

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

11/17/2025 11:59:44 PM

Clerk of the Superior Court
By J. Walters , Deputy Clerk

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

SYSKA HENNESSY GROUP, INC , a New York corporation; SH GROUP, INC, a Delaware corporation; and DOES 1-50, Inclusive,

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

ANTHONY TILLEY , on behalf of the State of California in Plaintiff's representative capacity as a private attorney general,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): San Diego

Hall of Justice Courthouse- 330 W Broadway, San Diego, CA 92101

CASE NUMBER:
(Número del Caso):

25CU061894C

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Jean-Claude Lapuyade, Esq. T: (619)599-8292 JCL Law Firm, APC - 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121

DATE:
(Fecha) November 18, 2025

Clerk, by
(Secretario) J. Walters , Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
- ☐ by personal delivery on (date):

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

ANTHONY TILLEY , on behalf of the State of
California in Plaintiff's representative capacity
as a private attorney general,

Plaintiff,

v.

SYSKA HENNESSY GROUP, INC , a New
York corporation; SH GROUP, INC, a
Delaware corporation; and DOES 1-50,
Inclusive,

Defendants

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By J. Walters ,Deputy Clerk

Case No: 25CU061894C

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

1) VIOLATIONS OF THE PRIVATE
ATTORNEYS GENERAL ACT [LABOR
CODE §§ 2698 ET SEQ.]

1 PLAINTIFF ANTHONY TILLEY (“PLAINTIFF”), an individual, in PLAINTIFF’S
2 representative capacity and on behalf of PLAINTIFF, the people of the State of California, and as
3 an “aggrieved employee” acting as a private attorney general under the Labor Code Private Attorney
4 General Act of 2004, Section 2699, *et seq.* (“PAGA”) only, alleges on information and belief, except
5 for their own acts and knowledge which are based on personal knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against Defendants SYSKA HENNESSY GROUP,
8 INC. and SH GROUP, INC (collectively, “DEFENDANTS”) seeking only to recover PAGA civil
9 penalties on behalf of all current and former aggrieved employees who worked for DEFENDANTS.
10 PLAINTIFF does **not seek to recover anything other than penalties as permitted by California**
11 **Labor Code Section 2699.** To the extent that statutory violations are mentioned for wage
12 violations, PLAINTIFF does not seek underlying general and/or special damages for those
13 violations, but simply the civil penalties permitted by California Labor Code Section 2699.

14 2. California has enacted the PAGA which permits PLAINTIFF to bring an action on
15 behalf of PLAINTIFF and on behalf of others for PAGA penalties *only*, which is the precise and
16 sole nature of this action.

17 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for DEFENDANTS’
18 violations under PAGA and solely for the relief as permitted by PAGA that is, penalties and any
19 other relief the Court deems proper pursuant to PAGA. Nothing in this complaint should be
20 constructed as attempting to obtain any relief that would not be available in a PAGA- only action.

21 4. PLAINTIFF brings this representative action pursuant to PAGA on behalf of the
22 Labor and Workforce Development Agency (“LWDA”) and other current and former aggrieved
23 employees of DEFENDANTS for engaging in a pattern and practice of wage and hour violations
24 under the California Labor Code.

25 5. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
26 decreased their employment-related costs by systematically violating California wage and hour
27 laws.

28 ///

6. DEFENDANTS' systematic pattern of wage and hour and Industrial Welfare Commission ("IWC") Wage Order violations toward PLAINTIFF and other aggrieved employees in California include, *inter alia*:

- a. Failure to pay all minimum, sick pay, regular and overtime wages;
- b. Failure to correctly calculate the regular rate of pay;
- c. Failure to pay within seven (7) days of the close of payroll;
- d. Failure to pay for all hours worked;
- e. Failure to maintain true and accurate records;
- f. Failure to reimburse for required business expenses;
- g. Failure to permit inspection of employee records;
- h. Failure to provide accurate itemized wage statements; and
- i. Failure to timely pay wages due during, and upon termination of employment.

7. PLAINTIFF reserves the right to name additional representatives throughout the State of California.

THE PARTIES

8. Defendant SYSKA HENNESSY GROUP, INC., (“Defendant Syska Hennessy”) is a New York corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

9. Defendant SH GROUP, INC (“Defendant SH Group”) is a Delaware corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

10. Defendant Syska Hennessy and Defendant SH Group were the joint employers of PLAINTIFF and the AGGRIEVED EMPLOYEES as evidenced by the documents issued to PLAINTIFF and the AGGRIEVED EMPLOYEES, by the company PLAINTIFF and the AGGRIEVED EMPLOYEES performed work for respectively, and as these entities each exerted control over the hours, wages and/or working conditions of PLAINTIFF and the AGGRIEVED EMPLOYEES. Therefore, Defendant Syska Hennessy and Defendant SH Group are jointly responsible as employers for the conduct alleged herein as “DEFENDANTS.”

1 11. DEFENDANTS own and operate a full-service engineering firm in California,
2 including in the County of San Diego.

3 12. PLAINTIFF was employed by DEFENDANTS in California from June of 2024 to
4 March of 2025.

5 13. PLAINTIFF, and such persons who may be added from time to time who satisfy the
6 requirements and exhaust the administrative procedures under the PAGA, bring this Representative
7 Action on behalf of the State of California with respect to PLAINTIFF and all individuals who are
8 or previously were employed by Defendant Syska Hennessy and/or Defendant SH Group in
9 California (“AGGRIEVED EMPLOYEES”) during the time period of September 4, 2024, and the
10 present (“PAGA PERIOD”).

11 14. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor Code
12 Section 2699(c) because PLAINTIFF was employed by DEFENDANTS and personally suffered
13 each of the alleged Labor Code violations committed by DEFENDANTS.

14 15. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant times
15 were, employees of DEFENDANTS, within the meanings set forth in the California Labor Code
16 and the applicable IWC Wage Order.

17 16. Each of the fictitiously named defendants participated in the acts alleged in this
18 Complaint. The true names and capacities of the Defendants named as DOES 1 THROUGH 50,
19 inclusive, are presently unknown to PLAINTIFF. PLAINTIFF will amend this Complaint, setting
20 forth the true names and capacities of these fictitiously named Defendants when their true names
21 are ascertained. PLAINTIFF is informed and believes, and on that basis alleges, that each of the
22 fictitious Defendants have participated in the acts alleged in this Complaint.

23 17. DEFENDANTS, including DOES 1 THROUGH 50 (hereinafter collectively
24 “DEFENDANTS”), were PLAINTIFF’S employers or persons acting on behalf of PLAINTIFF’S
25 employer, within the meaning of California Labor Code Section 558, who violated or caused to be
26 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating
27 hours and days of work in any order of the IWC and, as such, are subject to civil penalties for each
28 underpaid employee, as set forth in Labor Code Section 558, at all relevant times.

18. DEFENDANTS were PLAINTIFF'S employer or persons acting on behalf of PLAINTIFF'S employer either individually or as an officer, agent, or employee of another person, within the meaning of California Labor Code Section 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed by California state law, and as such, are subject to civil penalties for each underpaid employee.

JURISDICTION AND VENUE

19. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10 and California Business and Professions Code, Section 17203. This Court has jurisdiction over AGGRIEVED EMPLOYEES' claims for civil penalties under the Private Attorney General Act of 2004, California Labor Code Section 2698, *et seq.*

20. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because DEFENDANTS (i) currently maintain and at all relevant times maintained offices and facilities in this County and/or conduct substantial business in this County, and (ii) committed the wrongful conduct herein alleged in this County against AGGRIEVED EMPLOYEES.

THE CONDUCT

21. In violation of the applicable sections of the California Labor Code and the requirements of the IWC Wage Order, DEFENDANTS as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to pay PLAINTIFF and AGGRIEVED EMPLOYEES for all time worked, failed to compensate PLAINTIFF and AGGRIEVED EMPLOYEES for off-the-clock work, failed to pay PLAINTIFF and AGGRIEVED EMPLOYEES overtime at the correct regular rate of pay, failed to reimburse PLAINTIFF and other AGGRIEVED EMPLOYEES for business expenses, and knowingly and intentionally failed to issue to PLAINTIFF and AGGRIEVED EMPLOYEES accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. DEFENDANTS' uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows DEFENDANTS to illegally profit and gain an unfair

1 advantage over competitors who comply with the law. To the extent equitable tolling operates to
2 toll claims by the AGGRIEVED EMPLOYEES against DEFENDANTS, the PAGA PERIOD
3 should be adjusted accordingly.

4 **A. Unreimbursed Business Expenses**

5 22. DEFENDANTS as a matter of corporate policy, practice, and procedure,
6 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF
7 and the other AGGRIEVED EMPLOYEES for required business expenses incurred by the
8 PLAINTIFF and other AGGRIEVED EMPLOYEES in direct consequence of discharging their
9 duties on behalf of DEFENDANTS. Under California Labor Code Section 2802, employers are
10 required to indemnify employees for all expenses incurred in the course and scope of their
11 employment. California Labor Code Section 2802 expressly states that "an employer shall
12 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
13 direct consequence of the discharge of his or her duties, or of his or her obedience to the directions
14 of the employer, even though unlawful, unless the employee, at the time of obeying the directions,
15 believed them to be unlawful."

16 23. In the course of their employment, DEFENDANTS required PLAINTIFF and other
17 AGGRIEVED EMPLOYEES to incur personal expenses as a result of and in furtherance of their
18 job duties for the use of their personal cell phones, home internet services, and for the purchase and
19 maintenance of their remote work equipment (such as computers, monitors, chairs, and desks).
20 Specifically, PLAINTIFF and other AGGRIEVED EMPLOYEES were required to use their own
21 cell phones, home internet services, and for the purchase and maintenance of their remote work
22 equipment (such as computers, monitors, chairs, and desks) in order to perform work related tasks.
23 However, DEFENDANTS unlawfully failed to reimburse PLAINTIFF and other AGGRIEVED
24 EMPLOYEES for the personal expenses incurred for the use of their personal cell phones, , home
25 internet services, and for the purchase and maintenance of their remote work equipment (such as
26 computers, monitors, chairs, and desks). As a result, in the course of their employment with
27 DEFENDANTS, the PLAINTIFF and other AGGRIEVED EMPLOYEES incurred unreimbursed
28 business expenses that included, but were not limited to, costs related to the use of their personal

cell phones, home internet services, and for the purchase and maintenance of their remote work equipment (such as computers, monitors, chairs, and desks), all on behalf of and for the benefit of DEFENDANTS.

B. Wage Statement Violations

24. California Labor Code Section 226 requires an employer to furnish its employees an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of the employee's 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.

25. From time to time during the PAGA PERIOD, when PLAINTIFF and other AGGRIEVED EMPLOYEES were not paid for all hours worked, DEFENDANTS also failed to provide PLAINTIFF and other AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to show, among other things, all deductions, the total hours worked and all applicable hourly rates in effect during the pay period, and the corresponding amount of time worked at each hourly rate.

26. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide PLAINTIFF and the AGGRIEVED EMPLOYEES with wage statements that comply with California Labor Code Section 226(a)(1)-(9).

27. As a result, DEFENDANTS issued PLAINTIFF and AGGRIEVED EMPLOYEES with wage statements that violate California Labor Code Section 226. Further, DEFENDANTS' violations are knowing and intentional; they were not isolated due to an unintentional payroll error due to clerical or inadvertent mistake.

C. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations

28. During the PAGA PERIOD, from time to time DEFENDANTS failed and continue to fail to accurately pay PLAINTIFF and AGGRIEVED EMPLOYEES for all hours worked.

1 29. During the PAGA PERIOD, from time to time DEFENDANTS required
2 PLAINTIFF and AGGRIEVED EMPLOYEES to perform pre-shift or post-shift work, including
3 but not limited to, performing security sweeps. This resulted in PLAINTIFF and AGGRIEVED
4 EMPLOYEES having to work while off-the-clock.

5 30. DEFENDANTS directed and directly benefited from the undercompensated off-the-
6 clock work performed by PLAINTIFF and the other AGGRIEVED EMPLOYEES.

7 31. DEFENDANTS controlled the work schedules, duties, protocols, applications,
8 assignments, and employment conditions of PLAINTIFF and AGGRIEVED EMPLOYEES.

9 32. DEFENDANTS were able to track the amount of time PLAINTIFF and
10 AGGRIEVED EMPLOYEES spent working; however, DEFENDANTS failed to document, track,
11 or pay PLAINTIFF and AGGRIEVED EMPLOYEES all wages earned and owed for all the work
12 they performed.

13 33. PLAINTIFF and AGGRIEVED EMPLOYEES were employees, subject to the
14 requirements of the California Labor Code.

15 34. DEFENDANTS' policies and practices deprived PLAINTIFF and the other
16 AGGRIEVED EMPLOYEES of all minimum regular, overtime, and double time wages owed for
17 the off-the-clock work activities. Because PLAINTIFF and AGGRIEVED EMPLOYEES typically
18 worked over forty (40) hours in a workweek, and more than eight (8) hours per day,
19 DEFENDANTS' policies and practices also deprived them of overtime pay.

20 35. DEFENDANTS knew or should have known that PLAINTIFF and AGGRIEVED
21 EMPLOYEES' off-the-clock work was compensable under the law.

22 36. As a result, PLAINTIFF and AGGRIEVED EMPLOYEES forfeited wages due to
23 them for all hours worked at DEFENDANTS' direction, control, and benefit for the time spent
24 working while off-the-clock. DEFENDANTS' uniform policy and practice to not pay PLAINTIFF
25 and AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable law is
26 evidenced by DEFENDANTS' business records.

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D. Regular Rate Violation – Overtime, Double Time and Redeemed Sick Pay

37. From time to time during the PAGA PERIOD, DEFENDANTS failed and continues to fail to accurately calculate and pay PLAINTIFF and the other AGGRIEVED EMPLOYEES for their overtime and double time hours worked, redeemed sick pay. As a result, PLAINTIFF and the other AGGRIEVED EMPLOYEES forfeited wages due to them for working overtime without compensation at the correct overtime and double time rates, meal and rest period premiums, and redeemed sick pay rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and the AGGRIEVED EMPLOYEES at the correct rate for all overtime and double time worked, redeemed sick pay in accordance with applicable law is evidenced by DEFENDANTS' business records.

38. State law provides that employees must be paid overtime at one-and-one-half times their "regular rate of pay." (Cal. Lab. Code § 510.) PLAINTIFF and other AGGRIEVED EMPLOYEES were compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's performance.

39. The second component of PLAINTIFF'S and other AGGRIEVED EMPLOYEES' compensation was DEFENDANTS' non-discretionary incentive program that paid PLAINTIFF and other AGGRIEVED EMPLOYEES' incentive wages based on their performance for DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly basis with bonus compensation when the employees met the various performance goals set by DEFENDANTS.

40. From time to time, when calculating the regular rate of pay, in those pay periods where PLAINTIFF and other AGGRIEVED EMPLOYEES worked overtime, double time, and/or redeemed sick pay, and earned non-discretionary bonus, DEFENDANTS failed to accurately include the non-discretionary bonus compensation as part of the employees' "regular rate of pay" and/or calculated all hours worked rather than just all non-overtime hours worked. Management and supervisors described the incentive/bonus program to potential and new employees as part of the compensation package. As a matter of law, the incentive compensation received by PLAINTIFF and other AGGRIEVED EMPLOYEES must be included in the "regular rate of pay."

1 The failure to do so has resulted in a systematic underpayment of overtime and double time
2 compensation, and redeemed sick pay to PLAINTIFF and other AGGRIEVED EMPLOYEES by
3 DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid sick time for
4 non-exempt employees shall be calculated in the same manner as the regular rate of pay for the
5 workweek in which the non-exempt employee uses paid sick time, whether or not the employee
6 actually works overtime in that workweek. DEFENDANTS' conduct, as articulated herein, by
7 failing to include the incentive compensation as part of the "regular rate of pay" for purposes of
8 sick pay compensation was in violation of California Labor Code Section 246 the underpayment of
9 which is recoverable under California Labor Code Sections 201, 202, 203 and/or 204.

10 41. In violation of the applicable sections of the California Labor Code and the
11 requirements of the IWC Wage Order, DEFENDANTS as a matter of company policy, practice,
12 and procedure, intentionally and knowingly failed to compensate PLAINTIFF and AGGRIEVED
13 EMPLOYEES at the correct rate of pay for all overtime and double time worked, and sick pay.
14 This uniform policy and practice of DEFENDANTS is intended to purposefully avoid the payment
15 of the correct overtime and double time compensation, and sick pay as required by California law
16 which allowed DEFENDANTS to illegally profit and gain an unfair advantage over competitors
17 who complied with the law. To the extent equitable tolling operates to toll claims by the
18 AGGRIEVED EMPLOYEES against DEFENDANTS, the PAGA PERIOD should be adjusted
19 accordingly.

20 **E. Sick Pay Violations**

21 42. California Labor Code Section 246 (a)(1) mandates that "An employee who, on or
22 after July 1, 2015, works in California for the same employer for 30 or more days within a year
23 from the commencement of employment is entitled to paid sick days as specified in this section."
24 Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements.
25 From time to time, DEFENDANTS failed to have a policy or practice in place that provided
26 PLAINTIFF and AGGRIEVED EMPLOYEES with sick days and/or paid sick leave. As of January
27 1, 2024, DEFENDANTS failed to adhere to the law in that they failed to provide and allow
28 employees to use at least forty hours or five days of paid sick leave per year.

1 43. California Labor Code Section 246(i) requires an employer to furnish its employees
2 with written wage statements setting forth the amount of paid sick leave available. From time to
3 time, DEFENDANTS violated California Labor Code Section 246 by failing to furnish PLAINTIFF
4 and AGGRIEVED EMPLOYEES with wage statements setting forth the amount of paid sick leave
5 available.

6 **F. Violations for Untimely Payment of Wages**

7 44. Pursuant to California Labor Code section 204, PLAINTIFF and the AGGRIEVED
8 EMPLOYEES were entitled to timely payment of wages during their employment. PLAINTIFF
9 and the AGGRIEVED EMPLOYEES, from time to time, did not receive payment of all wages,
10 including, but not limited to, overtime wages and minimum wages within the permissible time
11 period.

12 45. Pursuant to California Labor Code Section 201, “If an employer discharges an
13 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”
14 Pursuant to California Labor Code Section 202, if an employee quits his or her employment, “his
15 or her wages shall become due and payable not later than 72 hours thereafter, unless the employee
16 has given 72 hours previous notice of his or her intention to quit, in which case the employee is
17 entitled to his or her wages at the time of quitting.” PLAINTIFF and the AGGRIEVED
18 EMPLOYEES were, from time to time, not timely provided the wages earned and unpaid at the
19 time of their discharge and/or at the time of quitting, in violation of California Labor Code Sections
20 201 and 202. Further, DEFENDANTS’ violations are willful and intentional; they were not isolated
21 due to an unintentional payroll error due to clerical or inadvertent mistake.

22 46. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely
23 paying all wages due at time of termination for all AGGRIEVED EMPLOYEES whose
24 employment ended during the PAGA PERIOD.

25 **G. Unlawful Deductions**

26 47. DEFENDANTS, from time to time unlawfully deducted wages from PLAINTIFF
27 and AGGRIEVED EMPLOYEES’ pay without explanations and without authorization to do so or
28

1 notice to PLAINTIFF and the AGGRIEVED EMPLOYEES. As a result, DEFENDANTS violated
2 Labor Code Section 221.

3 **H. Unlawful Rounding Practices**

4 48. During the PAGA PERIOD, DEFENDANTS did not have in place an immutable
5 timekeeping system to accurately record and pay PLAINTIFF and other AGGRIEVED
6 EMPLOYEES for the actual time these employees worked each day, including overtime hours.
7 Specifically, DEFENDANTS had in place an unlawful rounding policy and practice that resulted
8 in PLAINTIFF and AGGRIEVED EMPLOYEES being undercompensated for all of their time
9 worked. As a result, DEFENDANTS were able to and did in fact unlawfully, and unilaterally round
10 the time recorded in DEFENDANTS' timekeeping system for PLAINTIFF and AGGRIEVED
11 EMPLOYEES in order to avoid paying these employees for all their time worked, including the
12 applicable overtime compensation for overtime worked. As a result, PLAINTIFF and other
13 AGGRIEVED EMPLOYEES, from time to time, forfeited compensation for their time worked by
14 working without their time being accurately recorded and without compensation at the applicable
15 overtime rates.

16 **I. Timekeeping Manipulation**

17 49. During the PAGA PERIOD, DEFENDANTS, from time to time, did not have an
18 immutable timekeeping system to accurately record and pay PLAINTIFF and AGGRIEVED
19 EMPLOYEES for the actual time PLAINTIFF and AGGRIEVED EMPLOYEES worked each day,
20 including regular time, overtime hours, and sick pay. As a result, DEFENDANTS was able to and
21 did in fact, unlawfully, and unilaterally alter the time recorded in DEFENDANTS' timekeeping
22 system for PLAINTIFF and AGGRIEVED EMPLOYEES in order to avoid paying these employees
23 for all hours worked, applicable overtime compensation, and applicable sick pay.

24 50. As a result, PLAINTIFF and AGGRIEVED EMPLOYEES, from time to time,
25 forfeited time worked by working without their time being accurately recorded and without
26 compensation at the applicable pay rates.

27 51. As a result, PLAINTIFF and AGGRIEVED EMPLOYEES forfeited wages due to
28 them for all hours worked at DEFENDANTS' direction, control and benefit for the time the

1 timekeeping system was inoperable. DEFENDANTS' uniform policy and practice to not pay
2 PLAINTIFF and AGGRIEVED EMPLOYEES wages for all hours worked in accordance with
3 applicable law is evidenced by DEFENDANTS' business records.

4 **J. Failure to Provide Personnel Files**

5 52. On March 13, 2025, PLAINTIFF caused written requests via certified mail to be
6 delivered to DEFENDANTS for PLAINTIFF'S personnel and employment records, including
7 but not limited to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; and (4)
8 PLAINTIFF'S complete employment file.

9 53. DEFENDANTS failed to provide and/or make available to PLAINTIFF their
10 personnel records, payroll records, employment contract, and entire employment file within thirty
11 (30) days of their requests stated above. In fact, as of the date of filing of this complaint,
12 DEFENDANTS have still failed to pay PLAINTIFF the statutory penalty in the amount of \$750.
13 DEFENDANTS violated California Labor Code Section 1198.5 by failing to respond and provide
14 PLAINTIFF with their employment file. Section 1198.5 states that employees (and former
15 employees) have the right to inspect personnel records maintained by the employer "related to the
16 employee's performance or to any grievance concerning the employee." Employers must allow
17 inspection or copying within thirty (30) days of the request. PLAINTIFF is now entitled to and
18 requests injunctive relief to obtain compliance with California Labor Code Section 1198.5, a
19 statutory penalty, and an award of attorneys' fees and costs for bringing this action.

20 54. Specifically, as to PLAINTIFF, , DEFENDANTS also provided PLAINTIFF with
21 paystubs that failed to comply with California Labor Code Section 226. Further, DEFENDANTS
22 also failed to reimburse PLAINTIFF for required business expenses related to the personal expenses
23 incurred for the use of PLAINTIFF'S personal cell phone, personal vehicle and for the purchase
24 and maintenance of work uniforms, on behalf of and in furtherance of PLAINTIFF'S employment
25 with DEFENDANTS. Additionally, DEFENDANTS failed to provide and/or make available to
26 PLAINTIFF their personnel records, payroll records, employment contracts, and entire
27 employment file within (30) days of his request on March 13, 2025. To date, DEFENDANTS have
28 not fully paid PLAINTIFF the minimum, overtime and double time compensation still owed to

1 PLAINTIFF or any penalty wages owed to PLAINTIFF under California Labor Code Section 203.
2 The amount in controversy for PLAINTIFF individually does not exceed the sum or value of
3 \$75,000.

4 **FIRST CAUSE OF ACTION**

5 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

6 **(Cal. Lab. Code §§2698 *et seq.*)**

7 **(Alleged by PLAINTIFF against all DEFENDANTS)**

8 55. PLAINTIFF realleges and incorporates by this reference, as though fully set forth
9 herein, the prior paragraphs of this Complaint.

10 56. PAGA is a mechanism by which the State of California itself can enforce state labor
11 laws through the employee suing under the PAGA who do so as the proxy or agent of the state's
12 labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally
13 a law enforcement action designed to protect the public and not to benefit private parties. The
14 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"
15 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
16 Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as
17 private attorneys general to recover civil penalties for Labor Code violations ..." (Stats. 2003, ch.
18 906, § 1.) Accordingly, PAGA claims cannot be subject to arbitration.

19 57. At all relevant times, for the reasons described herein and others, PLAINTIFF and
20 the AGGRIEVED EMPLOYEES were aggrieved employees of DEFENDANTS within the
21 meaning of Labor Code Section 2699(c).

22 58. Labor Code Sections 2699(a) and (k) authorize an AGGRIEVED EMPLOYEE, like
23 PLAINTIFF, on behalf of PLAINTIFF and other current or former employees, to bring a civil
24 action to recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3

25 59. PLAINTIFF complied with the procedures for bringing suit specified in Labor Code
26 Section 2699.3. By certified letter, return receipt requested, dated September 4, 2025, PLAINTIFF
27 gave written notice to the Labor and Workforce Development Agency ("LWDA") and to
28

1 DEFENDANTS of the specific provisions of the Labor Code alleged to have been violated,
2 including the facts and theories to support the alleged violations. (See **Exhibit #1.**)

3 60. As of the date of this complaint, more than sixty-five (65) days after serving the
4 LWDA with notice of DEFENDANTS' violations, the LWDA has not provided any notice by
5 certified mail of its intent to investigate the DEFENDANTS' alleged violations as mandated by
6 Labor Code Section 2699.3(a)(2)(A). Accordingly, pursuant to Labor Code Section
7 2699.3(a)(2)(A), PLAINTIFF may commence and is authorized to pursue this cause of action.

8 61. Pursuant to Labor Code Sections 2699(a) and (f), PLAINTIFF and the
9 AGGRIEVED EMPLOYEES are entitled to civil penalties for DEFENDANTS' violations of
10 Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 246,
11 510, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802 and 2804 in
12 the following amounts:

13 a. For violation of Labor Code Sections 201, 202, 203, and 204, up to (\$200)
14 per AGGRIEVED EMPLOYEE per pay period [penalty per Labor Code
15 Section 2699(f)];

16 b. For violations of Labor Code Section 226(a), a civil penalty in the amount
17 of two hundred fifty dollars (\$250) for each AGGRIEVED EMPLOYEE for
18 any initial violation and one thousand dollars for each subsequent violation
19 [penalty per Labor Code Section 226.3];

20 c. For violations of Labor Code Sections 204, a civil penalty in the amount of
21 one hundred dollars (\$100) for each AGGRIEVED EMPLOYEE for any initial
22 violation and two hundred dollars (\$200) for AGGRIEVED EMPLOYEE for
23 each subsequent violation [penalty per Labor Code Section 210];

24 d. For violations of Labor Code Section, 510 a civil penalty in the amount of
25 fifty dollars (\$50) for each underpaid AGGRIEVED EMPLOYEE for the initial
26 violation and one hundred dollars (\$100) for each underpaid AGGRIEVED
27 EMPLOYEE for each subsequent violation [penalty per Labor Code Section
28 558];

1 e. For violations of Labor Code Section 1174(d), a civil penalty in the amount
2 of five hundred (\$500) dollars for each AGGRIEVED EMPLOYEE [penalty
3 per Labor Code Section 1174.5].

4 f. For violations of Labor Code Sections 1194, 1194.2, 1197, 1198 and 1199,
5 a civil penalty in the amount of one hundred dollars (\$100) for each
6 AGGRIEVED EMPLOYEE per pay period for the initial violation and two
7 hundred dollars fifty (\$250) for each AGGRIEVED EMPLOYEE per pay
8 period for each subsequent violation [penalty per Labor Code Section 1197.1].

9 62. For all provisions of the Labor Code for which civil penalty is not specifically
10 provided, Labor Code Section 2699(f) imposes upon DEFENDANTS a penalty of up to two
11 hundred dollars (\$200) for each AGGRIEVED EMPLOYEE per pay period. PLAINTIFF and the
12 AGGRIEVED EMPLOYEES are entitled to an award of reasonable attorney's fees and costs in
13 connection with their claims for civil penalties pursuant to Labor Code Section 2699(k)(1).

14 **PRAYER FOR RELIEF**

15 WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS as follows:

16 1. For reasonable attorney's fees and costs of suit to the extent permitted by law,
17 including pursuant to Labor Code Section 2699, *et seq.*;

18 2. For civil penalties to the extent permitted by law pursuant to the Labor Code under
19 the Private Attorneys General Act; and

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

21
22 DATED: November 17 2025

23 **JCL LAW FIRM, APC**

24 By: 

25 Jean-Claude Lapuyade, Esq.
26 Attorney for PLAINTIFF
27
28

EXHIBIT 1

September 4, 2025

Via Online Filing to LWDA and Certified Mail to Defendants

Labor and Workforce Development Agency

Online Filing

SYSKA HENNESSY GROUP, INC.

c/o C T Corporation System
330 N Brand Boulevard, Suite 700
Glendale, CA 91203

Sent via Certified Mail and Return Receipt No. 9589 0710 5270 2308 6638 23

SH GROUP, INC

c/o C T Corporation System
330 N Brand Boulevard, Suite 700
Glendale, CA 91203

Sent via Certified Mail and Return Receipt No. 9589 0710 5270 2308 6639 08

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 227.3, 246, 510, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

This notice is being sent in compliance with California Labor Code Section 2699.3. Our offices represent Plaintiff ANTHONY TILLEY ("Plaintiff") and other aggrieved employees. Plaintiff was employed by Defendant SYSKA HENNESSY GROUP, INC. ("Defendant Syska Hennessy") and Defendant SH GROUP, INC ("Defendant SH Group") (hereinafter, collectively, "Defendants") ("Defendants") in California from June of 2024 through March of 2025 as an Engineer II and worked at Defendants' office at 401 W. A Street, San Diego, CA 92101. Plaintiff was employed by Defendants and was entitled to payment of all wages owed..

Plaintiff alleges that within the past year, Plaintiff personally suffered violations of the following Labor Code Sections as a result of Defendants' failure to pay Plaintiff for all time worked, provide Plaintiff with accurate itemized wage statements that facially comply with the requirements provided for in Labor Code Section 226, furnish wages to Plaintiff with the frequency as set forth under Labor Code Section 204, and reimburse Plaintiff for necessary business expenses pursuant to Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, , 227.3, 246, 510, , 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804. These violations are actionable under California Labor Code Section 2699.3.

The information below provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. If the agency needs any further information, please do not hesitate to ask.

Plaintiff seeks to represent a group of aggrieved employees defined as any person currently or formerly employed by Defendant Syska Hennessy and/or Defendant SH Group who performed work in California and against whom one or more of the alleged violations listed above were committed during the relevant claim period ("Aggrieved Employees"). Plaintiff believes this group to be comprised of all current and former employees who performed work for Defendant Syska Hennessy and/or Defendant SH Group in California during the period beginning one year prior to the date of this Notice and continuing through the present.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to pay Plaintiff and other Aggrieved Employees for all time worked, failed to compensate Plaintiff and other Aggrieved Employees for off-the-clock work, failed to pay Plaintiff and other Aggrieved Employees overtime at the correct regular rate of pay, failed to pay Plaintiff and other Aggrieved Employees redeemed sick pay at the regular rate of pay, failed to reimburse Plaintiff and other Aggrieved Employees for business expenses, and failed to issue to Plaintiff and other Aggrieved Employees accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. Defendants' uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows Defendants to illegally profit and gain an unfair advantage over competitors who comply with the law.

Unreimbursed Business Expenses: Defendants as a matter of corporate policy, practice, and procedure, intentionally, knowingly, and systematically failed to reimburse and indemnify the Plaintiff and other Aggrieved Employees for required business expenses incurred by the Plaintiff and other Aggrieved Employees in direct consequence of discharging their duties on behalf of Defendants. Under California Labor Code Section 2802, employers are required to indemnify employees for all expenses incurred in the course and scope of their employment. California Labor Code Section 2802 expressly states that "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

Within the last year, in the course of their employment, Defendants required Plaintiff and other Aggrieved Employees to incur personal expenses as a result of and in furtherance of their job duties for the use of their personal cell phones, home internet services, and purchase and maintenance of their remote work equipment (such as computers, monitors, chairs, and desks). Specifically, Plaintiff and other Aggrieved Employees were required to incur personal expenses for the use of their personal cell phones, home internet services, and purchase and maintenance of their remote work equipment (such as computers, monitors, chairs, and desks) in order to perform work related tasks. However, Defendants unlawfully failed to reimburse Plaintiff and other Aggrieved Employees for the personal expenses incurred for the use of their personal cell phones, remote work equipment (such as computers, monitors, chairs, and desks), and home internet

services. As a result, in the course of their employment with Defendants, the Plaintiff and other Aggrieved Employees incurred unreimbursed business expenses that included, but were not limited to, costs related to the personal expenses incurred for the use of their personal cell phones, home internet services, and purchase and maintenance of their remote work equipment (such as computers, monitors, chairs, and desks), all on behalf of and for the benefit of Defendants. For example, during the pay period of September 8, 2024 to September 21, 2024, Defendants required Plaintiff to use Plaintiff's personal cell phone, and incur personal expenses for the use of home internet and maintenance of his remote work equipment (such as computers, monitors, chairs, and desks). However, as evidenced by the example below, Defendants failed to reimburse Plaintiff for the use of Plaintiff's personal cell phone, home internet, and expenses incurred for the maintenance of his remote work equipment.

CO. FILE DEPT. CLOCK VCHR. NO. 020
S1L 006634 BET000 0000380239 1

SYSKA HENNESSY GROUP, INC.
 1185 AVENUE OF THE AMERICAS, 5TH FLOOR
 NEW YORK, NY 10036

Earnings Statement



Period Beginning: 09/08/2024
 Period Ending: 09/21/2024
 Pay Date: 09/20/2024

Filing Status: Single/Married filing separately
 Exemptions/Allowances:
 Federal: Standard Withholding Table

Social Security Number: XXX-XX-XXXX

Earnings	rate	salary/hours	this period	year to date
Regular	3000.00	80.00	3,000.00	19,500.00
Parking Reimb				92.28
Straight O/T				150.00
Gross Pay			\$3,000.00	19,742.28

Your federal taxable wages this period are
 \$2,666.89

Other Benefits and Information	this period	total to date
401K Er Match	120.00	607.84
Total Hrs Worked	80.00	

Deductions	Statutory		year to date
Federal Income Tax	-272.92		1,997.73
Social Security Tax	-165.34		1,157.37
Medicare Tax	-38.67		270.68
CA State Income Tax	-120.25		849.84
CA SDI Tax	-30.30		209.21
Other			
Dental	-11.17*		55.85
Hsa	-64.86*		259.44
Ltd-Buy-Up	-7.44		37.20
Medical	-47.05*		235.25
PRE TAX TRANSIT	-206.00*		412.00
Roth Contributi	-330.00		1,671.58
Std	-0.29		1.45
Supp Life Ee	-2.45		12.25
Vision	-4.03*		20.15
Net Pay		\$1,699.23	
Checking 1	-1,699.23		
Net Check		\$0.00	

Important Notes
 COMPANY PH#: 212-556-3334

BASIS OF PAY: SALARY

Additional Tax Withholding Information

Taxable Marital Status:
 CA: Single
 Exemptions/Allowances:
 CA: 0

* Excluded from federal taxable wages

SYSKA HENNESSY GROUP, INC.
 1185 AVENUE OF THE AMERICAS, 5TH FLOOR
 NEW YORK, NY 10036

Advice number: 00000380239
 Pay date: 09/20/2024

Deposited to the account of	account number	transit ABA	amount
ANTHONY TILLEY			\$1,699.23

NON-NEGOTIABLE

Wage Statement Violations: California Labor Code Section 226 requires an employer to furnish its employees and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of the employee's 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. From time to time during the last year, when Plaintiff and other Aggrieved Employees were not paid for all hours worked, Defendants also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements which failed to show, among other things, all deductions, the total hours worked and all applicable hourly rates in effect during the pay period, and the corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments. Defendants also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements that included all required elements listed above.

As a result, Defendants issued Plaintiff and other Aggrieved Employees with wage statements that violate California Labor Code Section 226. Further, Defendants' violations are knowing and intentional; they were not isolated due to an unintentional payroll error due to clerical or inadvertent mistake.

Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations: During the last year, from time-to-time, Defendants failed and continue to fail to accurately pay Plaintiff and other Aggrieved Employees for all hours worked. During the last year, from time-to-time Defendants required Plaintiff and other Aggrieved Employees to perform pre-shift or post-shift work, including but not limited to performing security sweeps. This resulted in Plaintiff and other Aggrieved Employees having to work while off-the-clock. Defendants directly benefited from the undercompensated off-the-clock work performed by Plaintiff and other Aggrieved Employees. Defendants controlled the work schedules, duties, and protocols, applications, assignments, and employment conditions of Plaintiff and other Aggrieved Employees.

Defendants were able to track the amount of time Plaintiff and other Aggrieved Employees spent working; however, Defendants failed to document, track, or pay Plaintiff and other Aggrieved Employees all wages earned and owed for all the work they performed. Plaintiff and other Aggrieved Employees were exempt employees, subject to the requirements of the California Labor Code. Defendants' policies and practices deprived Plaintiff and other Aggrieved Employees of all minimum regular and overtime wages owed for the off-the-clock work activities. Because Plaintiff and other Aggrieved Employees typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day, Defendants' policies and practices also deprived them of overtime pay.

Defendants knew or should have known that Plaintiff's and other Aggrieved Employees' off-the-clock work was compensable under the law. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control, and benefit for the time spent working while off-the-clock, including but not limited to, undergoing pre-shift and post-shift work. Defendants' uniform policy and practice to not pay Plaintiff and other Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendants' business records.

Regular Rate Violation – Overtime, Double Time, and Redeemed Sick Pay: From time to time during the last year, Defendants failed and continue to fail to accurately calculate and pay Plaintiff and other Aggrieved Employees for their overtime and double time hours worked, and redeemed sick pay. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for

working overtime without compensation at the correct overtime and double time rates, and redeemed sick pay rates. Defendants' uniform policy and practice not to pay Plaintiff and other Aggrieved Employees at the correct rate for all overtime and double time worked, and sick pay in accordance with applicable law is evidenced by Defendants' business records.

State law provides that employees must be paid overtime at one-and-one-half times their "regular rate of pay." Plaintiff and other Aggrieved Employees were compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's performance. The second component of Plaintiff's and other Aggrieved Employees' compensation was Defendants' non-discretionary incentive program that paid Plaintiff and other Aggrieved Employees incentive wages based on their performance for Defendants. The non-discretionary bonus program provided all employees paid on an hourly basis with bonus compensation when the employees met the various performance goals set by Defendants. However, from time to time, when calculating the regular rate of pay in those pay periods where Plaintiff and other Aggrieved Employees worked overtime, double time, and/or redeemed sick pay, and earned non-discretionary bonuses, Defendants failed to accurately include the non-discretionary bonus compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked rather than just all non-overtime hours worked. Management and supervisors described the incentive/bonus program to potential and new employees as part of the compensation package. As a matter of law, the incentive compensation received by Plaintiff and other Aggrieved Employees must be included in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment of overtime and double time compensation, and redeemed sick pay to Plaintiff and other Aggrieved Employees by Defendants.

Specifically, California Labor Code Section 246 mandates that paid sick time for non-exempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the employee actually works overtime in that workweek. Defendants' conduct, as articulated herein, by failing to include the incentive compensation as part of the "regular rate of pay" for purposes of sick pay compensation was in violation of California Labor Code Section 246 the underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or 204.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice, and procedure, intentionally and knowingly failed to compensate Plaintiff and other Aggrieved Employees at the correct rate of pay for all overtime and double time worked, and redeemed sick pay as required by California law which allowed Defendants to illegally profit and gain an unfair advantage over competitors who complied with the law.

Unlawful Deductions: During the last year, Defendants, from time-to-time, unlawfully deducted wages from Plaintiff and Aggrieved Employees' pay without explanations and without authorization to do so or notice to Plaintiff and the Aggrieved Employees. As a result, Defendants violated Labor Code Section 221.

Timekeeping Manipulation: During the last year, Defendants, from time-to-time, did not have an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time Plaintiff and other Aggrieved Employees worked each day, including regular time and overtime hours. As a result, Defendants were able to and did in fact,

unlawfully, and unilaterally alter the time recorded in Defendants' timekeeping system for Plaintiff and other Aggrieved Employees in order to avoid paying these employees for all hours worked, applicable overtime compensation and applicable sick pay. As a result, Plaintiff and other Aggrieved Employees, from time-to-time, forfeited time worked by working without their time being accurately recorded and without compensation at the applicable pay rates.

Unlawful Rounding Practices: During the last year, Defendants did not have in place an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time these employees worked each day, including overtime hours. Specifically, Defendants had in place an unlawful rounding policy and practice that resulted in Plaintiff and the Aggrieved Employees being undercompensated for all of their time worked. As a result, Defendants were able to and did in fact unlawfully and unilaterally round the time recorded in Defendants' timekeeping system for Plaintiff and the Aggrieved Employees in order to avoid paying these employees for all their time worked, including the applicable overtime compensation for overtime worked. As a result, Plaintiff and other Aggrieved Employees, from time to time, forfeited compensation for their time worked by working without their time being accurately recorded and without compensation at the applicable overtime rates.

Untimely Payment of Wages: Pursuant to California Labor Code Section 204, Plaintiff and the Aggrieved Employees were entitled to timely payment of wages during their employment. Plaintiff and the Aggrieved Employees, from time to time, did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, within the permissible time period. Pursuant to California Labor Code Section 201, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Pursuant to California Labor Code Section 202, if an employee quits his or her employment, "his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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." Plaintiff and the Aggrieved Employees were, from time to time, not timely provided the wages earned and unpaid at the time of their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201 and 202. To date, Defendants have not fully paid PLAINTIFF the minimum, overtime and double time compensation still owed to them or any penalty wages owed to them under California Labor Code Section 203.

Sick Pay Violations: California Labor Code Section 246 (a)(1) mandates that "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 as specified in this section." Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From time to time, including within the last year, Defendants failed to have a policy or practice in place that provided Plaintiff and other Aggrieved Employees with sick days and/or paid sick leave. As of January 1, 2024, Defendants failed to adhere to the law in that they failed to provide and allow employees to use at least 40 hours or five days of paid sick leave per year. California Labor Code Section 246(i) requires an employer to furnish its employees with written wage statements setting forth the amount of paid sick leave available. From time to time, including within the last year, Defendants violated California Labor Code Section 246 by failing to furnish Plaintiff and other Aggrieved Employees with wage statements setting forth the amount of paid sick leave available.

Personnel File Violations: On March 13, 2025, Plaintiff caused a written request via certified mail

to be delivered to Defendants for Plaintiff's personnel and employment records, including but not limited to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; and (4) Plaintiff's complete employment file. Defendants failed to provide and/or make available to Plaintiff and other Aggrieved Employees their personnel records, payroll records, employment contract, and entire employment file within thirty (30) days of their request stated above. In fact, as of the date of filing of this notice, Defendants have still failed to pay Plaintiff the statutory penalty in the amount of \$750. Defendants violated California Labor Code Section 1198.5 by failing to respond and provide Plaintiff with their employment file. Section 1198.5 states that employees (and former employees) have the right to inspect personnel records maintained by the employer "related to the employee's performance or to any grievance concerning the employee." Employers must allow inspection or copying within thirty (30) days of the request.

Defendants also include DOES 1-50, the true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise, are presently unknown to Plaintiff who therefore sues these Defendants by such fictitious names. To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals, including DOES 1-50, responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendants are on notice that Plaintiff continues their investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided in compliance with California Labor Code Section 2699.3, *et seq.*

If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Sincerely,

A handwritten signature in black ink, appearing to read 'JC Lapuyade', with a stylized flourish at the end.

Jean-Claude Lapuyade, Esq.
Attorney for Plaintiff