and personal vehicles for Defendants' benefit without providing reimbursement for expenses incurred.

18. On information and belief, during the statutory liability period and continuing to the present, Defendants have had a consistent policy of knowingly and intentionally failing to maintain accurate and complete records.

19. Plaintiff, on behalf of the general public as private attorney general and all other aggrieved employees, brings this action pursuant to Labor Code sections 2698, *et seq.*, for violations enumerated under 2699.5 as follows: sections 201-203, 204, 218, 218.5, 218.6, 226, 226.3, 226.7, 226.8, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, and 2802, 2802(a) seeking penalties, interest, attorneys' fees and costs.

III. PARTIES

A. Plaintiff

20. Plaintiff ROBERT SORBELLO is, and at all times relevant to this action was, a resident of California. Plaintiff was employed by Defendants as a non-exempt employee from

approximately February 20, 2026 to June 6, 2026, and provided notice to the Labor and Workforce Development Agency within the last year preceding the filing of this action. Defendants willfully misclassified Plaintiff as an independent contractor. Specifically, Plaintiff was employed as a Sales/Factory Representative and worked for Defendants within the State of California. Plaintiff's duties as a Sales/Factory Representative included contacting leads to schedule sales appointments and traveling to customers' homes to pitch and sell Defendants' water treatment systems.

21. As Defendants' employee, Plaintiff, and all other aggrieved employees were regularly required to and subsequently suffered:

(a) willful misclassification as independent contractors, in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Order ("IWC");

(b) work in excess of eight (8) hours per day, and/or forty (40) hours per week; all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders ("IWC");

(c) perform work subject to the control of the employer without being compensated at least minimum wages, overtime wages, and/or double time wages, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Order ("IWC");

(d) work in excess of five hours per day without being provided timely, compliant meal periods and not compensated one (1) hour of pay at the regular rate of compensation for each workday that a timely, compliant meal period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders ("IWC");

(e) work without being permitted or authorized a minimum ten-minute rest period for every four hours or major fraction thereof worked and not compensated one (1) hour of pay at the regular rate of compensation for each workday that a rest period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders ("IWC");

(f) not reimbursed for necessary business expenses and/or losses, including but not limited to the use of personal cell phones, personal computers, and personal vehicles for Defendants' benefit;

(g) not paid all wages due upon separation from Defendants' employment; and

(h) not provided accurate itemized wage statements.

22. Plaintiff seeks penalties under Labor Code sections 2698, *et seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

B. Defendants

23. On information and belief, Defendant LIFESOURCE WATER SYSTEMS, INC. is a California corporation operating in and authorized to conduct business in the State of California, with its principal office in California in Los Angeles County, and employs non-exempt employees in the State of California.

24. On information and belief, Defendant LifeSource designs, manufactures, sells, and installs residential water treatment and purification systems to customers throughout the State of California, including in Los Angeles County.

25. On information and belief, Defendant CHERIE HARRIS is an individual with her place of residence in California. On information and belief, Defendant CHERIE HARRIS was, at all relevant times, the President of Defendant LIFESOURCE WATER SYSTEMS, INC.

26. On information and belief, Defendant MARK HARRIS is an individual with his place of residence in California. On information and belief, Defendant MARK HARRIS was, at all relevant times, the Chief Executive Officer of Defendant LIFESOURCE WATER SYSTEMS, INC.

27. Other than identified herein, Plaintiff is unaware of the true names, capacities, relationships and extent of participation in the conduct alleged herein, of the defendants sued as DOES 1 through 20, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint when their true names and capacities are ascertained.

28. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other members of the Representative Group, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that each defendant acted in all respects pertinent to this action as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.

IV. GENERAL ALLEGATIONS

29. Plaintiff is informed and believes, and based thereon alleges, that Defendants employed Plaintiff and Aggrieved Employees in California during the liability period. Plaintiff and all other aggrieved employees were compensated based upon an hourly rate and have at all relevant times been non-exempt within the meaning of the California Labor Code and the implementing rules and regulations of the IWC Wage Orders.

30. On information and belief, and during the relevant time frame, all aggrieved employees were residents of California and citizens of the United States.

31. Defendants willfully misclassified Plaintiff and certain Aggrieved Employees as independent contractors. Plaintiff and Aggrieved Employees worked for Defendants in positions including, among other things, Sales/Factory Representatives, contacting leads to schedule sales appointments, and traveling to customers' homes to pitch and sell Defendants' water treatment systems.

32. Plaintiff and Aggrieved Employees were actually employees under California law, in that: (1) they were not free from Defendants' control and direction in the performance of their work, both under the contract for the performance of the work and in fact; (2) the work they performed was entirely within the usual course of Defendants' business; and (3) at no time were Plaintiff and Aggrieved Employees customarily engaged in an independently established trade, occupation, or business of the same nature as the work they performed for Defendants.

33. By way of example only, Defendants exercised the ability to assign and adjust work assignments among team members, including Plaintiff and Aggrieved Employees. Defendants'

management had final authority over Plaintiff's and Aggrieved Employees' assignments, workload, and operations. Defendants conducted weekly sales team calls that Plaintiff and Aggrieved Employees were required to attend. Defendants retained unilateral discretion to require Plaintiff and Aggrieved Employees to work specified working hours. Defendants trained Plaintiff and Aggrieved Employees and provided them with company-issued pitch books and tools specific to Defendants that Plaintiff and Aggrieved Employees were required to use to perform their jobs. Defendants directed Plaintiff and Aggrieved Employees on how to perform their work assignments. Defendants suffered or permitted Plaintiff and Aggrieved Employees to perform off-the-clock work, including, among other things, driving between appointments, transporting company deposits to the bank, and remaining on-site during installations, without compensation. By controlling Plaintiff's and Aggrieved Employees' work assignments, and directing how such assignments were to be performed – including directing and controlling appointment scheduling, sales methodology, training requirements, customer service follow-up, and scope of work – Defendants directed and controlled the specific tasks, methods, and outputs of Plaintiff's and Aggrieved Employees' work.

34. Throughout Plaintiff's and Aggrieved Employees' entire employment with Defendants, Plaintiff and Aggrieved Employees spent few to none of their working hours performing work that was primarily intellectual, managerial, or creative, or work that required the regular and customary exercise of discretion and independent judgment with respect to matters of significance on more than an occasional basis.

35. Throughout Plaintiff's and Aggrieved Employees' employment, and as a result of Defendants' misclassification of Plaintiff and certain Aggrieved Employees, Plaintiff and Aggrieved Employees were required to: work without being paid all wages earned for labor performed each pay period; work in excess of eight (8) hours per day and/or forty (40) hours per week without receiving overtime compensation; work without being paid minimum wage for all hours worked; work off the clock, including, among other things, driving between appointments, transporting company deposits to the bank, and remaining on-site during installations; work in excess of five hours per day without being provided meal periods and not compensated one (1) hour of pay at the regular rate of compensation for each workday that a meal period was not provided; work without

being permitted or authorized a minimum ten-minute rest period for every four hours or major fraction thereof worked and not compensated one (1) hour of pay at their regular rate of compensation for each workday that a rest period was not provided; work without being provided wage statements containing all required information; work without being paid all earned wages upon separation from Defendants' employ; and work without being reimbursed for necessary business-related expenses, including personal cell phones, personal computers, and personal vehicles used for Defendants' benefit.

36. During Plaintiff's employment with Defendants, Plaintiff was either required to work through mandatory meal and rest breaks or was often times interrupted during his meal and rest breaks resulting in shortened meal and rest breaks. On information and belief, Plaintiff and other similarly situated employees were not paid for their missed meal and/or rest breaks with one hour of premium pay at the regular rate of pay.

37. During Plaintiff's employment with Defendants, Plaintiff was regularly required to work over 8 hours in one day, and/or over 40 hours in one week. On information and belief, Plaintiff and other similarly situated employees were not paid for all overtime worked.

38. Upon information and belief, Defendants regularly failed to pay Plaintiff and other non-exempt employees for all hours worked including minimum wage, overtime and double time pay.

39. As a consequence, Plaintiff and other similarly situated non-exempt employees, were not paid all wages upon termination and were not provided accurate wage statements.

40. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not compensated for all hours/time worked, as Defendants would regularly suffer and permit Plaintiff and Aggrieved Employees to work off the clock, but Plaintiff and Aggrieved Employees were not compensated for hours worked off the clock. For example, Defendants, among other things, suffered and permitted Plaintiff and Aggrieved Employees to perform work off the clock, including, among other things, driving between appointments, transporting company deposits to the bank, and remaining on-site during installations. Yet Defendants neither compensated Plaintiff and Aggrieved Employees for such work nor counted the time spent working off the clock for purposes of

calculating overtime. As a result, Defendants failed to pay Plaintiff and Aggrieved Employees for all hours worked at a rate no less than the applicable minimum, overtime, or double time wage.

41. Plaintiff is informed and believes that he and Aggrieved Employees were not properly compensated for all overtime and double time worked, as Defendants would fail to compensate employees for all time worked or fail to compensate Plaintiff and Aggrieved Employees at the applicable required overtime or double time rate. As a result, Defendants failed to pay Plaintiff and Aggrieved Employees for all overtime and double time hours worked at the applicable overtime and double time rate.

42. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were caused to endure unprovided, untimely, shortened and/or interrupted meal periods of at least thirty (30) minutes for many of the work days such employees worked more than five (5) hours, and were not paid one (1) hour of premium wages at the regular rate of compensation in lieu thereof, all in violation of the California Labor Code. Defendants did not provide meal periods to Plaintiff and certain Aggrieved Employees because, among other things, Defendants misclassified them as independent contractors and therefore did not give them meal breaks; indeed, Defendants did not tell Plaintiff and Aggrieved Employees that they were permitted to take meal breaks. Even to the extent any meal breaks were provided, they were non-compliant. For example, Defendants required Plaintiff and Aggrieved Employees to drive between appointments, transport company deposits to the bank, and remain on-site during installations during "breaks"; thus, even if meal breaks were provided, they were interrupted and therefore non-compliant. Accordingly, Plaintiff and Aggrieved Employees were not provided lawful meal periods and were not provided with one hour of wages in lieu thereof under Defendants' policies and practices.

43. Plaintiff is informed and believes that during the liability period, Plaintiff and Aggrieved Employees were caused to endure unprovided, untimely, shortened and/or interrupted duty-free rest periods of at least ten (10) minutes per four (4) hours worked and were not paid one (1) hour of premium wages at the regular rate of compensation in lieu thereof, all in violation of the California Labor Code. Defendants routinely failed to authorize and permit Plaintiff and Aggrieved Employees to take their ten (10) minute rest periods for each four (4) hours, or major fraction thereof,

they had worked. For example, due to the pressure of business, Plaintiff and Aggrieved Employees routinely performed four consecutive hours of work without receiving a ten-minute rest period. As another example, Defendants did not provide Plaintiff and Aggrieved Employees with ten-minute rest breaks because Defendants misclassified Plaintiff and certain Aggrieved Employees as independent contractors and therefore did not give them rest breaks; indeed, Defendants did not tell Plaintiff and Aggrieved Employees that they were permitted to take rest breaks. As another example, even to the extent any rest breaks were provided, they were non-compliant. For example, Defendants required Plaintiff and Aggrieved Employees to drive between appointments, transport company deposits to the bank, and remain on-site during installations during "breaks"; thus, even if rest breaks were provided, they were interrupted and therefore non-compliant. Accordingly, Plaintiff and Aggrieved Employees were not provided lawful rest periods and were not provided with one hour of wages in lieu thereof under Defendants' policies and practices.

44. Defendants did not fully compensate Plaintiff and the Aggrieved Employees for hourly wages during the liability period, including by virtue of the fact that Defendants did not compensate Plaintiff and Aggrieved Employees with one extra hour of pay for Defendants' failure to provide such Non-Exempt Employees with each of their authorized rest periods and meal periods during the liability period.

45. Upon information and belief, Defendants failed to provide accurate itemized wage statements to Plaintiff and Aggrieved Employees. As an initial matter, Defendants did not provide itemized wage statements to some or all of the Aggrieved Employees, including Plaintiff; upon information and belief, and by way of example only, Defendants failed to provide itemized wage statements due to Defendants' policy of misclassifying Plaintiff and certain Aggrieved Employees as independent contractors. As another example, Defendants failed to provide compliant wage statements because no wage statements were provided reflecting all compensable hours Plaintiff and Aggrieved Employees worked, including time lost due to Defendants' practice of requiring employees to perform work off the clock, including, among other things, driving between appointments, transporting company deposits to the bank, and remaining on-site during installations, without compensation, which resulted in employees not being paid for all hours and overtime hours

worked. As another example, Defendants failed to provide compliant wage statements because no wage statements were provided reflecting meal and/or rest period premiums owed for shifts with non-compliant meal and/or rest periods.

46. Upon information and belief, Defendants failed to reimburse and/or indemnify Plaintiff and Aggrieved Employees for all necessary expenditures incurred, including but not limited to employees' use of their personal cell phones, personal computers, and personal vehicles for Defendants' benefit.

47. Upon information and belief, Defendants failed to keep accurate records pursuant to Labor Code § 1174.5.

48. Upon information and belief, Defendants failed to timely pay Plaintiff and Aggrieved Employees all wages due and owing upon separation of employment. Defendants failed to pay Aggrieved Employees who quit or were discharged all earned wages for hours worked because Defendants required Plaintiff and Aggrieved Employees to perform work off the clock, including driving between appointments, transporting company deposits to the bank, and remaining on-site during installations outside assigned or completed work hours, such that employees overall lost hours worked, required Plaintiff and Aggrieved Employees to perform unpaid overtime, and failed to pay Plaintiff and Aggrieved Employees wages for non-compliant meal and rest periods and wages for all hours worked, among other things.

49. Upon information and belief, Defendants knew and/or should have known that it is improper to implement policies and commit unlawful acts such as:

(a) willfully misclassifying employees as independent contractors;

(b) requiring employees to perform work subject to the control of Defendants without being compensated at least minimum wages, or overtime wages for overtime hours worked, or double time wages for double time hours worked;

(c) suffering or permitting employees to perform work off the clock, including driving between appointments, transporting company deposits to the bank,

and remaining on-site during installations, without recording or compensating for such time;

(d) requiring employees to work in excess of five (5) hours or ten (10) hours per day without being provided an uninterrupted thirty-minute meal period and/or a second meal period, and without compensating employees with one (1) hour of pay at the regular rate of compensation for each workday that such a meal period was not provided;

(e) requiring employees to work four (4) hours or a major fraction thereof without being provided a minimum ten (10) minute rest period and without compensating the employees with one (1) hour of pay at the employees' regular rate of compensation for each workday that a rest period was not provided;

(f) requiring employees to pay for their own necessary expenses and/or business losses, including but not limited to the use of personal cell phones, personal computers, and personal vehicles for Defendants' benefit;

(g) failing to pay all wages earned during the regular pay period;

(h) failing to provide accurate itemized wage statements containing all required information; and

(i) failing to timely pay all wages earned upon separation from Defendants' employ.

50. In addition to the violations above, and on information and belief, Defendants knew they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted herein, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so.

V. REPRESENTATIVE CLAIMS

THE PRIVATE ATTORNEYS GENERAL ACT – LABOR CODE §§ 2698 *et seq.*

51. Plaintiff incorporates by reference and re-alleges each and every allegation contained above, as though fully set forth herein.

52. On or about August 5, 2026, Plaintiff complied with notice requirements pursuant to Labor Code section 2699.3. A copy of the notice was electronically submitted to the LWDA and a copy was also mailed via certified mail to Defendants indicating that they were on notice of the claims alleged here and that the notice requirement has been satisfied. More than sixty-five days have passed and the LWDA has not indicated intent to investigate the claims and Defendants did not provide notice of an attempt to cure any of the alleged violations. Therefore, Plaintiff may proceed with this action in a representative capacity. The substance and violations set forth in this Complaint of which the LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative Action Complaint to the LWDA.

53. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a). Plaintiff brings this cause of action on behalf of the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general. Pursuant to *Balderas v. Fresh Start Harvesting, Inc.*, 101 Cal. App. 5th 533, 320 Cal. Rptr. 3d 326, 327 (2024), as modified (Apr. 18, 2024) Plaintiff does not bring an individual claim against his former employer, only a PAGA action for himself and other employees of the company. Plaintiff is not suing in his individual capacity but rather proceeding herein solely under the PAGA, on behalf of the State of California for all aggrieved employees, including himself and other aggrieved employees.

54. Pursuant to Labor Code section 2699(a) Plaintiff seeks to recover civil penalties due and owing for which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint, including without limitation, Labor Code sections 201-203, 204, 218, 218.5, 218.6, 226, 226.3, 226.7, 226.8, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 2802, 2802(a) and 2698 *et seq.*, applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.*

55. At all times relevant, Plaintiff and all other aggrieved employees regularly performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and rest break requirements of the applicable IWC wage order and the Labor Code.

56. Defendants violated Labor Code section 226.8 by willfully misclassifying Plaintiff and certain Aggrieved Employees as independent contractors, as discussed above. Labor Code

section 226.8, subdivision (a)(1), makes it unlawful for any person or employer to engage in the willful misclassification of an individual as an independent contractor.

57. Defendants violated Labor Code sections 510, 558, and 1194 by failing to accurately pay overtime wages as discussed above due to Defendants' misclassification of Plaintiff and certain Aggrieved Employees as independent contractors, Defendants' unlawful off-the-clock practices, and Defendants' failure to pay for all hours worked in excess of eight hours in a day and/or 40 hours in a workweek. Therefore, Defendants violated sections 510, 558, and 1194 by not compensating its Non-Exempt Employees for work performed in excess of eight (8) hours in a day or forty (40) hours in a work week. Section 510 of the Labor Code codifies the right to overtime compensation at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week, and at the rate of twice the regular rate of pay for all hours worked in excess of twelve (12) hours in one day.

58. Defendants also violated Labor Code sections 200, 1194, and 1197 for failing to pay minimum wages as described above. Labor Code section 1197 provides that employees are to be paid minimum wage for each hour worked and cannot be averaged and/or payment of a lesser wage than the established minimum is unlawful.

59. Defendants violated Labor Code section 204 by failing to pay Plaintiff and Aggrieved Employees all wages earned for labor performed in each pay period, including wages for off-the-clock work and premium wages for missed or non-compliant meal and rest periods, as discussed above.

60. Defendants violated Labor Code sections 512 and 226.7 for failing to provide timely, uninterrupted meal periods and requiring unlawful on-duty meal periods, or compensation in lieu thereof. Pursuant to Labor Code section 512, no employer shall employ an employee for a work period of more than five (5) hours without providing a meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.

61. Defendants failed to provide Plaintiff and all other aggrieved employees uninterrupted duty-free first meal periods of not less than thirty (30) minutes. Defendants implemented and enforced policies and practices which required employees to work during their

meal periods, to forego their meal periods, and/or to return to work from meal periods prior to thirty (30) uninterrupted minutes. Defendants also failed to provide meal periods to Plaintiff and certain Aggrieved Employees because Defendants misclassified them as independent contractors, and required employees to drive between appointments, transport company deposits to the bank, and remain on-site during installations during "breaks," such that any meal periods provided were interrupted and non-compliant. Defendants also failed to pay Plaintiff and Aggrieved Employees one (1) hour of pay at their regular rate of compensation for each workday a compliant meal period was not provided. As a proximate result of the aforementioned violations, Plaintiff and all other Aggrieved Employees have been damaged in an amount according to proof at time of trial.

62. Plaintiff, and on information and belief, all aggrieved employees, were systematically not permitted or authorized to take one ten-minute rest period for every four hours worked or major fraction thereof, which is a violation of the Labor Code and the applicable IWC Wage Order, section 12. On shifts where Plaintiff and aggrieved employees worked in excess of three and a half hours, they were routinely not permitted or authorized to take lawful rest periods. Plaintiff, and on information and belief, aggrieved employees, were not compensated with one hour of wages for every day in which a rest period was missed, untimely or cut short as a result of Defendants' policies, practices, or work demands. By failing to authorize and permit a ten-minute rest period for every four hours or major fraction thereof worked per day, and by failing to provide compensation for such unprovided rest periods as alleged above, Defendants willfully violated the provisions of Labor Code sections 226.7, 512 and the applicable IWC Wage Order.

63. Defendants failed to reimburse Plaintiff and other similarly aggrieved employees for all necessary expenditures required by Defendants, including but not limited to the use of personal cell phones, personal computers, and personal vehicles for Defendants' benefit, in violation of Labor Code section 2802.

64. On information and belief, Defendants failed to provide accurate itemized wage statements pursuant to Labor Code section 226. Defendants did not provide itemized wage statements to some or all of the Aggrieved Employees, including Plaintiff, due to Defendants' policy of misclassifying Plaintiff and certain Aggrieved Employees as independent contractors, and any

wage statements provided failed to include all hours worked, including off the clock, overtime and the accurate overtime rate, and the lawful meal and rest period premiums earned, which are due and owing to Plaintiff and the aggrieved employees. As a result, Plaintiff and Aggrieved Employees were harmed as they are unable to determine if they were appropriately compensated for all hours worked.

65. On information and belief, Defendants failed to maintain accurate records as required by Labor Code section 1174.5.

66. As a result of Defendants' unlawful conduct, Plaintiff and Aggrieved Employees are entitled to civil penalties for each of the violations alleged herein.

67. Plaintiff and the Representative Aggrieved Employees are entitled to recover penalties and attorneys' fees and costs under Labor Code sections 2698, *et seq.*

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For penalties according to proof, pursuant to Labor Code §§ 2698 *et seq.*;

2. For reasonable attorneys' fees and costs; and

3. For such other and further relief as the Court deems proper.

Dated: October 14, 2026

MAKAREM & ASSOCIATES, APLC

By: Nizamuddin Shaikh

Nizamuddin Shaikh, Esq.
Attorney for Plaintiff, on behalf of the general public and all other aggrieved employees