ELECTRONICALLY FILED
Superior Court of California
County of Sacramento
10/16/2026
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

JASON HARNACK, on behalf of the State of California and all Aggrieved Employees,

Plaintiff,

v.

IRON MECHANICAL, INC., a California Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 26CV019282

FIRST AMENDED COMPLAINT FOR VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT, CAL. LABOR CODE SECTIONS 2698, et seq.:

1. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.]

Plaintiff JASON HARNACK ("Plaintiff"), based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, alleges as follows:

INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiff brings this action against Defendant IRON MECHANICAL, INC. and Does 1 through 50 (IRON MECHANICAL, INC. and Does 1 through 50 are collectively referred to as "Defendants") for civil penalties under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq*. ("PAGA") stemming from Defendants' failure to pay all wages due; failure to provide meal periods or compensation in lieu thereof; failure to provide rest periods or compensation in lieu thereof; failure to provide accurate itemized wage statements upon payment of wages; failure to reimburse for necessary expenditures; failure to pay wages of terminated or resigned employees; failure to pay all earned wages twice per month.

2. For over 50 years, California's courts and legislature have recognized that this state's wage-and-hour laws serve a compelling public interest of fostering a stable job market. Wages are not ordinary debts. Because of the economic position of the average worker and his or her family, it is essential to the public welfare that employers obey the wage-and-hour laws so that employees are promptly paid the minimum/overtime wages that the Legislature has required for employees. So fundamental are California's wage-and-hour laws that the Legislature has criminalized certain types of violations. In extending extra protection to deter violations of these underlying statutes—since Plaintiff is not seeking general and/or special damages, restitution or other damages other than civil penalties—California has enacted the PAGA to permit an individual to bring an action on behalf of himself and on behalf of others for PAGA penalties only, which is the precise and sole nature of this action.

3. All California current and former non-exempt employees that worked for Defendants at any location in California during the relevant statutory period are "Aggrieved Employees."

4. Plaintiff brings this action against Defendants seeking only to recover penalties for himself, on behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the

State of California. Plaintiff does not seek to recover anything other than penalties as permitted by California Labor Code § 2699 at this time. To the extent that statutory violations are mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages for those violations, but simply penalties as permitted by California Labor Code § 2699, declaratory relief, and injunctive relief for himself and all aggrieved employees as permitted by the PAGA.

5. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including Los Angeles County. As such and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

6. On information and belief, Defendants, and each of them were 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 and are 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 Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior".

THE PARTIES

A. Plaintiff

8. Plaintiff JASON HARNACK is a California resident that worked for Defendants in Sacramento County as an installer from July 13, 2026 to August 14, 2026 primarily in Sacramento County.

B. Defendants

9. Plaintiff is informed and believes, and based upon that information and belief alleges, that defendant IRON MECHANICAL, INC. is:

(a) A California Corporation doing business in California.

(b) The former employer of Plaintiff, and the current and/or former employer of the Aggrieved Employees' group.

10. Plaintiff does not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

11. At all times mentioned herein, the defendants named as Does 1-10, 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 Plaintiff and the Aggrieved Employees in the State of California.

12. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendants, directly or indirectly, or through agents or other persons, employed Plaintiff and the other Aggrieved Employees, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes 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. Plaintiff is informed and believes and thereon alleges that each Defendants acted pursuant to and within the scope of the relationships alleged above, that each Defendants knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

GENERAL ALLEGATIONS

13. Plaintiff JASON HARNACK worked for Defendants in Sacramento County, California as an installer from July 13, 2026 to August 14, 2026. At all times Defendants classified Plaintiff as non-exempt. During the statutory time period, Plaintiff was typically scheduled to work 5 days in a workweek, and typically over 8 hours in a single workday.

14. Throughout Plaintiff's employment, Defendants committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

15. Under California law, an employer must pay for all hours worked by an employee. "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.

16. Labor Code §1194, subdivision (a) provides that notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit. Further, pursuant to Labor Code §1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

17. Labor Code § 1197 provides the California requirement that employees must be paid at least the minimum wage fixed by the IWC, and any payment of less than the minimum wage is unlawful. Furthermore, "in any action under Labor Code §§ 98, 1193 .6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon ... " See California Labor Code § 1194.2.

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

19. Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

20. The California Supreme Court has issued a decision confirming the way employers must compensate employees for missed meal and rest breaks under state law. *Ferra v. Loews Hollywood Hotel, LLC*, 40 Cal.App.5th 1239 (2019). In *Ferra v. Loews Hollywood Hotel, LLC*, the Court unanimously ruled that employers must pay their California employees premiums for meal, rest, and recovery break violations at the employees' regular rate of pay as opposed to the base hourly rate.

21. In *Oliver v. Konica Minolta Business Solutions U.S.A., Inc.* (2020) 51 Cal.App.5th, the California Court of Appeal held that service technicians who used their personal vehicles to carry supplies and tools to and from customer locations may be entitled to compensation for their time driving from home to their first customer site in the morning and back to their home from their last customer site in the afternoon/evening, as well as mileage reimbursement.

22. Throughout the statutory period, Defendants maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees for all hours worked. Based on information and belief, Plaintiff and the Aggrieved Employees were regularly required to work off-the-clock, uncompensated, as at certain job sites, Plaintiff and the Aggrieved Employees were required to arrive before the scheduled start of their shifts and wait in line with other employees to use the only timekeeping machine so that they could clock in by their scheduled shift start time. Plaintiff and the Aggrieved Employees were not compensated for the time spent waiting in line to clock in.

23. Based on information and belief, Plaintiff and the Aggrieved Employees were also regularly required to work off-the-clock, uncompensated as they were required to arrive early to put on the safety gear prior to clocking in to work but were not compensated for that time.

24. Based on information and belief, Plaintiff and the Aggrieved Employees were also regularly required to perform uncompensated, off-the-clock work after the conclusion of their scheduled shifts. Specifically, Plaintiff and the Aggrieved Employees were required to clock out and thereafter carry work-related tools to their vehicles and load those tools into their vehicles without compensation. Plaintiff and the Aggrieved Employees were further required to wash and clean their heavily soiled work vests after their scheduled shifts, for which they likewise received no compensation.

25. Based on information and belief, throughout the statutory period, Defendants also failed to accurately record and compensate Plaintiff and the Aggrieved Employees for all time actually worked. Based on information and belief, at certain job sites, Defendants did not provide an electronic timekeeping system or other means by which Plaintiff and the Aggrieved Employees could independently record their actual hours worked. Instead, Defendants' supervisors recorded time on handwritten time sheets that reflected Plaintiff's and the Aggrieved Employees' scheduled shift times rather than their actual start and end times, thereby resulting in inaccurate time records and the failure to compensate Plaintiff and the Aggrieved Employees for all hours worked.

26. Most importantly, based on information and belief, Defendants failed to compensate Plaintiff and the Aggrieved Employees for compensable travel time to and from their assigned job sites. Plaintiff and the Aggrieved Employees were required to take work tools home at the end of their shifts, transport those tools in their personal vehicles, and return them to the job site the following workday. As a result of these requirements, Plaintiff and the Aggrieved Employees were subject to Defendants' control during their commutes and were restricted in their ability to use that travel time for their own purposes. Defendants further failed to compensate Plaintiff and the Aggrieved Employees for travel to assigned job sites that required substantially longer travel than their ordinary or customary commute. By maintaining these practices and failing to pay Plaintiff and the Aggrieved Employees for all compensable hours worked, Defendants also failed to maintain accurate records of their actual hours worked.

27. Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Despite these legal requirements, Defendants wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendants did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Moreover, Defendants did not have adequate written policies or practices providing meal periods for Plaintiffs and the Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the timing of meal periods.

28. Based on information and belief, throughout the statutory period, Defendants failed to instruct and permit Plaintiff and Aggrieved Employees to record their meal periods. Instead, Defendants maintained a practice of falsifying meal-period records by automatically recording 30-minute meal periods at a predetermined time during each shift and automatically deducting 30 minutes from employees' compensable time, regardless of whether a meal period was actually taken, when it was taken, or whether it was timely and otherwise compliant. Defendants consistently recorded and deducted a 30-minute meal period from 11:00 a.m. to 11:30 a.m., irrespective of Plaintiff's and Aggrieved Employees' actual shift start time or the actual time at which Plaintiff took a meal period. Moreover, even accepting Defendants' falsified records reflecting an 11:00 a.m. meal-period start time, Plaintiff and the Aggrieved Employees

who began work before or at 6:00 a.m. were, by default, recorded as receiving meal periods more than five hours after the start of their shifts.

29. Based on information and belief, despite Defendants' failure to provide lawful meal periods, Defendants implemented a policy and/or practice of rounding the start and end times of Plaintiff's and the Aggrieved Employees' meal periods and/or automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods (including meal periods restricted to Defendants' premises), despite having actual and/or constructive knowledge that Plaintiff and the Aggrieved Employees did not receive lawful meal periods.

30. Based on information and belief, throughout the statutory period, Defendants maintained a practice at certain jobsites of failing to provide employees with compliant meal and rest periods by instructing, requesting, and/or permitting employees to combine their meal and rest periods into a single 45-minute period, thereby depriving employees of separate, timely, and legally compliant meal and rest periods. Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

31. Based on information and belief, despite Defendants' failure to provide lawful meal periods, Defendants implemented a policy and/or practice of rounding the start and end times of Plaintiff's and the Aggrieved Employees' meal periods and/or automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods (including meal periods restricted to Defendants' premises), despite having actual and/or constructive knowledge that Plaintiff and Aggrieved Employees did not receive lawful meal periods.

32. Moreover, based on information and belief, Defendants failed to keep accurate records of the true start and end times of Plaintiff's and the Aggrieved Employees' meal periods. Based on information and belief, to the extent meal period were recorded, Defendants illegally rounded the start and end times of purported meal periods resulting in Plaintiff and the Aggrieved Employees not being paid for all time worked as well as late and/or shortened meal periods. See *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

33. Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. Defendants, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendants did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendants did not have adequate policies or practices permitting or authorizing rest periods for Plaintiffs and the Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the timing of rest periods. Based on information and belief, Plaintiff and the Aggrieved Employees regularly missed their rest periods. Based on information and belief, throughout the statutory period, Defendants also maintained a practice at certain jobsites of failing to provide employees with compliant rest periods by instructing, requesting, and/or permitting employees to combine their meal and rest periods into a single 45-minute period, thereby depriving employees of separate, timely, and legally compliant rest periods. Accordingly, Defendants' policy and practice was for Plaintiffs and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

34. California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

35. Throughout the statutory period, Defendants wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants without reimbursement. Defendants required Plaintiff and the Aggrieved Employees

to purchase tools necessary to perform their work but failed to reimburse for those tools. Based on information and belief, Defendants also required Plaintiff and the Aggrieved Employees to use their personal cell phones to download an application on their phones to clock in and out for work in certain jobsites, to check their schedules and hours, to send and receive work related photos, prints, texts and calls but failed to reimburse Plaintiff and the Aggrieved Employees for a reasonable portion of their personal cell phone bills. Based on information and belief, Defendants also failed to reimburse Plaintiff and the Aggrieved Employees for the mileage when they used their personal vehicles to drive to the jobsites as Plaintiff and the Aggrieved Employees were required to take the tools necessary for their work home and take them back to the jobsite next day and when they used their personal vehicles to drive to the stores to purchase tools and materials necessary to perform work. Based on information and belief, Defendants also failed to reimburse for washing the heavily soiled vests. Plaintiff and the Aggrieved Employees incurred these expenses as a direct result of performing their job duties for Defendants, and Defendants have failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

36. Labor Code § 246 (a) an employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days. Labor Code § 246 (i) requires employers to provide an employee with written notice that sets forth the amount of paid sick leave available. Based o information and belief, tthroughout the relevant time period, Defendants failed to provide accurate paid sick leave to Plaintiff and the Aggrieved Employees. Defendants improperly calculated the sick leave accrual and the sick leave rate of pay owed to Plaintiff and the Aggrieved Employees by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to work completed during unpaid meal periods and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses and/or other non-discretionary compensation into the sick leave pay rate

calculation). Based on information and belief, Defendants further failed to provide notice of the correct sick leave amount balance available to Plaintiff and the Aggrieved Employees on their wage statements or other written statements. In addition, Defendants failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the Aggrieved Employees. But for this failure, Plaintiff and the Aggrieved Employees would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation. In violation of Labor Code § 247.5, Defendants failed to maintain records documenting the hours worked and paid sick days accrued and used by Plaintiff and the Aggrieved Employees, permitting the presumption that Plaintiff and the Aggrieved Employees were entitled to the maximum number of hours accruable under this article.

37. Labor Code § 6400 provides that every employer shall furnish employment and a place of employment that is safe and healthful for the employees therein.

38. Labor Code § 6401 provides that every employer shall furnish and use safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful. Every employer shall do every other reasonably necessary thing to protect the life, safety, and health of employees.

39. Labor Code § 6402 provides that no employer shall require or permit any employee to go or be in any employment or place of employment which is not safe and healthful.

40. Labor Code § 6403 provides no employer shall fail or neglect to do any of the following:

(a) To provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe.

(b) To adopt and use methods and processes reasonably adequate to render the employment and place of employment safe.

(c) To do every other thing reasonably necessary to protect the life, safety, and health of employees.

41. Labor Code § 6404 provides that no employer shall occupy or maintain any place of employment that is not safe and healthful.

42. Based on information and belief, Defendants failed to furnish employees with safety devices and implement necessary processes and practices necessary to prevent injuries at work. Specifically, Defendants failed to provide harness when Plaintiff and Aggrieved Employees worked on roofs or provide enough shade. Defendants also failed to cover plumbing trenches with plywood creating an unsafe working environment. Defendants also failed to provide all the protective equipment necessary for the work performed on the jobsites.

43. Based on information and belief, Defendants also failed to provide training to employees on how to use personal protective equipment and safety resources. Defendants failed to provide training materials and conduct training for employees regarding health and safety measures and usage and maintenance of equipment. As a result, employees were exposed to the risk of injuries. For example, as a result of failure to cover the plumbing trench with plywood and lack of training, Plaintiff fell into a plumbing trench. As a result, Defendants failed to establish proper safety procedures and take proper health and safety measures. Defendants also failed to establish and properly supervise employees on enforcement of safety and injuries reporting procedures.

44. Labor Code § 6401.7 provides that every employer shall establish, implement, and maintain an effective injury prevention program.

45. Defendants failed to establish and maintain a program that will prevent Plaintiff and the Aggrieved Employees from injuries as well as other health and safety hazards in the workplace. Specifically, Defendants failed to establish adequate injury prevention program and conduct proper training to employees how to use safety equipment, reporting on hazards.

46. California Code of Regulations title 8, Section 3395(d) provides that shade shall be present when the temperature exceeds 80 degrees Fahrenheit. When the outdoor temperature in the work area exceeds 80 degrees Fahrenheit, the employer shall have and maintain one or more areas with shade at all times while employees are present that are either open to the air or provided with ventilation or cooling.

47. California Code of Regulations. title 8, Section 3395(d) also provides that employees shall be allowed and encouraged to take a preventative cool-down rest in the shade when they feel the need to do so to protect themselves from overheating. Such access to shade shall be permitted at all times.

48. California Code of Regulations title 8, Section 3395(i) provides that the employer shall establish, implement, and maintain, an effective heat illness prevention plan. However, when Plaintiff and the Aggrieved Employees worked on roofs, Defendants failed to provide shade and to establish and maintain a heat illness prevention plan.

49. Labor Code § 6427 provides that any employer who violates any occupational safety or health standard, order, or special order, or Section 25910 of the Health and Safety Code, and the violation is specifically determined not to be of a serious nature, may be assessed a civil penalty of up to twelve thousand four hundred seventy-one dollars ($12,471) for each violation.

50. Labor Code § 6428 that any employer who violates any occupational safety or health standard, order, or special order, or Section 25910 of the Health and Safety Code, if that violation is a serious violation, shall be assessed a civil penalty of up to twenty-five thousand dollars ($25,000) for each violation. Employers who do not have an operative injury prevention program shall receive no adjustment for good faith of the employer or history of previous violations as provided in paragraphs (3) and (4) of subdivision (c) of Section 6319.

51. Labor Code § 6429 that any employer who willfully or repeatedly violates any occupational safety or health standard, order, or special order, or Section 25910 of the Health and Safety Code, may be assessed a civil penalty of not more than one hundred twenty-four thousand seven hundred nine dollars ($124,709) for each violation, but in no case less than eight thousand nine hundred eight dollars ($8,908) for each willful violation.

52. Labor Code § 2441 provides that every employer of labor in this state shall, without making a charge therefor, provide fresh and pure drinking water to his or her employees during working hours. Access to drinking water shall be permitted at reasonable and convenient times and places. Any violation of this section is punishable for each offense by a fine of not less

than fifty dollars ($50), nor more than two hundred dollars ($200), or by imprisonment for not more than 30 days, or by both the fine and imprisonment.

53. California Code of Regulations, title 8, Section 3395(c) provides that employees shall have access to portable drinking water meeting the requirements of Sections 1524, 3363, and 3457, as applicable, including but not limited to the requirements that it be fresh, pure, suitably cool, and provided to employees free of charge. The water shall be located as close as practicable to the areas where employees are working. Where drinking water is not plumbed or otherwise continuously supplied, it shall be provided in sufficient quantity at the beginning of the work shift to provide one quart per employee per hour for drinking for the entire shift. However, Defendants failed to provide access to fresh and pure drinking water for Plaintiff and the Aggrieved Employees in compliance with above mentioned requirement. On information and belief, Plaintiff and the Aggrieved Employees were not provided with fresh and pure drinking water when they worked on roofs.

54. Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

55. Throughout the statutory period, the employment of Plaintiff and many other Aggrieved Employees ended, i.e. were terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

56. Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

57. Labor Code § 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Lab. Code § 204(a). The requirements of this § shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Lab. Code § 204(d). Throughout the statutory period, employees were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendants systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

58. During the statutory period, Defendants failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including failure to identify pay period, the failure to identify the correct address of Defendants, the failure to identify accrued paid sick leave, the failure to correctly list gross wages earned, the failure to list the true net wages earned, wages for meal and rest periods that were not authorized and permitted to take in accordance with

California law, and correct wages earned for all hours worked). As a result of these violations of California Labor Code § 226(a), the Plaintiff and the Aggrieved Employees suffered injury. Thus, Plaintiff and the Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e).

59. Together, Labor Code §§ 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including §§ 1174, 1197, and 1198, or order or ruling of the commission. Therefore, Defendants' violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, business expenses and other violations described herein result in separate violations of §§ 1198 and 1199, which subject Defendants to civil penalties under Labor Code §§ 1197.1 and 2699.

FIRST CAUSE OF ACTION

(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 et seq.)

60. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as though fully set forth herein.

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

62. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in § 2699.3."

63. Plaintiff has exhausted his administrative remedies pursuant to California Labor Code § 2699.3. On August 11, 2026, prior to filing this complaint, Plaintiff gave written notice

by electronically filing the notice with the Labor Workforce Development Agency ("LWDA") and the Department of Industrial Relations Division of Occupational Safety and Health ("Cal/OSHA") (LWDA Case No. LWDA-CM-1196882-26) and by certified mail to Defendants of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violations as required by Labor Code Section 2699.3. A true and correct copy of Plaintiff's letter sent to the LWDA and Cal/OSHA dated August 11, 2026, is attached hereto as "**Exhibit A**". As of the filing of this complaint, LWDA and Cal/OSHA have not responded to the written notice.

64. The statute of limitations is tolled while a plaintiff exhausts his/her administrative remedies with California's Labor and Workforce Development Agency (LWDA) prior to suit, which is required by the statute. *See* Cal. Lab. Code § 2699.3(d).

65. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice and Cal/OSHA failed to provide notice of its intent to investigate Plaintiff's claims, and/or issue a citation. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 218.5, 225.5, 226, 226.3, 226.6, 233, 234, 558, 558.1,1174.5, 1197.1, 1198, 1198.5, 1199, 2802, 2699(f)(2) and 6427-6429.

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

67. Based on the conduct described in this Complaint, Plaintiff is entitled to an award

of civil penalties on behalf of himself, the State of California, and similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

68. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant to Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and the Aggrieved Employees pray for judgment as follows:

1. For civil penalties for each violation for Plaintiff and each Aggrieved Employee as provided by law, including, but not limited to, those civil penalties provided by statute, provided by PAGA;

2. For costs of suit and expenses incurred herein pursuant to Labor Code §§ 2699, subdivision (g) and any other statutory basis or pursuant to the California Rules of Court;

3. For reasonable attorneys' fees pursuant to Labor Code §§ 2699, subdivision (g), 2802, Code of Civil Procedure § 1021.5, and any other statutory basis;

4. For an order temporarily, preliminarily and permanently enjoining and restraining Defendants from engaging in similar unlawful conduct as set forth herein; and

5. For all such other and further relief as the Court may deem just and proper.

Dated: October 16, 2026

Respectfully submitted,

TUNYAN LAW, APC

By: _____

Lilit Tunyan
Artur Tunyan

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

Exhibit “A”

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323-410-5050
ltunyan@tunyanlaw.com

August 11, 2026

VIA ONLINE SUBMISSION
Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGAfilings@dir.ca.gov

VIA ONLINE SUBMISSION
Department of Industrial Relations
Division of Occupational Safety and Health
1515 Clay Street, Suite 1901
Oakland, CA 94612

VIA CERTIFIED MAIL
Return Receipt Requested
Iron Mechanical, Inc. and
Jedidah Kane Risse
Agent for Service of Process for
Iron Mechanical, Inc.
721 North B Street, Suite 100
Sacramento, CA 95811

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE SECTION § 2698 ET SEQ.

Re: *Harnack v. Iron Mechanical, Inc.*

To Whom It May Concern:

Please be advised that my office has been retained by Jason Harnack ("Plaintiff") to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer Iron Mechanical, Inc. ("Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Plaintiff alleges Defendant engaged in with respect to Plaintiff and all of Defendant's aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of himself as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission ("IWC").

Plaintiff works for Defendant as an installer starting from July 13, 2026 primarily in Sacramento County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked five days per week, and over eight hours each workday.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Individual Liability Under Labor Code § 558.1

Labor Code § 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code §§ 203, 226, 226.7, 1194, and 2802. Defendant, at all relevant times, was an employer or person acting on behalf of employer(s) who violated Plaintiff's and the Aggrieved Employees' rights by violating various sections of the California Labor Code. The California Legislature defines "other person acting on behalf of an employer" as "a natural person who is an owner, director, officer, or managing agent of the employer." The "managing agent" definition mirrors that found in California's punitive damages statute (subdivision (b) of section 3294 of the Civil Code). Under that statute and supporting case law, "managing agents" are all employees who exercise substantial independent authority and judgment in their corporate decision-making such that their decisions ultimately determine corporate policy. *White v. Ultramar, Inc.* (1999) 21 Cal. 4th 563, 566-67. For the reasons set forth above and others, at all relevant times, any above-listed individuals meet the criteria of managing agents under California Jaw, and therefore, may be held liable under California Labor Code sections 558 and 558.1 for violations of Labor Code §§ 203,226,226.7, and 1194 as further described in detail below.

Plaintiff intends to further name any unknown individuals responsible for violations arising under Labor Code sections 558 and 558.1 after further discovery. Plaintiff will ask the Court to relate the amendment of the PAGA charge and the operative complaint to the date of filing of these charges. Plaintiff asks and demands that Defendant put these individuals on notice immediately to provide them as much notice possible to mount in defense. In the alternative, Plaintiff also offers to Defendant to place those individuals on notice if Defendant voluntarily provides their contact information.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. "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.

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

Labor Code §1194, subdivision (a) provides that notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit. Further, pursuant to Labor Code §1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

Labor Code § 1197 provides the California requirement that employees must be paid at least the minimum wage fixed by the IWC, and any payment of less than the minimum wage is unlawful. Furthermore, "in any action under Labor Code §§ 98, 1193 .6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon ... " See California Labor Code § 1194.2.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

In *Oliver v. Konica Minolta Business Solutions U.S.A., Inc.* (2020) 51 Cal.App.5th, the California Court of Appeal held that service technicians who used their personal vehicles to carry supplies and tools to and from customer locations "may" be entitled to compensation for their time driving from home to their first customer site in the morning and back to their home from their last customer site in the afternoon/evening, as well as mileage reimbursement.

Throughout the statutory period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees for all hours worked. Based on information and belief, Plaintiff and the Aggrieved Employees were regularly required to work off-the-clock, uncompensated, as at certain job sites, Plaintiff and the Aggrieved Employees were required to arrive before the scheduled start of their shifts and wait in line with other employees to use the only timekeeping machine so that they could clock in by their scheduled shift start time. Plaintiff and the Aggrieved Employees were not compensated for the time spent waiting in line to clock in.

Based on information and belief, Plaintiff and the Aggrieved Employees were also regularly required to work off-the-clock, uncompensated as they were required to arrive early to put on the safety gear prior to clocking in to work but were not compensated for that time.

Based on information and belief, Plaintiff and the Aggrieved Employees were also regularly required to perform uncompensated, off-the-clock work after the conclusion of their scheduled shifts. Specifically, Plaintiff and the Aggrieved Employees were required to clock out and thereafter carry work-related tools to their vehicles and load those tools into their vehicles without compensation. Plaintiff and the Aggrieved Employees were further required to wash and clean their heavily soiled work vests after their scheduled shifts, for which they likewise received no compensation.

Based on information and belief, throughout the statutory period, Defendant also failed to accurately record and compensate Plaintiff and the Aggrieved Employees for all time actually worked. Based on information and belief, at certain job sites, Defendant did not provide an electronic timekeeping system or other means by which Plaintiff and the Aggrieved Employees could independently record their actual hours worked. Instead, Defendant's supervisors recorded time on handwritten time sheets that reflected Plaintiff's and the Aggrieved Employees' scheduled shift times rather than their actual start and end times, thereby resulting in inaccurate time records and the failure to compensate Plaintiff and the Aggrieved Employees for all hours worked.

Based on information and belief, throughout the statutory period, Defendant also failed to instruct and permit Plaintiff and the Aggrieved Employees to record their meal periods. Instead, Defendant maintained a practice of falsifying meal-period records by automatically recording 30-minute meal periods at a predetermined time during each shift and automatically deducting 30 minutes from employees' compensable time, regardless of whether a meal period was actually taken, when it was taken, or whether it was timely and otherwise compliant. Defendant consistently recorded and deducted a 30-minute meal period from 11:00 a.m. to 11:30 a.m., irrespective of Plaintiff's and the Aggrieved Employees' actual shift start time or the actual time at which Plaintiff took a meal period. Moreover, even accepting Defendant's falsified records reflecting an 11:00 a.m. meal-period start time, Plaintiff and the Aggrieved Employees who began work before or at 6:00 a.m. were, by default, recorded as receiving meal periods more than five hours after the start of their shifts.

Most importantly, based on information and belief, Defendant failed to compensate Plaintiff and the Aggrieved Employees for compensable travel time to and from their assigned job sites. Plaintiff and the Aggrieved Employees were required to take work tools home at the end of their shifts, transport those tools in their personal vehicles, and return them to the job site the following workday. As a result of these requirements, Plaintiff and the Aggrieved Employees were subject to Defendant's control during their commutes and were restricted in their ability to use that travel time for their own purposes. Defendant further failed to compensate Plaintiff and the Aggrieved Employees for travel to assigned job sites that required substantially longer travel than their ordinary or customary commute. By maintaining these practices and failing to pay Plaintiff and the Aggrieved Employees for all compensable hours worked, Defendant also failed to maintain accurate records of their actual hours worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime. This conduct also results in violations of Labor Code §§ 218.5, 510, 558.1, 1198-1199, and all applicable IWC Wage Orders, section 12(A). These violations subject Defendant to civil penalties under Labor Code §§ 558, 558.1, 218.5, and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code Section and Wage Order provision results in a separate civil penalty, for each Aggrieved Employee, for each pay period during which the referenced statutes and Wage Order provisions were violated.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in

a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work.

Based on information and belief, throughout the statutory period, Defendant also failed to instruct and permit Plaintiff and the Aggrieved Employees to record their meal periods. Instead, Defendant maintained a practice of falsifying meal-period records by automatically recording 30-minute meal periods at a predetermined time during each shift and automatically deducting 30 minutes from employees' compensable time, regardless of whether a meal period was actually taken, when it was taken, or whether it was timely and otherwise compliant. Defendant consistently recorded and deducted a 30-minute meal period from 11:00 a.m. to 11:30 a.m., irrespective of Plaintiff's and the Aggrieved Employees' actual shift start time or the actual time at which Plaintiff took a meal period. Moreover, even accepting Defendant's falsified records reflecting an 11:00 a.m. meal-period start time, Plaintiff and the Aggrieved Employees who began work before or at 6:00 a.m. were, by default, recorded as receiving meal periods more than five hours after the start of their shifts.

Based on information and belief, throughout the statutory period, Defendant maintained a practice at certain jobsites of failing to provide employees with compliant meal and rest periods by instructing, requesting, and/or permitting employees to combine their meal and rest periods into a single 45-minute period, thereby depriving employees of separate, timely, and legally compliant meal and rest periods.

Accordingly, Defendant's policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Based on information and belief, despite Defendant's failure to provide lawful meal periods, Defendant implemented a policy and/or practice of rounding the start and end times of Plaintiff's and the Aggrieved Employees' meal periods and/or automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods (including meal periods restricted to Defendant's premises), despite having actual and/or constructive knowledge that Plaintiff and the Aggrieved Employees did not receive lawful meal periods.

Moreover, based on information and belief, Defendant failed to keep accurate records of the true start and end times of Plaintiff's and the Aggrieved Employees' meal periods. Based on information and belief, to the extent meal period were recorded, Defendant illegally rounded the start and end times of purported meal periods resulting in Plaintiff and the Aggrieved Employees not being paid for all time worked as well as late and/or shortened meal periods. See *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay

meal period premium wages. The aforementioned conduct also results in violations of Labor Code §§ 226.7, 512, and 1198- 1199, and all applicable IWC Wage Orders, section l l(A) and (C) along with all applicable IWC Wage Orders. These violations subject Defendant to civil penalties under Labor Code §§ 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each Aggrieved Employee for each pay period during which the referenced statutes and Wage Order provisions were violated. Defendant's failure to provide valid meal periods, and the automatic deduction for meal periods that were not provided/valid, ultimately results in further violations, such as violations of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendant did not have adequate policies or practices permitting or authorizing rest periods for Plaintiffs and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of rest periods. Defendant did not schedule rest periods every 4 hours or a major fraction. Based on information and belief, Plaintiff and the Aggrieved Employees regularly missed their rest periods.

Based on information and belief, throughout the statutory period, Defendant also maintained a practice at certain jobsites of failing to provide employees with compliant rest periods by instructing, requesting, and/or permitting employees to combine their meal and rest periods into a single 45-minute period, thereby depriving employees of separate, timely, and legally compliant rest periods.

Accordingly, Defendant's policy and practice was for Plaintiffs and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages. The aforementioned conduct also results in violations of Labor Code §§ 226.7, and 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject Defendant to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, § 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each Aggrieved Employee for each pay period during which the referenced statutes and Wage Order provisions were violated.

Failure to Maintain Accurate Records of Hours Worked

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees. Defendant failed to record meal periods by falsifying time records and automatically recording and deducting 30 minutes from Plaintiff's and the Aggrieved Employees' pay.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant' records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant' knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods. Defendant's failure to keep accurate and complete payroll records for Plaintiff and the Aggrieved Employees violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Defendant to civil penalties under Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee, results in a separate civil penalty.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Based on information and belief, throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement. Defendant required Plaintiff and the Aggrieved Employees to purchase tools necessary to perform their work but failed to reimburse for those tools.

Based on information and belief, Defendant also required Plaintiff and the Aggrieved Employees to use their personal cell phones to download an application on their phones to clock in and out for work in

certain jobsites, to check their schedules and hours, to send and receive work related photos, prints, texts and calls but failed to reimburse Plaintiff and the Aggrieved Employees for a reasonable portion of their personal cell phone bills.

Based on information and belief, Defendant also failed to reimburse Plaintiff and the Aggrieved Employees for the mileage when they used their personal vehicles to drive to the jobsites as Plaintiff and the Aggrieved Employees were required to take the tools necessary for their work home and take them back to the jobsite next day and when they used their personal vehicles to drive to the stores to purchase tools and materials necessary to perform work.

Based on information and belief, Defendant also failed to reimburse for washing the heavily soiled vests.

Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant have failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendant's conduct violates Labor Code §§ 201 and 202.Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination. Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. Lab. Code § 226(e)(2)(B)(iii).

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees." Lab. Code § 226(e)(1).

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding $4,000 dollars per employee. Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Lab. Code § 204(a). The requirements of this section shall be deemed satisfied by the payment

of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Lab. Code § 204(d).

Throughout the statute of limitations period applicable to this cause of action, employees were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Provide Paid Sick Leave and Written Notice of Available Paid Sick Leave (Violations of Labor Code §§ 245-248.5)

Throughout the relevant time period, Defendant failed to provide proper paid sick leave to Plaintiff and the Aggrieved Employees. Defendant either failed to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to Plaintiff and the Aggrieved Employees by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to work completed during unpaid meal periods and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses and/or other non-discretionary compensation into the sick leave pay rate calculation).

Based on information and belief, Defendant further failed to provide notice of the correct sick leave amount balance available to Plaintiff and the Aggrieved Employees on their wage statements or other written statements.

Based on information and belief, throughout the relevant period, Defendant failed to provide notice of sick leave amount balance left for Plaintiff and the Aggrieved Employees, thus affecting their intelligent exercise of their paid sick leave. But for this failure, Plaintiff and the Aggrieved Employees would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

This illegal retention of paid sick leave is unlawful, and Plaintiff seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Plaintiff and the Aggrieved Employees.

In violation of Labor Code § 247.5, Defendant failed to maintain records documenting the hours worked and paid sick days accrued and used by Plaintiff and the Aggrieved Employees, permitting the presumption that Plaintiff and the Aggrieved Employees were entitled to the maximum number of hours accruable under this article.

Labor Code § 246 (i) requires employers to provide an employee with written notice that sets forth the amount of paid sick leave available.

Upon information and belief, Defendant further failed and continue to fail to comply with Labor Code § 246, by failing to provide Plaintiff and the Aggrieved employees with a Labor Code § 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages.

Defendant unlawfully retained and continue to retain paid sick leave that should have been paid but was not, as a result of Defendant's failure to properly institute a paid sick leave program.

On information and belief, Plaintiff alleges that all of these practices were experienced and continue to be experienced by the Aggrieved Employees.

Plaintiff requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Defendant's sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Plaintiff requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code §§ 233 and 234, which incorporates the paid sick leave requirements., Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to provide any information on accrued sick leave.

Failure to Provide Safe and Healthful Work Environment

Labor Code § 6400 provides that every employer shall furnish employment and a place of employment that is safe and healthful for the employees therein.

Labor Code § 6401 provides that every employer shall furnish and use safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful. Every employer shall do every other reasonably necessary thing to protect the life, safety, and health of employees.

Labor Code § 6402 provides that no employer shall require or permit any employee to go or be in any employment or place of employment which is not safe and healthful.

Labor Code § 6403 provides no employer shall fail or neglect to do any of the following:

(a) To provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe.

(b) To adopt and use methods and processes reasonably adequate to render the employment and place of employment safe.

(c) To do every other thing reasonably necessary to protect the life, safety, and health of employees.

Labor Code § 6404 provides that no employer shall occupy or maintain any place of employment that is not safe and healthful.

Based on information and belief, Defendant failed to furnish employees with safety devices and implement necessary processes and practices necessary to prevent injuries at work. Specifically, Defendant failed to provide harness when Plaintiff and the Aggrieved Employees worked on roofs or provide enough shade. Defendant also failed to cover plumbing trenches with plywood creating an unsafe working environment. Defendant also failed to provide all the protective equipment necessary for the work performed on the jobsites.

Based on information and belief, Defendant also failed to provide training to employees on how to use personal protective equipment and safety resources. Defendant failed to provide training materials and conduct training for employees regarding health and safety measures and usage and maintenance of equipment. As a result, employees were exposed to the risk of injuries. For example, as a result of failure to cover the plumbing trench with plywood and lack of training, Plaintiff fell into a plumbing trench. As a result, Defendant failed to establish proper safety procedures and take proper health and safety measures. Defendant also failed to establish and properly supervise employees on enforcement of safety and injuries reporting procedures.

Failure to Implement and Maintain an Effective Written Injury Prevention Program

Labor Code § 6401.7 provides that every employer shall establish, implement, and maintain an effective injury prevention program.

Defendant failed to establish and maintain a program that will prevent Plaintiff and the Aggrieved Employees from injuries as well as other health and safety hazards in the workplace. Specifically, Defendant failed to establish adequate injury prevention program and conduct proper training to employees how to use safety equipment, reporting on hazards.

Failure to Provide Access to Shade and Failure to Implement Heat Illness Prevention Plan

California Code of Regulations title 8, Section 3395(d) provides that shade shall be present when the temperature exceeds 80 degrees Fahrenheit. When the outdoor temperature in the work area exceeds 80 degrees Fahrenheit, the employer shall have and maintain one or more areas with shade at all times while employees are present that are either open to the air or provided with ventilation or cooling.

California Code of Regulations. title 8, Section 3395(d) also provides that employees shall be allowed and encouraged to take a preventative cool-down rest in the shade when they feel the need to do so to protect themselves from overheating. Such access to shade shall be permitted at all times.

California Code of Regulations title 8, Section 3395(i) provides that the employer shall establish, implement, and maintain, an effective heat illness prevention plan.

However, when Plaintiff and the Aggrieved Employees worked on roofs, Defendant failed to provide shade and to establish and maintain a heat illness prevention plan.

Labor Code § 6427 provides that any employer who violates any occupational safety or health standard, order, or special order, or Section 25910 of the Health and Safety Code, and the violation is specifically

determined not to be of a serious nature, may be assessed a civil penalty of up to twelve thousand four hundred seventy-one dollars ($12,471) for each violation.

Labor Code § 6428 that any employer who violates any occupational safety or health standard, order, or special order, or Section 25910 of the Health and Safety Code, if that violation is a serious violation, shall be assessed a civil penalty of up to twenty-five thousand dollars ($25,000) for each violation. Employers who do not have an operative injury prevention program shall receive no adjustment for good faith of the employer or history of previous violations as provided in paragraphs (3) and (4) of subdivision (c) of Section 6319.

Labor Code § 6429 that any employer who willfully or repeatedly violates any occupational safety or health standard, order, or special order, or Section 25910 of the Health and Safety Code, may be assessed a civil penalty of not more than one hundred twenty-four thousand seven hundred nine dollars ($124,709) for each violation, but in no case less than eight thousand nine hundred eight dollars ($8,908) for each willful violation.

Failure to Provide Clean Drinking Water

Labor Code § 2441 provides that every employer of labor in this state shall, without making a charge therefor, provide fresh and pure drinking water to his or her employees during working hours. Access to the drinking water shall be permitted at reasonable and convenient times and places. Any violation of this section is punishable for each offense by a fine of not less than fifty dollars ($50), nor more than two hundred dollars ($200), or by imprisonment for not more than 30 days, or by both the fine and imprisonment.

California Code of Regulations, title 8, Section 3395(c) provides that employees shall have access to portable drinking water meeting the requirements of Sections 1524, 3363, and 3457, as applicable, including but not limited to the requirements that it be fresh, pure, suitably cool, and provided to employees free of charge. The water shall be located as close as practicable to the areas where employees are working. Where drinking water is not plumbed or otherwise continuously supplied, it shall be provided in sufficient quantity at the beginning of the work shift to provide one quart per employee per hour for drinking for the entire shift.

However, Defendant failed to provide access to fresh and pure drinking water for Plaintiff and the Aggrieved Employees in compliance with above mentioned requirement. On information and belief, Plaintiff and the Aggrieved Employees were not provided with fresh and pure drinking water when they worked on roofs.

Standard Conditions of Labor Violations

Together, Labor Code §§ 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including §§ 1174, 1197, and 1198, or order or ruling of the commission.

Therefore, Defendant's violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, business expenses and other

violations described herein result in separate violations of §§ 1198 and 1199, which subject Defendant to civil penalties under Labor Code §§ 1197.1 and 2699.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees including but not limited to Labor Code §§ 201-203, 204, 226, 226.7, 245-248.6, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2441, 2802, 6400-6404, 6401.7, and all applicable Wage Orders.

Defendant has violated the above-referenced California Labor Code provisions, the applicable IWC Wage Order, including but not limited to all applicable Wage Orders, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys' fees, and costs. The civil penalties Plaintiff and The Aggrieved Employees seek to recover include, but are not limited to, the statutory and civil penalties specified above.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 218.5, 225.5, 226, 226.3, 226.6, 233, 234, 558, 558.1,1174.5, 1197.1, 1198, 1198.5, 1199, 2802, 2699(f)(2) and 6427-6429.

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address and address of the agent for service, as indicated on the first page.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional compensation owed or losses incurred by Plaintiff or by any other aggrieved employee of Defendant or any additional facts, Plaintiff expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



Lilit Tunyan, Esq.
TUNYAN LAW, APC

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
To: ltunyan@tunyanlaw.com
Subject: Thank you for submission of your PAGA Case.
Date: Tuesday, August 11, 2026 12:13:26 PM

8/11/2026

LWDA Case No. LWDA-CM-1196882-26
Law Firm : Tunyan Law, APC
Plaintiff Name : Jason Harnack
Employer: Iron Mechanical, Inc.
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: https://www.dir.ca.gov/dosh/complaint.htm

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

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First-Class Mail® Large Envelope Sacramento, CA 95811 Weight: 0 lb 2.70 oz Certified Mail® Tracking #: 9589 0710 5270 2533 8825 70	1		$2.27
Return Receipt Tracking #: 9590 9402 8037 2349 8187 57			$5.55
Total			$4.65
Grand Total:			$12.47
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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 535 N Brand Blvd. Suite 285, Glendale, California 91203.

On the date indicated below, I served the document described as: **FIRST AMENDED COMPLAINT FOR VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT, CAL. LABOR CODE SECTIONS 2698, et seq.** on the interested parties in this action by sending a true copy thereof to interested parties as follows and as stated on the attached service list:

Ryan McGuire
rmcguire@cookbrown.com
Barbara Cotter
bcotter@cookbrown.com
Kristin Bowling
kbowling@cookbrown.com
COOK BROWN LLP
2407 J Street, Second Floor
Sacramento, CA 95816
Telephone: (916) 329-3618
Facsimile: (916) 442-4227

Attorneys for Defendant IRON MECHANICAL, INC.

[✓] **BY E-MAIL:** I hereby certify that this document was served from Glendale, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

[✓] **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via electronic mail. I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 16, 2026, at Glendale, California.

Imelda Orellana
Name

Signature