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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

JOSHUA MOCKRIDGE, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

GEA MECHANICAL EQUIPMENT US,
INC., a Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. **30-2026-01560574-CU-OE-CXC**

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 204, 210, 226(a), 226.7, 246, 510, 512,
558(a)(1)(2), 1194, 1197, 1197.1, 1198,
2802, California Code of Regulations,
Title 8, Section 11040, Subdivision
5(A)-(B), and the applicable Wage
Order(s).

1 Plaintiff Joshua Mockridge (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the
3 Labor Code Private Attorney General Act of 2004, § 2699, (“PAGA”) only, alleges on
4 information and belief, except for his own acts and knowledge which are based on personal
5 knowledge, the following:

6 INTRODUCTION

7 1. PLAINTIFF brings this action against defendant GEA Mechanical Equipment US,
8 Inc. (referred to as “DEFENDANT”) seeking only to recover PAGA civil penalties on behalf
9 of all current and former aggrieved employees that worked for DEFENDANT. PLAINTIFF
10 does **not seek to recover anything other than penalties as permitted by California Labor**
11 **Code § 2699**. To the extent that statutory violations are mentioned for wage violations,
12 PLAINTIFF does not seek underlying general and/or special damages for those violations, but
13 simply the civil penalties permitted by California Labor Code § 2699.

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

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

21 4. PLAINTIFF is not suing in his individual capacity; he is proceeding
22 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.
23 Nothing in this complaint should be construed as PLAINTIFF suing in his individual capacity.

24 THE PARTIES

25 5. GEA Mechanical Equipment US, Inc. is a corporation that at all relevant times
26 mentioned herein conducted and continues to conduct substantial business in California.

27 6. DEFENDANT is a leading provider of centrifuges, dryers, evaporators and
28

1 crystallizers. DEFENDANT's experience includes production of fertilizers, polymer solutions,
2 bio-insecticides, bio-based chemicals and catalyst recovery.

3 7. PLAINTIFF is currently employed by DEFENDANT in California. PLAINTIFF's
4 employment with DEFENDANT started in September of 2017. PLAINTIFF has been at all
5 times classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and
6 entitled to the legally required meal and rest periods and payment of minimum and overtime
7 wages due for all time worked.

8
9 8. PLAINTIFF, and such persons that may be added from time to time who satisfy
10 the requirements and exhaust the administrative procedures under the Private Attorney General
11 Act, brings this Representative Action on behalf of the State of California with respect to all
12 individuals who are or previously were employed by DEFENDANT, including any employees
13 staffed with DEFENDANT by a third party, and classified as non-exempt employees
14 ("AGGRIEVED EMPLOYEES") during the time period of January 21, 2025 until a date as
15 determined by the Court (the "PAGA PERIOD").

16 9. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or
17 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
18 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT's
19 violation of California Labor Code §§ 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2),
20 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,
21 Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the foregoing,
22 PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within the
23 meaning of Labor Code § 2699.

24 10. The true names and capacities, whether individual, corporate, subsidiary,
25 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
26 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
27 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
28 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when

1 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
2 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
3 50, inclusive, are responsible in some manner for one or more of the events and happenings
4 that proximately caused the injuries and damages hereinafter alleged.

5 11. The agents, servants and/or employees of the Defendants and each of them
6 acting on behalf of the Defendants acted within the course and scope of his, her or its
7 authority as the agent, servant and/or employee of the Defendants, and personally
8 participated in the conduct alleged herein on behalf of the Defendants with respect to the
9 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
10 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
11 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the
12 conduct of the Defendants' agents, servants and/or employees.

13 14 **THE CONDUCT**

15 12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
16 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time
17 worked, meaning the time during which an employee is subject to the control of an
18 employer, including all the time the employee is suffered or permitted to work.
19 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without
20 paying them for all the time they are under DEFENDANT's control. Among other things,
21 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
22 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
23 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
24 break. DEFENDANT, as a matter of established company policy and procedure,
25 administers a uniform practice of rounding the actual time worked and recorded by
26 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,
27 so that during the course of their employment, PLAINTIFF and the AGGRIEVED
28 EMPLOYEES are paid less than they would have been paid had they been paid for actual

1 recorded time rather than “rounded” time. As a result, PLAINTIFF and the AGGRIEVED
2 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal
3 breaks by working without their time being correctly recorded and without compensation at
4 the applicable rates. DEFENDANT’s policy and practice not to pay PLAINTIFF and the
5 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT’s business
6 records.

7 13. State law provides that employees must be paid overtime and meal and rest
8 break premiums at one-and-one-half times their “regular rate of pay.” PLAINTIFF and the
9 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
10 tied to specific elements of an employee’s performance.

11 14. The second component of PLAINTIFF’s and the AGGRIEVED
12 EMPLOYEES’ compensation is DEFENDANT’s non-discretionary incentive program that
13 paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their
14 performance for DEFENDANT. The non-discretionary incentive program provided all
15 employees paid on an hourly basis with incentive compensation when the employees met the
16 various performance goals set by DEFENDANT. However, when calculating the regular
17 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and
18 the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive
19 compensation as part of the employees’ “regular rate of pay” for purposes of calculating
20 overtime pay and meal and rest break premium pay. Management and supervisors described
21 the incentive program to potential and new employees as part of the compensation package.
22 As a matter of law, the incentive compensation received by PLAINTIFF and the
23 AGGRIEVED EMPLOYEES must be included in the “regular rate of pay.” The failure to
24 do so has resulted in a underpayment of overtime compensation and meal and rest break
25 premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT.

26 15. As a result of their rigorous work schedules, PLAINTIFF and the
27 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
28 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF

1 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
2 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
3 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
4 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
5 which these employees were required by DEFENDANT to work ten (10) hours of work.
6 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
7 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
8 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
9 and in accordance with DEFENDANT's corporate policy and practice.

10 16. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
11 EMPLOYEES were also required from time to time to work in excess of four (4) hours
12 without being provided ten (10) minute rest periods. Further, these employees were denied
13 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
14 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
15 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
16 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
17 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
18 also not provided with one hour wages in lieu thereof. Additionally, the applicable
19 California Wage Order requires employers to provide employees with off-duty rest periods,
20 which the California Supreme Court defined as time during which an employee is relieved
21 from all work related duties and free from employer control. In so doing, the Court held that
22 the requirement under California law that employers authorize and permit all employees to
23 take rest period means that employers must relieve employees of all duties and relinquish
24 control over how employees spend their time which includes control over the locations
25 where employees may take their rest period. Employers cannot impose controls that prohibit
26 an employee from taking a brief walk - five minutes out, five minutes back. Here,
27 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
28 unconstrained walks and is unlawful based on DEFENDANT's rule which states

1 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
2 their rest period.

3 17. During the PAGA PERIOD, DEFENDANT failed to accurately record and
4 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
5 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
6 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
7 all time worked, meaning the time during which an employee was subject to the control of
8 an employer, including all the time the employee was permitted or suffered to permit this
9 work. DEFENDANT required these employees to work off the clock without paying them
10 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
11 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
12 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
13 EMPLOYEES forfeited time worked by working without their time being accurately
14 recorded and without compensation at the applicable minimum wage and overtime wage
15 rates. To the extent that the time worked off the clock does not qualify for overtime
16 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
17 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

18 18. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
19 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
20 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
21 provides that every employer shall furnish each of his or her employees with an accurate
22 itemized wage statement in writing showing, among other things, gross wages earned and all
23 applicable hourly rates in effect during the pay period and the corresponding amount of time
24 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
25 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
26 during the pay period and the total hours worked, and the applicable pay period in which the
27 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
28 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to

1 identify such information. More specifically, the wage statements failed to identify the
2 accurate total hours worked each pay period. When the hours shown on the wage statements
3 were added up, they did not equal the actual total hours worked during the pay period in
4 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
5 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
6 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
7 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
8 statements which violated Cal. Lab. Code § 226.

9 19. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
10 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
11 the wages are paid not more than seven (7) calendar days following the close of the payroll
12 period. Cal. Lab. Code § 210 provides:

13 in [I]n addition to, and entirely independent and apart from, any other penalty provided
14 this article, every person who fails to pay the wages of each employee as provided in
15 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
16 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
each subsequent violation, or any willful or intentional violation, two hundred dollars
(\$200) for each failure to pay each employee, plus 25 percent of the amount
unlawfully withheld.

17 20. DEFENDANT from time to time failed to pay PLAINTIFF and the
18 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
19 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
20 wage payments.

21 21. DEFENDANT underpaid sick pay wages to PLAINTIFF and the
22 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
23 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
24 employees earn non-discretionary remuneration, including, but not limited to, incentives,
25 shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay,
26 DEFENDANT underpays sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at
27 their base rates of pay.

28 22. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt

1 employees be calculated by dividing the employee's total wages, not including overtime
2 premium pay, by the employee's total hours worked in the full pay periods of the prior 90
3 days of employment.

4 23. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
5 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely
6 earned non-discretionary incentive wages which increased their regular rate of pay.
7 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
8 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
9 required under Cal. Lab. Code Section 246.

10 24. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
11 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
12 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
13 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
14 2802, employers are required to indemnify employees for all expenses incurred in the course
15 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
16 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
17 employee in direct consequence of the discharge of his or her duties, or of his or her
18 obedience to the directions of the employer, even though unlawful, unless the employee, at
19 the time of obeying the directions, believed them to be unlawful."

20 25. In the course of their employment PLAINTIFF and the AGGRIEVED
21 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
22 personal cellular phones as a result of and in furtherance of their job duties as employees for
23 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
24 associated with the use of their personal cellular phones for DEFENDANT's benefit.
25 Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by
26 DEFENDANT to use their personal cellular phones. As a result, in the course of their
27 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES
28 incurred unreimbursed business expenses which included, but were not limited to, costs

1 related to the use of their personal cellular phones all on behalf of and for the benefit of
2 DEFENDANT.

3
4 **JURISDICTION AND VENUE**

5 26. This Court has jurisdiction over this Action pursuant to California Code of
6 Civil Procedure, Section 410.10.

7 27. Venue is proper in this Court pursuant to California Code of Civil Procedure,
8 Sections 395.5 and 393, because DEFENDANT operates in locations across California,
9 employs AGGRIEVED EMPLOYEES across California, including in this County, and
10 committed the wrongful conduct herein alleged in this County against AGGRIEVED
11 EMPLOYEES.

12
13 **FIRST CAUSE OF ACTION**

14 **For Violation of the Private Attorneys General Act**

15 **[Cal. Lab. Code §§ 2698]**

16 **(By PLAINTIFF and Against All Defendants)**

17 28. PLAINTIFF realleges and incorporates by this reference, as though fully set
18 forth herein, the prior paragraphs of this Complaint.

19 29. PAGA is a mechanism by which the State of California itself can enforce state
20 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
21 the state's labor law enforcement agencies. An action to recover civil penalties under
22 PAGA is fundamentally a law enforcement action designed to protect the public and not to
23 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
24 but to create a means of "deputizing" citizens as private attorneys general to enforce the
25 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
26 public interest to allow aggrieved employees, acting as private attorneys general to recover
27 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
28 claims cannot be subject to arbitration.

1 30. PLAINTIFF, and such persons that may be added from time to time who
2 satisfy the requirements and exhaust the administrative procedures under the Private
3 Attorney General Act, brings this Representative Action on behalf of the State of California
4 with respect to all individuals who are or previously were employed by DEFENDANT in
5 California, including any employees staffed with DEFENDANT by a third party, and
6 classified as non-exempt employees (“AGGRIEVED EMPLOYEES”) during the time
7 period of January 21, 2025 until a date as determined by the Court (the "PAGA PERIOD").

8 31. On January 21, 2026, PLAINTIFF gave written notice by electronic mail to the
9 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
10 employer of the specific provisions of this code alleged to have been violated as required by
11 Labor Code § 2699.3. *See Exhibit #1*, attached hereto and incorporated by this reference
12 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
13 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
14 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
15 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

16 32. The policies, acts and practices heretofore described were and are an unlawful
17 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
18 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
19 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
20 (d) failed to pay overtime wages and sick pay wages, and (e) failed to reimburse employees
21 for required expenses, all in violation of the applicable Labor Code sections listed in Labor
22 Code §§ 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198,
23 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the
24 applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such
25 conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the
26 Labor Code Private Attorney General Act of 2004 as the representative of the State of

27 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
28 Code §558(a)(3).

1 California for the illegal conduct perpetrated on other AGGRIEVED EMPLOYEES.

2
3 **PRAYER FOR RELIEF**

4 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
5 severally, as follows:

6 1. On behalf of the State of California and with respect to other AGGRIEVED
7 EMPLOYEES:

8 A) Recovery of civil penalties as prescribed by the Labor Code Private
9 Attorneys General Act of 2004; and,

10 B) An award of attorneys' fees and cost of suit, as allowable under the
11 law, including, but not limited to, pursuant to Labor Code §2699.

12 Dated: April 9, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
13

14 By: /s/ Norman Blumenthal
15 Norman B. Blumenthal
16 Kyle R. Nordrehaug
17 Nicholas J. De Blouw

18 *Attorneys for Plaintiff*
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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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**WRITERS EXT:
1009**

January 21, 2026
CA3792

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

GEA Mechanical Equipment US, Inc.
Certified Mail #9589071052703647148132
Capitol Corporate Services, Inc.
455 Capitol Mall Complex, Suite 217
Sacramento, CA 95814

Re: Notice Of Violations Of California Labor Code Sections §§ 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Joshua Mockridge (“Plaintiff”) and all other Aggrieved Employees of GEA Mechanical Equipment US, Inc. and GEA Farm Technologies, Inc. (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by GEA Mechanical Equipment US, Inc. and/or GEA Farm Technologies, Inc. in California, including any employees staffed with GEA Mechanical Equipment US, Inc. and/or GEA Farm Technologies, Inc. by a third party, and classified as non-exempt employees during the time period of January 21, 2025 until a date as determined by the Court (“PAGA Period”). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff has been employed by Defendant in California since September of 2017. Plaintiff has at all times been classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully fails to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed and/or non-compliant meal and rest breaks, for all of their time spent working off the clock as described further below, and for business expenses incurred but not reimbursed.

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Plaintiff is employed by Defendant as a Service Technician and works on various types of machinery at Defendant's client's locations throughout California, including, for example, Orange County Sanitation District, Irvine Ranch Water District and San Francisco Water District. During the PAGA Period, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

Plaintiff is regularly unable to take compliant meal breaks and rest breaks which are often late, interrupted or missed entirely in violation of Cal. Labor Codes Section 226.7, 512 & 1198. For example, Plaintiff's job duties include repairing complex industrial equipment for Defendant's clients, which often involves traveling to facility sites to perform diagnostics, repairs and preventive maintenance. As such, due in part to the time sensitive nature involved in repairing and/or troubleshooting complex machinery that is integral to the business operations of a facility, Plaintiff's meal breaks are late on a regular basis due to work issues and/or customer issues. It should be noted, however, that late meal break violations are usually not recorded because Defendant's time keeping system, which asks for employees' start and end time, automatically records meal breaks as having occurred by the 5th hour via a drop down menu based on whether the employee answers "yes" or "no" as to whether a meal break was taken. If Plaintiff were to respond "no" to whether a meal break was taken, that would result in meal per diems not being paid by Defendant which discouraged Plaintiff and other Aggrieved Employees from indicating they did not receive a meal break. Plaintiff's meal breaks were also interrupted by work-related issues on a regular basis. For example, it was only during meal breaks that Plaintiff was able to get away from mechanic work and wash his hands. During this limited time period Plaintiff would call to check on parts, make parts lists, do service reports or answer emails from customers or office staff. Plaintiff's meal breaks were also missed from time to time. Specifically, many times entire manufacturing facilities are shut down if certain machines stop working. As such, it is imperative that Plaintiff work on repairing the equipment and/or machine until job completion which sometimes means not taking any meal breaks. As to rest breaks, they were also sometimes late and interrupted by work-related issues. For example, during rest breaks Plaintiff and other Aggrieved Employees would often field questions from individuals at the facility about what they were doing or the status of addressing the repair and/or maintenance issue. Not surprisingly, Plaintiff's wage statements show that Defendant has not accurately recorded and provided Plaintiff with meal and rest break premium payments for the numerous meal and rest break violations he has suffered during the PAGA Period. For example, Plaintiff's wage statement dated November 11, 2025, shows that Plaintiff received zero rest break penalty payments and zero meal break penalty payments between January 1, 2025 and November 2, 2025. Attached as Exhibit #1 is a true and correct copy of Plaintiff's wage statement dated November 11, 2025.

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In addition, Plaintiff worked while off the clock which resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. For example, as set forth above, while off the clock and during meal breaks, Plaintiff would call to check on parts, make parts lists, do service reports or answer emails from customers or office staff. In addition, Plaintiff worked off the clock after his shift ended, usually at the job site or at the hotel. Specifically, Plaintiff would work on training materials and service reports, sometimes for 1.5 to 2 hours, but Defendant allots a maximum of 30 minutes for these activities regardless of how long it actually took. Again, Defendant's time keeping system would edit certain tasks, such as working on service reports, as taking 30 minutes even if they took longer, which often they did. Pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. The violations by Defendant were significant as a result of the non-payment of meal and rest break penalties and the failure to pay for all the off the clock work.

Additionally, Plaintiff and the Aggrieved Employees were paid on an hourly basis. Therefore, the wage statements should reflect all applicable hourly rates during the pay period and the proper regular and overtime wages earned. Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). The wage statements Defendant provided to Plaintiff and the Aggrieved employees were not accurate because, for example, the wage statements failed to identify the correct number of hours worked since Defendant failed to record the time Plaintiff spent working during meal breaks and after his shift ended, as set forth above.

In addition, Defendant failed to include all non-discretionary wages into the regular rate for purposes of calculating Plaintiff's correct overtime rate. For example, during the PAGA Period Plaintiff received a non-discretionary bonus ("**Early Ach Bon**") in the amount of \$1,588.95 and during this same pay period he also worked 22 hours of overtime. Defendant, however, did not include this bonus payment in Plaintiff's regular rate for purposes of calculating his correct overtime rate during that pay period, resulting in an underpayment of overtime. Attached as **Exhibit #2** is a true and correct copy of Plaintiff's wage statements for the pay period March 10, 2025 through March 23, 2025, which includes the "Early Ach Bon". This failure to include all non-discretionary incentive wages into Plaintiff's regular rate, also was a violation of Cal. Lab code section 510.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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LA JOLLA, CALIFORNIA 92037

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Phone: (858) 551-1223

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Defendant also failed to comply with California's paid sick leave laws with respect to Plaintiff and other Aggrieved Employees in violation of California Labor Code Section 246. Due to Defendant's policy and practice of not including some forms of non-discretionary wages, including but not limited to "**Early Ach Bon**" from the regular rate of pay, Plaintiff believes and alleges that Defendant underpaid sick pay at only Plaintiff's and Aggrieved Employees' base hourly rate instead of regular rate of pay.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. Plaintiff received a company cell phone and credit card to use for any tools or supplies he needed to purchase. However, Plaintiff nonetheless received work-related calls on his personal cell phone for which he was not reimbursed reasonable expenses by Defendant. Specifically, on his days off when his company phone is turned off Plaintiff has received calls on his personal cell phone regarding work-related issues. This has occurred, for example, when a customer has an emergency and Plaintiff is contacted on his cell phone by Defendant to see if he can deal with the customer's emergency in some manner, resulting in additional off the clock work.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

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

Respectfully,

/s/ Ricardo Ehmann

Ricardo R. Ehmann, Esq.

EXHIBIT 1

CO. FILE DEPT. CLOCK VOIR. NO.
AUG 766262 601222 0000450206 1

GEA MECHANICAL EQUIPMENT US, INC.
9165 RUMSEY ROAD
COLUMBIA, MD 21045
(410)938-1512

Earnings Statement



Period Beginning: 10/20/2025
Period Ending: 11/02/2025
Pay Date: 11/07/2025

Filing Status: [REDACTED]
Exemptions/Allowances: [REDACTED]
Federal Standard Withholding T. [REDACTED]

JOSHUA RYAN MOCKRIDGE

Earnings	rate	hours	this period	year to date
Regular	44.7600	80.00	3,582.40	68,117.10
Overtime	67.1700	24.00	1,612.08	23,622.02
Double Time	89.5600	8.00	716.48	7,546.65
Add' Per Hol				337.95
Early Ach Bon				1,588.95
Holiday				3,143.00
Paid Time Off				7,102.18
Retro Pay				109.70
Gross Pay			\$5,910.96	111,567.55

Net Check **\$0.00**

* Excluded from federal taxable wages

Your federal taxable wages this period are
\$5,631.47

Other Benefits and Information	this period	total to date
Er Match	73.89	143.71
Group Term Life	5.00	120.00
Pto Balance	72.58	
401K Max Elig/C	5,910.96	111,567.55
Totl Hrs Worked	112.00	

Important Notes

COMPANY PH 571-434-4994
USPAYROLL@GEA.COM

BASIS OF PAY: HOURLY

Additional Tax Withholding Information

Exemptions/Allowances: [REDACTED]
AZ: Tax [REDACTED]

Deductions	Statutory		
Federal Income Tax	-648.02	9,660.91	
Social Security Tax	-353.17	6,453.97	
Medicare Tax	-82.60	1,509.40	
AZ State Income Tax	-112.74	2,079.63	
Other			
Child Life Ins	-0.23	5.29	
Dental	-8.54*	293.23	
EE Suppl Life	-4.06	93.38	
Hospital Indemn	-11.52	480.21	
Medical	-200.56*	7,119.95	
Vision	-5.28*	187.80	
Voluntary AD&D	-1.06	114.97	
401K\$	-59.11*	32.76	
Spouse Life Ins			
Net Pay	\$4,418.07		
Checking 2	-4,418.07		

GEA MECHANICAL EQUIPMENT US, INC.
9165 RUMSEY ROAD
COLUMBIA, MD 21045
(410)938-1512

Advice number: 00000450206
Pay date: 11/07/2025

Deposited to the account of JOSHUA RYAN MOCKRIDGE
account number [REDACTED] transit ABA [REDACTED] amount \$4,418.07

THIS IS NOT A CHECK

NON-NEGOTIABLE

EXHIBIT 2

CO. FILE DEPT. CLOCK VOIR. NO.
AUG 766262 601222 0000124187 1

Earnings Statement 

GEA MECHANICAL EQUIPMENT US, INC.
DBA GEA NORTH AMERICA
9165 RUMSEY ROAD COLUMBIA, MD 21045
(410)938-1512

Period Beginning: 03/21/2025
Period Ending: 03/21/2025
Pay Date: 03/21/2025

Taxable Marital Status: [REDACTED]
Exemptions/Allowances:
Federal: [REDACTED]
AZ: [REDACTED]

JOSHUA RYAN MOCKRIDGE
[REDACTED]

Earnings	rate	hours	this period	year to date
Early Ach Bon			1,588.95	1,588.95
Regular				15,841.35
Overtime				5,005.86
Add' Per Hol				337.95
Double Time				887.11
Holiday				1,351.90
Paid Time Off				2,534.62
Gross Pay			\$1,588.95	27,547.64

Deductions	Statutory			year to date
Federal Income Tax	-00.00			2,141.65
Social Security Tax	-98.51			1,583.11
Medicare Tax	-23.04			370.24
AZ State Income Tax	-31.78			510.69
Other				
Child Life Ins				1.38
Dental				78.90
EE Suppl Life				24.36
Hospital Indemn				130.62
Medical				1,915.38
Spouse Life Ins				9.96
Vision				50.64
Net Pay			\$1,376.67	
Checking 1			-1,375.57	
Net Check			\$0.00	

Your federal taxable wages this period are
\$1,588.95

Other Benefits and Information

	this period	total to date
401K Max Elg/C	1,588.95	27,547.64
Group Term Life		31.32

Important Notes
COMPANY PH 571-434-4994
USPAYROLL@GEA.COM
BASIS OF PAY: HOURLY

GEA MECHANICAL EQUIPMENT US, INC.
DBA GEA NORTH AMERICA
9165 RUMSEY ROAD COLUMBIA, MD 21045
(410)938-1512

Advice number: 00000124187
Pay date: 03/21/2025

Deposited to the account of
JOSHUA RYAN MOCKRIDGE

account number transit ABA amount
[REDACTED] \$1,375.57

THIS IS NOT A CHECK

NON-NEGOTIABLE



Statement for Mar 28, 2025 Done

CO. FILE DEPT. CLOCK YOUR NO.
AUG 708262 651222 0000130202 1

GEA MECHANICAL EQUIPMENT US, INC.
DBA GEA NORTH AMERICA
9165 RUMSEY ROAD COLUMBIA, MD 21045
(410)938-1512

Earnings Statement



Period Beginning: 03/10/2025
Period Ending: 03/23/2025
Pay Date: 03/28/2025

Taxable Marital Status:
Exemptions/Allowances:
Federal:
AZ:

JOSHUA RYAN MOCKRIDGE

Earnings	rate	hours	this period	year to date
Regular	42.2436	72.00	3,041.54	18,882.89
Overtime	63.3654	22.00	1,394.04	6,399.90
Double Time	84.4880	2.50	211.22	1,098.33
Add' Per Hol				337.95
Early Ach Bon				1,588.95
Holiday				1,351.80
Paid Time Off				2,534.62
Gross Pay			\$4,646.80	32,194.44

Deductions	Statutory	this period	year to date
Federal Income Tax	-379.77	2,521.62	
Social Security Tax	-267.29	1,850.40	
Medicare Tax	-62.52	432.76	
AZ State Income Tax	-86.22	596.91	
Other			
Child Life Ins	-0.23	1.61	
Dental	-13.15*	92.05	
EE Suppl Life	-4.06	28.42	
Hospital Indemn	-21.77	152.39	
Medical	-319.23*	2,234.61	
Spouse Life Ins	-1.56	10.92	
Vision	-8.44*	59.08	
Voluntary AD&D	-1.06		
401K Loan	-239.67		
Net Pay		\$3,241.83	
Checking 1		-3,241.83	

Net Check \$0.00

* Excluded from federal taxable wages

Your federal taxable wages this period are
\$4,305.98

Other Benefits and Information	this period	total to date
Group Term Life	5.22	36.54
Pto Balance	56.34	
401K Max Elig/C	4,646.80	32,194.44
Total Hrs Worked	90.50	

Important Notes

COMPANY PH 671-634-4094
USPAYROLL@GEA.COM

BASIS OF PAY: HOURLY

GEA MECHANICAL EQUIPMENT US, INC.
DBA GEA NORTH AMERICA
9165 RUMSEY ROAD COLUMBIA, MD 21045
(410)938-1512

Advice number: 00000130202
Pay date: 03/28/2025

Deposited to the account of	account number	transit ABA	amount
JOSHUA RYAN MOCKRIDGE	xxxxxxx9219	xxxx xxxx	\$3,241.83

THIS IS NOT A CHECK

NON-NEGOTIABLE

