JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
Lauren Falk, Esq. (#316893)
Ava Issary, Esq. (#342252)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff RUBEN MANZO
on behalf of the general public as private attorney general

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

RUBEN MANZO, on behalf of the general public as private attorney general,

Plaintiff,

v.

TROJAN BATTERY COMPANY LLC, a California Limited Liability Company, and DOES 1-50, inclusive,

Defendants.

CASE NO.: 26STCV32832

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

COMES NOW Plaintiff RUBEN MANZO ("Plaintiff"), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendants TROJAN BATTERY COMPANY, LLC, a California Limited Liability Company and DOES 1-50, 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) failure to pay wages including overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10) hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a rest period; (d) failing to provide accurate itemized wage statements, (e) failing to reimburse necessary business expenses, and (f) failure to timely pay wages upon separation. As a result, Plaintiff seeks penalties under Labor Code 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, 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 each Defendant is proper in this judicial district pursuant to Code of Civil Procedure section 395. Defendants are doing business throughout California, including but not limited to Los Angeles County, 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 the State of California. Defendants employ numerous aggrieved employees in in the State of 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 throughout the State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the similarly situated non-exempt aggrieved employees within 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"), Defendant consistently maintained and enforced against Defendant's Non-Exempt Aggrieved Employees, among others, the following unlawful practices and policies, in violation of California state wage and hour laws: (a) failure to pay wages including overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10) hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a rest period; (d) failing to provide accurate itemized wage statements, (e) failing to reimburse necessary business expenses, and (f) failure to timely pay

wages upon separation. As a result, Plaintiff seeks penalties under Labor Code 2698*, et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

9. Plaintiff on behalf of the general public as private attorney general and all other aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations enumerated under 2699.5 as follows: sections 201-203, 226, 226.7, 226.3, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and seeking penalties, interest, attorneys' fees and costs.

## III. PARTIES

10. Plaintiff, RUBEN MANZO, was at all times relevant to this action, a resident of California. Plaintiff was employed by Defendants in approximately August 2022 as a Non-Exempt Employee with the title of Balancer. Plaintiff separated from Defendants' employ in approximately September 2025.

11. Defendants TROJAN BATTERY COMPANY LLC is a manufacturer of deep-cycle motive power batteries in California. Plaintiff estimates there are in excess of 100 Non-Exempt Employees who work or have worked for Defendants over the last year.

12. 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 50, 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 capabilities are ascertained.

13. 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 Aggrieved Employees, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that each Defendants 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 Defendants are legally attributable to the other defendants.

14. On information and belief, Defendants willfully failed to pay all earned wages in the form regular wages and overtime wages, and meal and rest period premium wages, to its Non-Exempt Employees and members of the Representative Group; nor have Defendants returned to Plaintiff or members of the Representative Group, upon or after separation from employment with Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698*, et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

## IV. GENERAL ALLEGATIONS

15. At all times set forth herein, Defendants employed Plaintiff and other persons in the capacity of non-exempt positions, however titled, throughout the state of California.

16. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent hereto been Non-Exempt within the meaning of the California Labor Code and the implementing rules and regulations of the IWC California Wage Orders.

17. Defendants continue to employ Non-Exempt Employees, however titled, in California and implement a uniform set of policies and practices to all non-exempt employees, as they were all engaged in the generic job duties related to Defendants' battery manufacturing operations.

18. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws.

19. On information and belief, during the relevant time frame, Plaintiff and Aggrieved Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work week.

20. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved Employees based upon an hourly rate.

21. Plaintiff is informed and believes that the Aggrieved Employees were required to keep similar schedules.

22. Plaintiff is informed and believes, and thereon alleges, that Defendants failed to compensate Plaintiff and Aggrieved Employees for all time worked resulting in an underpayment

of minimum and overtime wages. For instance, prior to starting their shifts, Defendants required Plaintiff and Aggrieved Employees to change into uniforms prior to clocking and to set up equipment. Defendants failed to compensate employees for this off-the-clock work. Defendants also would deduct 30 minutes of time for meal periods that were non-Labor Code compliant i.e.: late, cut short, or not provided to Plaintiff and Aggrieved Employees. As a result of the above practices, Plaintiff and Aggrieved Employees were not compensated correctly for minimum and overtime wages.

23. Defendants also failed to account for all remunerations, such as bonuses into Plaintiff's and Aggrieved Employees' regular rates for overtime calculation purposes. Such a failure resulted in a disproportionate underpayment of overtime wages and meal and rest period premiums.

24. Plaintiff and the Aggrieved Employees were regularly required to work shifts in excess of five hours without being provided a lawful meal period and over ten hours in a day without being provided a second lawful meal period as required by law.

25. Indeed, during the relevant time, as a consequence of Defendants' staffing and scheduling practices, lack of coverage, work demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally complaint uninterrupted 30-minute meal periods on shifts over five hours as required by law.

26. Similarly, as a consequence of Defendants' staffing and scheduling practices, lack of coverage, work demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff and the Aggrieved Employees legally compliant second meal periods on shifts over ten hours as required by law.

27. On information and belief, Plaintiff and Aggrieved Employees did not waive their rights to meal periods under the law.

28. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty meal periods.

29. Plaintiff and Aggrieved Employees were also not permitted to leave the premises during meal periods.

30. Despite the above-mentioned meal period violations, Defendants failed to compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees, one additional hour of pay at their regular rate as required by California law when meal periods were not timely or lawfully provided in a compliant manner.

31. Plaintiff is informed and believes, and thereon alleges, that Defendants know, should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees were entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but were not receiving such compensation.

32. During the relevant time frame, Plaintiff and the Non-Exempt Employees were systematically not authorized and permitted to take one net ten-minute paid, rest period for every four hours worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.

33. Defendants maintained and enforced scheduling practices, policies, and imposed work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful, paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

34. Plaintiff and Aggrieved Employees were also not permitted to leave the premises during rest periods.

35. Despite the above-mentioned rest period violations, Defendants did not compensate Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of pay at their regular rate as required by California law, including Labor Code section 226.7 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized and permitted.

36. Defendants also failed to provide accurate, lawful itemized wage statements to Plaintiff and the Aggrieved Employees in part because of the above specified violations. In addition, upon information and belief, Defendants omitted an accurate itemization of total hours worked, including premiums due and owing for rest period violations, gross pay and net pay

figures from Plaintiff and the Aggrieved Employees' wage statements.

37. On information and belief, during the relevant time frame, Defendants failed to adequately reimburse Plaintiff and Aggrieved Employees for business expenditures incurred for the purchase of personal hygiene products as Plaintiff and Aggrieved Employees were required to shower on the premises at the end of their shifts. Such business expenditures incurred were incurred in direct consequence of Plaintiff's and Aggrieved Employees' duties pursuant to Labor Code § 2802.

38. 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) 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;

(b) 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;

(c) failing to pay all wages including overtime wages;

(d) failing to provide accurate itemized wage statements;

(e) failing to timely pay wages upon separation; and

(f) failing to reimburse necessary business expense.

39. 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.

40. Plaintiff and Aggrieved Employees they seek to represent are covered by, and Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding

applicable provisions of California Code of Regulations, Title 8, section 11000 *et seq*.

## VI. REPRESENTATIVE CLAIMS

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

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

42. On August 11, 2026 Plaintiff complied with notice requirements pursuant to Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and that the notice requirement has been satisfied. Sixty five days have passed and the LWDA has not indicated intent to investigate the claims. 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.

43. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a). Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt Employees of Defendants.

44. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint, including without limitation Labor Code section 201, 203, 226, 226.7, 226.3, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and, 2698 *et seq.,* applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq*.

45. 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.

46. As a result of Defendants' unlawful conduct, Plaintiff and Aggrieved employees are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours worked.

47. For the violations below, Plaintiff and the Representative Aggrieved Employees are

entitled to recover Penalties and attorneys' fees and costs sunder Labor Code section 2698, et. seq.

**FAILURE TO PAY WAGES INCLUDING OVERTIME**

48. At all times relevant, the IWC wage orders applicable to Plaintiff and the Aggrieved Employees require employers to pay its employees for each hour worked at least minimum wage. "Hours worked" means 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, and in the case of an employee who is required to reside on the employment premises, that time spent carrying out assigned duties shall be counted as hours worked.

49. At all relevant times, Labor Code §1197 provides that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than the established minimum is unlawful. Further, pursuant to the IWC Wage Order and Labor Code, Plaintiff and Aggrieved Employees are to be paid minimum wage for each hour worked, and cannot be averaged At all times relevant, the IWC wage orders applicable to Plaintiff and Aggrieved Employees' employment by Defendants provided that employees working for more than eight (8) hours in a day or forty (40) hours in a work week are entitled 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. An employee who works more than twelve (12) hours in a day is entitled to overtime compensation at a rate of twice the regular rate of pay.

50. At all relevant times, Labor Code §1197.1 states "[a]ny employer or other persons acting individually as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties pursuant to Section 203.

51. Labor Code §510 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 to overtime compensation at twice the regular rate of pay for

hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work in a particular work week.

52. At all times relevant, Plaintiff and Aggrieved Employees regularly performed non-exempt work and thus were subject to the overtime requirements of the IWC Wage Orders, CCR § 11000, et. seq. and the Labor Code.

53. At all times relevant, Plaintiff and Aggrieved Employees consistently worked in excess of eight (8) hours in a day and/or forty (40) hours in a week and Defendant's failed to accurately calculate overtime pay to Plaintiff and Aggrieved Employees.

54. At all times relevant, Defendants have failed to accurately pay minimum and overtime owed to Plaintiff and Aggrieved Employees.

55. Accordingly, Defendants owe Plaintiff and Aggrieved Employees overtime wages, and have failed to pay Plaintiff and Aggrieved Employees the overtime wages owed.

**FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

56. Pursuant to Labor Code §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. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

57. Pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved Employees' employment by Defendants, in order for an "on duty" meal period to be permissible, the nature of the work of the employee must prevent an employee from being relieved of all duties relating to his or her work for the employer and the employees must consent in writing to the "on duty" meal period. On information and belief, Plaintiff and Aggrieved Employees did not consent in writing to an "on duty" meal period. Further, the nature of the work of Plaintiff and Aggrieved Employees was not such that they were prevented from being relieved of all duties. Despite the requirements of the IWC wage orders applicable to Plaintiff's and Aggrieved Employees'

employment by Defendants and Labor Code §512 and §226.7, Defendants did not provide Plaintiff and Aggrieved Employees with all their statutorily authorized meal periods.

58. For the four (4) years preceding the filing of this lawsuit, Defendants failed to provide Plaintiff and Aggrieved Employees, timely and uninterrupted meal periods of not less than thirty (30) minutes pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved Employees' employment by Defendants. As a proximate result of the aforementioned violations, Plaintiff and the other Aggrieved Employees have been damaged in an amount according to proof at time of trial.

59. By their failure to provide a compliant meal period for each shift worked over five (5) hours and their failure to provide a compliant second meal period for any shift worked over ten (10) hours per day by Plaintiff and the Aggrieved Employees, and by failing to provide compensation in lieu of such non-provided meal periods, as alleged above, Defendants violated the provisions of Labor Code sections 226.7 and 512 and applicable IWC Wage Orders.

60. Plaintiff and the Aggrieved Employees Plaintiff seeks to represent did not voluntarily or willfully waive meal periods and were regularly required to work shifts without being provided all of their legally required meal periods. Defendants created a working environment in which Plaintiff and Aggrieved Employees were not provided all of their meal periods due to shift scheduling and/or work related demands placed upon them by Defendants as well as a lack of sufficient staffing to meet the needs of Defendants' business as discussed above. On information and belief, Defendants' implemented a policy and practice which resulted in systematic and companywide violations of the Labor Code. On information and belief, Defendants' violations have been widespread throughout the liability period and will be evidenced by Defendants' time records for the Aggrieved Employees.

**FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

61. Pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved Employees' employment by Defendants, "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period…. [The] authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)

minutes net rest time per four (4) hours worked or major fraction thereof.… Authorized rest period time shall be counted as hours worked, for which there shall be no deduction from wages." Labor Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period mandated by an applicable order of the IWC.

62. Defendants were required to authorize and permit employees such as Plaintiff and Aggrieved Employees to take rest periods, based upon the total hours worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages. Despite said requirements of the IWC wage orders applicable to Plaintiff's and Aggrieved Employees' employment by Defendants, Defendants failed and refused to authorize and permit Plaintiff and Aggrieved Employees, to take ten (10) minute rest periods for every four (4) hours worked, or major fraction thereof.

63. On information and belief Defendants created a working environment in which Plaintiff and Aggrieved Employees were not provided all of their rest periods due to shift scheduling and/or work related demands placed upon them by Defendants as well as a lack of sufficient staffing to meet the needs of Defendants' business as discussed above. On information and belief, Defendants implemented a policy and practice which resulted in systematic and companywide violations of the Labor Code. On information and belief, Defendants' violations have been widespread throughout the liability period.

**FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

64. Section 226(a) of the California Labor Code requires Defendants to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked by Plaintiff and Aggrieved Employees including applicable hourly rates and reimbursement expenses among other things. Defendants have knowingly and intentionally failed to comply with Labor Code section 226 and 204 on wage statements that have been provided to Plaintiff and Aggrieved Employees.

65. IWC Wage Orders require Defendants to maintain time records showing, among others, when the employee begins and ends each work period, meal periods, split shift intervals and total daily hours worked in an itemized wage statement, and must show all deductions and

reimbursements from payment of wages, and accurately report total hours worked by Plaintiff and Aggrieved Employees. On information and belief, Defendants have failed to record all or some of the items delineated in Industrial Wage Orders and Labor Code §226.

66. Defendants have failed to accurately record all time worked.

67. Defendants have also failed to accurately record the meal and rest period premiums owed and all wages owed per pay period.

68. Plaintiff and Aggrieved Employees have been injured as they were unable to determine whether they had been paid correctly for all hours worked per pay period among other things.

69. Pursuant to Labor Code section 226, Plaintiff and Aggrieved Employees are entitled up to a maximum of $4,000 each for record keeping violations.

70. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

**FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

71. Plaintiff incorporates and re-alleges each and every allegation contained above as though fully set forth herein.

72. Labor Code § 2802 requires Defendants to indemnify Plaintiff and Class Members for necessary expenditures incurred in direct consequences of the discharge of his or her duties. As a necessary part of employment, Plaintiff and on information and belief Class Members, were not adequately reimbursed by Defendants for expenses related to the out of pocket purchase personal hygiene products referenced above. Such business expenses were incurred as a direct consequence of the discharge of duties by Plaintiff and Class Members. Despite these realities of the job, Defendants failed to provide reimbursements necessary to carry out their job duties.

73. Labor Code §2804 states in pertinent part: "Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and

void, and this article shall not deprive any employee or his or her personal representative of any right or remedy to which he is entitled under the laws of this State.

74. As a result of the unlawful acts of Defendants, Plaintiff and the Aggrieved Employees have been deprived of un-reimbursed expense amounts to be determined at trial, and are entitled to the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code § 2802.

**FAILURE TO TIMELY PAY WAGES UPON SEPARATION**

75. Plaintiff incorporates and re-alleges each and every allegation contained above as though fully set forth herein.

76. Labor Code §§201-202 requires an employer who discharges an employee to pay compensation due and owing to said employee immediately upon discharge 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 on their last day of work.

77. Labor Code §203 provides that if an employer willfully fails to pay compensation promptly upon discharge, as required by Labor Code §§201-202, the employer is liable for waiting time penalties in the form of continued compensation for up to thirty (30) work days.

78. During the relevant time period, Defendants willfully failed and refused, and continue to willfully fail and refuse, to pay Plaintiff and Aggrieved Employees their wages, earned and unpaid, either at the time of discharge, or within seventy-two (72) hours of their voluntarily leaving Defendants' employ. These wages include regular and overtime, meal and rest period premiums.

79. As a result, Defendants are liable to Plaintiff and Aggrieved Employees for waiting time penalties pursuant to Labor Code §203, in an amount according to proof at the time of trial.

**FAILURE TO MAINTAIN ACCURATE RECORDS**

80. Additionally, Defendants have no accurate records relating to aggrieved employees' work periods, meal periods, total daily hours worked, total hours worked per payroll

period and applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendants failed to maintain accurate records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

**PRAYER FOR RELIEF**

As a result of Defendants' unlawful conduct and pursuant to Labor Code section 2699(a) Plaintiff and Aggrieved Employees are entitled to civil penalties for which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint, including without limitation Labor Code section 201-203, 226, 226.7, 226.3, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and, 2698 *et seq.,* applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq*.

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 16, 2026

JAMES HAWKINS APLC

By: _____

JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.
LAUREN FALK, ESQ.
AVA ISSARY, ESQ.

Attorneys for Plaintiff RUBEN MANZO, individually and on behalf of all others similarly situated.

# EXHIBIT A

# JAMES JH HAWKINS

**A PROFESSIONAL LAW CORPORATION**
9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676


**August 11, 2026**

**Via LWDA Website**
Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
http://www.dir.ca.gov/Private-Attorneys-General-Act

**Via Certified Mail**
TROJAN BATTERY COMPANY LLC
Agent for Service of Process:
United Agent Group, Inc
7801 Folson Blvd, Suite 202
Sacramento, CA 95826
Receipt No.: 9589 0710 5270 3636 0561 34

**Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.***

To Whom It May Concern:

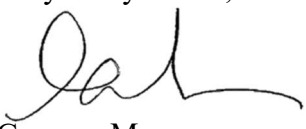
PLEASE TAKE NOTICE that plaintiff RUBEN MANZO, individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, TROJAN BATTERY COMPANY LLC, through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Los Angeles County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims.

Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,



Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint

JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
Lauren Falk, Esq. (#316893)
Ava Issary, Esq. (#342252)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff RUBEN MANZO
on behalf of the general public as private attorney general

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

RUBEN MANZO, on behalf of the general public as private attorney general,

Plaintiff,

v.

TROJAN BATTERY COMPANY LLC, a California Limited Liability Company, and DOES 1-50, inclusive,

Defendants.

CASE NO.:

**[PROPOSED] PAGA REPRESENTATIVE ACTION COMPLAINT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT (Labor Code §§ 2698 *et seq).***

COMES NOW Plaintiff RUBEN MANZO ("Plaintiff"), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendants TROJAN BATTERY COMPANY, LLC, a California Limited Liability Company and DOES 1-50, 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) failure to pay wages including overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10) hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a rest period; (d) failing to provide accurate itemized wage statements, (e) failing to reimburse necessary business expenses, and (f) failure to timely pay wages upon separation. As a result, Plaintiff seeks penalties under Labor Code 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, 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 each Defendant is proper in this judicial district pursuant to Code of Civil Procedure section 395. Defendants are doing business throughout California, including but not limited to Los Angeles County, 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 the State of California. Defendants employ numerous aggrieved employees in in the State of 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 throughout the State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the similarly situated non-exempt aggrieved employees within 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"), Defendant consistently maintained and enforced against Defendant's Non-Exempt Aggrieved Employees, among others, the following unlawful practices and policies, in violation of California state wage and hour laws: (a) failure to pay wages including overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10) hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a rest period; (d) failing to provide accurate itemized wage statements, (e) failing to reimburse necessary business expenses, and (f) failure to timely pay

wages upon separation. As a result, Plaintiff seeks penalties under Labor Code 2698*, et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

9. Plaintiff on behalf of the general public as private attorney general and all other aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations enumerated under 2699.5 as follows: sections 201-203, 226, 226.7, 226.3, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and seeking penalties, interest, attorneys' fees and costs.

## III. PARTIES

10. Plaintiff, RUBEN MANZO, was at all times relevant to this action, a resident of California. Plaintiff was employed by Defendants in approximately August 2022 as a Non-Exempt Employee with the title of Balancer. Plaintiff separated from Defendants' employ in approximately September 2025.

11. Defendants TROJAN BATTERY COMPANY LLC is a manufacturer of deep-cycle motive power batteries in California. Plaintiff estimates there are in excess of 100 Non-Exempt Employees who work or have worked for Defendants over the last year.

12. 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 50, 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 capabilities are ascertained.

13. 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 Aggrieved Employees, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that each Defendants 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 Defendants are legally attributable to the other defendants.

14. On information and belief, Defendants willfully failed to pay all earned wages in the form regular wages and overtime wages, and meal and rest period premium wages, to its Non-Exempt Employees and members of the Representative Group; nor have Defendants returned to Plaintiff or members of the Representative Group, upon or after separation from employment with Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698*, et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

## IV. GENERAL ALLEGATIONS

15. At all times set forth herein, Defendants employed Plaintiff and other persons in the capacity of non-exempt positions, however titled, throughout the state of California.

16. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent hereto been Non-Exempt within the meaning of the California Labor Code and the implementing rules and regulations of the IWC California Wage Orders.

17. Defendants continue to employ Non-Exempt Employees, however titled, in California and implement a uniform set of policies and practices to all non-exempt employees, as they were all engaged in the generic job duties related to Defendants' battery manufacturing operations.

18. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws.

19. On information and belief, during the relevant time frame, Plaintiff and Aggrieved Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work week.

20. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved Employees based upon an hourly rate.

21. Plaintiff is informed and believes that the Aggrieved Employees were required to keep similar schedules.

22. Plaintiff is informed and believes, and thereon alleges, that Defendants failed to compensate Plaintiff and Aggrieved Employees for all time worked resulting in an underpayment

of minimum and overtime wages. For instance, prior to starting their shifts, Defendants required Plaintiff and Aggrieved Employees to change into uniforms prior to clocking and to set up equipment. Defendants failed to compensate employees for this off-the-clock work. Defendants also would deduct 30 minutes of time for meal periods that were non-Labor Code compliant i.e.: late, cut short, or not provided to Plaintiff and Aggrieved Employees. As a result of the above practices, Plaintiff and Aggrieved Employees were not compensated correctly for minimum and overtime wages.

23. Defendants also failed to account for all remunerations, such as bonuses into Plaintiff's and Aggrieved Employees' regular rates for overtime calculation purposes. Such a failure resulted in a disproportionate underpayment of overtime wages and meal and rest period premiums.

24. Plaintiff and the Aggrieved Employees were regularly required to work shifts in excess of five hours without being provided a lawful meal period and over ten hours in a day without being provided a second lawful meal period as required by law.

25. Indeed, during the relevant time, as a consequence of Defendants' staffing and scheduling practices, lack of coverage, work demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally complaint uninterrupted 30-minute meal periods on shifts over five hours as required by law.

26. Similarly, as a consequence of Defendants' staffing and scheduling practices, lack of coverage, work demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff and the Aggrieved Employees legally compliant second meal periods on shifts over ten hours as required by law.

27. On information and belief, Plaintiff and Aggrieved Employees did not waive their rights to meal periods under the law.

28. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty meal periods.

29. Plaintiff and Aggrieved Employees were also not permitted to leave the premises during meal periods.

30. Despite the above-mentioned meal period violations, Defendants failed to compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees, one additional hour of pay at their regular rate as required by California law when meal periods were not timely or lawfully provided in a compliant manner.

31. Plaintiff is informed and believes, and thereon alleges, that Defendants know, should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees were entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but were not receiving such compensation.

32. During the relevant time frame, Plaintiff and the Non-Exempt Employees were systematically not authorized and permitted to take one net ten-minute paid, rest period for every four hours worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.

33. Defendants maintained and enforced scheduling practices, policies, and imposed work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful, paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

34. Plaintiff and Aggrieved Employees were also not permitted to leave the premises during rest periods.

35. Despite the above-mentioned rest period violations, Defendants did not compensate Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of pay at their regular rate as required by California law, including Labor Code section 226.7 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized and permitted.

36. Defendants also failed to provide accurate, lawful itemized wage statements to Plaintiff and the Aggrieved Employees in part because of the above specified violations. In addition, upon information and belief, Defendants omitted an accurate itemization of total hours worked, including premiums due and owing for rest period violations, gross pay and net pay

figures from Plaintiff and the Aggrieved Employees' wage statements.

37. On information and belief, during the relevant time frame, Defendants failed to adequately reimburse Plaintiff and Aggrieved Employees for business expenditures incurred for the purchase of personal hygiene products as Plaintiff and Aggrieved Employees were required to shower on the premises at the end of their shifts. Such business expenditures incurred were incurred in direct consequence of Plaintiff's and Aggrieved Employees' duties pursuant to Labor Code § 2802.

38. 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) 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;

(b) 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;

(c) failing to pay all wages including overtime wages;

(d) failing to provide accurate itemized wage statements;

(e) failing to timely pay wages upon separation; and

(f) failing to reimburse necessary business expense.

39. 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.

40. Plaintiff and Aggrieved Employees they seek to represent are covered by, and Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding

applicable provisions of California Code of Regulations, Title 8, section 11000 *et seq*.

## VI. REPRESENTATIVE CLAIMS

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

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

42. On August 11, 2026 Plaintiff complied with notice requirements pursuant to Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and that the notice requirement has been satisfied. Sixty five days have passed and the LWDA has not indicated intent to investigate the claims. 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.

43. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a). Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt Employees of Defendants.

44. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint, including without limitation Labor Code section 201, 203, 226, 226.7, 226.3, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and, 2698 *et seq.,* applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq*.

45. 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.

46. As a result of Defendants' unlawful conduct, Plaintiff and Aggrieved employees are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours worked.

47. For the violations below, Plaintiff and the Representative Aggrieved Employees are

entitled to recover Penalties and attorneys' fees and costs sunder Labor Code section 2698, et. seq.

**FAILURE TO PAY WAGES INCLUDING OVERTIME**

48. At all times relevant, the IWC wage orders applicable to Plaintiff and the Aggrieved Employees require employers to pay its employees for each hour worked at least minimum wage. "Hours worked" means 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, and in the case of an employee who is required to reside on the employment premises, that time spent carrying out assigned duties shall be counted as hours worked.

49. At all relevant times, Labor Code §1197 provides that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than the established minimum is unlawful. Further, pursuant to the IWC Wage Order and Labor Code, Plaintiff and Aggrieved Employees are to be paid minimum wage for each hour worked, and cannot be averaged At all times relevant, the IWC wage orders applicable to Plaintiff and Aggrieved Employees' employment by Defendants provided that employees working for more than eight (8) hours in a day or forty (40) hours in a work week are entitled 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. An employee who works more than twelve (12) hours in a day is entitled to overtime compensation at a rate of twice the regular rate of pay.

50. At all relevant times, Labor Code §1197.1 states "[a]ny employer or other persons acting individually as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties pursuant to Section 203.

51. Labor Code §510 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 to overtime compensation at twice the regular rate of pay for

hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work in a particular work week.

52. At all times relevant, Plaintiff and Aggrieved Employees regularly performed non-exempt work and thus were subject to the overtime requirements of the IWC Wage Orders, CCR § 11000, et. seq. and the Labor Code.

53. At all times relevant, Plaintiff and Aggrieved Employees consistently worked in excess of eight (8) hours in a day and/or forty (40) hours in a week and Defendant's failed to accurately calculate overtime pay to Plaintiff and Aggrieved Employees.

54. At all times relevant, Defendants have failed to accurately pay minimum and overtime owed to Plaintiff and Aggrieved Employees.

55. Accordingly, Defendants owe Plaintiff and Aggrieved Employees overtime wages, and have failed to pay Plaintiff and Aggrieved Employees the overtime wages owed.

**FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

56. Pursuant to Labor Code §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. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

57. Pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved Employees' employment by Defendants, in order for an "on duty" meal period to be permissible, the nature of the work of the employee must prevent an employee from being relieved of all duties relating to his or her work for the employer and the employees must consent in writing to the "on duty" meal period. On information and belief, Plaintiff and Aggrieved Employees did not consent in writing to an "on duty" meal period. Further, the nature of the work of Plaintiff and Aggrieved Employees was not such that they were prevented from being relieved of all duties. Despite the requirements of the IWC wage orders applicable to Plaintiff's and Aggrieved Employees'

employment by Defendants and Labor Code §512 and §226.7, Defendants did not provide Plaintiff and Aggrieved Employees with all their statutorily authorized meal periods.

58. For the four (4) years preceding the filing of this lawsuit, Defendants failed to provide Plaintiff and Aggrieved Employees, timely and uninterrupted meal periods of not less than thirty (30) minutes pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved Employees' employment by Defendants. As a proximate result of the aforementioned violations, Plaintiff and the other Aggrieved Employees have been damaged in an amount according to proof at time of trial.

59. By their failure to provide a compliant meal period for each shift worked over five (5) hours and their failure to provide a compliant second meal period for any shift worked over ten (10) hours per day by Plaintiff and the Aggrieved Employees, and by failing to provide compensation in lieu of such non-provided meal periods, as alleged above, Defendants violated the provisions of Labor Code sections 226.7 and 512 and applicable IWC Wage Orders.

60. Plaintiff and the Aggrieved Employees Plaintiff seeks to represent did not voluntarily or willfully waive meal periods and were regularly required to work shifts without being provided all of their legally required meal periods. Defendants created a working environment in which Plaintiff and Aggrieved Employees were not provided all of their meal periods due to shift scheduling and/or work related demands placed upon them by Defendants as well as a lack of sufficient staffing to meet the needs of Defendants' business as discussed above. On information and belief, Defendants' implemented a policy and practice which resulted in systematic and companywide violations of the Labor Code. On information and belief, Defendants' violations have been widespread throughout the liability period and will be evidenced by Defendants' time records for the Aggrieved Employees.

**FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

61. Pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved Employees' employment by Defendants, "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period…. [The] authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)

minutes net rest time per four (4) hours worked or major fraction thereof.… Authorized rest period time shall be counted as hours worked, for which there shall be no deduction from wages." Labor Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period mandated by an applicable order of the IWC.

62. Defendants were required to authorize and permit employees such as Plaintiff and Aggrieved Employees to take rest periods, based upon the total hours worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages. Despite said requirements of the IWC wage orders applicable to Plaintiff's and Aggrieved Employees' employment by Defendants, Defendants failed and refused to authorize and permit Plaintiff and Aggrieved Employees, to take ten (10) minute rest periods for every four (4) hours worked, or major fraction thereof.

63. On information and belief Defendants created a working environment in which Plaintiff and Aggrieved Employees were not provided all of their rest periods due to shift scheduling and/or work related demands placed upon them by Defendants as well as a lack of sufficient staffing to meet the needs of Defendants' business as discussed above. On information and belief, Defendants implemented a policy and practice which resulted in systematic and companywide violations of the Labor Code. On information and belief, Defendants' violations have been widespread throughout the liability period.

**FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

64. Section 226(a) of the California Labor Code requires Defendants to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked by Plaintiff and Aggrieved Employees including applicable hourly rates and reimbursement expenses among other things. Defendants have knowingly and intentionally failed to comply with Labor Code section 226 and 204 on wage statements that have been provided to Plaintiff and Aggrieved Employees.

65. IWC Wage Orders require Defendants to maintain time records showing, among others, when the employee begins and ends each work period, meal periods, split shift intervals and total daily hours worked in an itemized wage statement, and must show all deductions and

reimbursements from payment of wages, and accurately report total hours worked by Plaintiff and Aggrieved Employees. On information and belief, Defendants have failed to record all or some of the items delineated in Industrial Wage Orders and Labor Code §226.

66. Defendants have failed to accurately record all time worked.

67. Defendants have also failed to accurately record the meal and rest period premiums owed and all wages owed per pay period.

68. Plaintiff and Aggrieved Employees have been injured as they were unable to determine whether they had been paid correctly for all hours worked per pay period among other things.

69. Pursuant to Labor Code section 226, Plaintiff and Aggrieved Employees are entitled up to a maximum of $4,000 each for record keeping violations.

70. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

**FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

71. Plaintiff incorporates and re-alleges each and every allegation contained above as though fully set forth herein.

72. Labor Code § 2802 requires Defendants to indemnify Plaintiff and Class Members for necessary expenditures incurred in direct consequences of the discharge of his or her duties. As a necessary part of employment, Plaintiff and on information and belief Class Members, were not adequately reimbursed by Defendants for expenses related to the out of pocket purchase personal hygiene products referenced above. Such business expenses were incurred as a direct consequence of the discharge of duties by Plaintiff and Class Members. Despite these realities of the job, Defendants failed to provide reimbursements necessary to carry out their job duties.

73. Labor Code §2804 states in pertinent part: "Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and

void, and this article shall not deprive any employee or his or her personal representative of any right or remedy to which he is entitled under the laws of this State.

74. As a result of the unlawful acts of Defendants, Plaintiff and the Aggrieved Employees have been deprived of un-reimbursed expense amounts to be determined at trial, and are entitled to the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code § 2802.

**FAILURE TO TIMELY PAY WAGES UPON SEPARATION**

75. Plaintiff incorporates and re-alleges each and every allegation contained above as though fully set forth herein.

76. Labor Code §§201-202 requires an employer who discharges an employee to pay compensation due and owing to said employee immediately upon discharge 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 on their last day of work.

77. Labor Code §203 provides that if an employer willfully fails to pay compensation promptly upon discharge, as required by Labor Code §§201-202, the employer is liable for waiting time penalties in the form of continued compensation for up to thirty (30) work days.

78. During the relevant time period, Defendants willfully failed and refused, and continue to willfully fail and refuse, to pay Plaintiff and Aggrieved Employees their wages, earned and unpaid, either at the time of discharge, or within seventy-two (72) hours of their voluntarily leaving Defendants' employ. These wages include regular and overtime, meal and rest period premiums.

79. As a result, Defendants are liable to Plaintiff and Aggrieved Employees for waiting time penalties pursuant to Labor Code §203, in an amount according to proof at the time of trial.

**FAILURE TO MAINTAIN ACCURATE RECORDS**

80. Additionally, Defendants have no accurate records relating to aggrieved employees' work periods, meal periods, total daily hours worked, total hours worked per payroll

period and applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendants failed to maintain accurate records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

**PRAYER FOR RELIEF**

As a result of Defendants' unlawful conduct and pursuant to Labor Code section 2699(a) Plaintiff and Aggrieved Employees are entitled to civil penalties for which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint, including without limitation Labor Code section 201-203, 226, 226.7, 226.3, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and, 2698 *et seq.,* applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq*.

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: August 11, 2026

JAMES HAWKINS APLC

By: _____

JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.
LAUREN FALK, ESQ.
AVA ISSARY, ESQ.

Attorneys for Plaintiff RUBEN MANZO, individually and on behalf of all others similarly situated.