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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **IN AND FOR THE COUNTY OF SANTA CLARA**

14 ANISZA MORENO, on behalf of the State of
15 California, as a private attorney general,

16 Plaintiff,

17 vs.

18 SUMMIT LINE CONSTRUCTION, INC., a
19 Corporation; and DOES 1 through 50,
20 inclusive,

21 Defendants.

Case No. 26CV499159

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 201, 202, 203, 204, 210, 226(a),
226(a)(2), 226.7, 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 Anisza Moreno (“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 her own acts and knowledge which are based on personal
5 knowledge, the following:

6 INTRODUCTION

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

24 THE PARTIES

25 5. Summit Line Construction, Inc. (“DEFENDANT”) is a corporation that at all
26 relevant times mentioned herein conducted and continues to conduct substantial business in
27 California.
28

1 6. DEFENDANT specializes in building and maintaining high-voltage electrical
2 transmission and distribution lines, substations, and renewable energy infrastructure and is
3 known for complex projects, extensive equipment, serving utilities, government, and private
4 clients.

5 7. PLAINTIFF was employed by DEFENDANT in California from September 8,
6 2025 to October 17, 2025. PLAINTIFF was at all times classified by DEFENDANT as a
7 non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest
8 periods and payment of minimum and overtime wages due for all time worked.

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 in California, including any
13 employees staffed with DEFENDANT by a third party, and classified as non-exempt employees
14 (“AGGRIEVED EMPLOYEES”) during the time period of March 25, 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 §§ 201, 202, 203, 204, 210, 226(a), 226(a)(2), 226.7,
20 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations,
21 Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based
22 upon the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved
23 employees within the 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. As a result of their rigorous work schedules, PLAINTIFF and the
8 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
9 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
10 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
11 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
12 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
13 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
14 which these employees were required by DEFENDANT to work ten (10) hours of work.
15 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
16 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
17 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
18 and in accordance with DEFENDANT’s corporate policy and practice.

19 14. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
20 EMPLOYEES were also required from time to time to work in excess of four (4) hours
21 without being provided ten (10) minute rest periods. Further, these employees were denied
22 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
23 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
24 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
25 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
26 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
27 also not provided with one hour wages in lieu thereof. Additionally, the applicable
28 California Wage Order requires employers to provide employees with off-duty rest periods,

1 which the California Supreme Court defined as time during which an employee is relieved
2 from all work related duties and free from employer control. In so doing, the Court held that
3 the requirement under California law that employers authorize and permit all employees to
4 take rest period means that employers must relieve employees of all duties and relinquish
5 control over how employees spend their time which includes control over the locations
6 where employees may take their rest period. Employers cannot impose controls that prohibit
7 an employee from taking a brief walk - five minutes out, five minutes back. Here,
8 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
9 unconstrained walks and is unlawful based on DEFENDANT's rule which states
10 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
11 their rest period.

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

27 16. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
28 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to

1 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
2 provides that every employer shall furnish each of his or her employees with an accurate
3 itemized wage statement in writing showing, among other things, gross wages earned and all
4 applicable hourly rates in effect during the pay period and the corresponding amount of time
5 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
6 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
7 during the pay period and the total hours worked, and the applicable pay period in which the
8 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
9 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
10 identify such information. More specifically, the wage statements failed to identify the
11 accurate total hours worked each pay period. When the hours shown on the wage statements
12 were added up, they did not equal the actual total hours worked during the pay period in
13 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
14 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
15 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
16 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
17 statements which violated Cal. Lab. Code § 226.

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

22 in [I]n addition to, and entirely independent and apart from, any other penalty provided
23 this article, every person who fails to pay the wages of each employee as provided in
24 Sections. . . .204. . . shall be subject to a civil penalty as follows: (1) For any initial
25 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.

26 18. DEFENDANT from time to time failed to pay PLAINTIFF and the
27 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
28

1 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
2 wage payments.

3 19. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
4 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
5 penalties pursuant to Cal. Lab. Code Section 203.

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

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

1 22. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has
2 terminated and DEFENDANT has not tendered payment of all wages owed as required by
3 law.

4 **JURISDICTION AND VENUE**

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

7 24. 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 **FIRST CAUSE OF ACTION**

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

14 **[Cal. Lab. Code §§ 2698]**

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

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

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

1 27. 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 March 25, 2025 until a date as determined by the Court (the "PAGA PERIOD").

8 28. On March 25, 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 29. 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, (e) failed to reimburse employees for required expenses,
21 and (f) failed to provide wages when due, all in violation of the applicable Labor Code
22 sections listed in Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226(a)(2), 226.7, 510, 512,
23 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,
24 Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s), and thereby gives
25 rise to civil penalties as a result of such conduct.¹ PLAINTIFF hereby seeks recovery of only
26 civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the

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

1 representative of the State of California for the illegal conduct perpetrated on other
2 AGGRIEVED EMPLOYEES.

3
4 **PRAYER FOR RELIEF**

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

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

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

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

13 Dated: July 27, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
14

15 By: /s/ Nicholas De Blouw
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:
1004**

**March 25, 2026
CA3817**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**Summit Line Construction, Inc.
CSC - LAWYERS INCORPORATING
SERVICE
KOY SAECHAO
2710 GATEWAY OAKS DRIVE, SUITE 150N
SACRAMENTO, CA 95833**

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226(a)(2), 226.7, 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 Anisza Moreno (“Plaintiff”) and all other Aggrieved Employees of Summit Line Construction, Inc. (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Summit Line Construction, Inc., including any employees staffed with Summit Line Construction, Inc. by a third party, and classified as non-exempt employees during the time period of March 25, 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 was employed by Defendant in California from September 8, 2025 to October 17, 2025. Plaintiff was at all times 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 failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked and for all of their time spent working off the clock as described further below.

Specifically, Plaintiff was employed by Defendant as a QC manager from September 8, 2025 to October 17, 2025 working at 16695 Raccoon Ave., Adelanto, CA 92301. Defendant tasked Plaintiff with running the entire work site for these high power

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electrical stations, doing quality control of the sub-station and electrical lines, doing measurements, completing inspections, monitoring concrete pours on the site, and filling out all the paper work. As a result of these strenuous job duties Defendant required of Plaintiff, there were numerous California Labor Codes that were violated during the PAGA Period.

First, during the PAGA Period, Plaintiff from time to time had her meal and rest breaks interrupted or were taken untimely in violation of Cal. Labor Codes Section 226.7, 512 & 1198. If Plaintiff did not take the necessary time to carefully inspect each power station, the entire station could be compromised forcing a restart of the station or causing several other issues. Plaintiff had to do hundreds of inspections on a weekly basis and would have to travel from site to site in order to complete those inspections. Sometimes it would take Plaintiff 30 minutes to travel from one site to the next. From time to time, the pressure that was on Plaintiff to complete each inspection in a timely manner made it difficult for her to take her meal and rest breaks. On top of the site inspections, Plaintiff had to make sure the concrete was poured properly at the site to ensure the integrity of the concrete was correct to prevent collapses or sinkholes underneath the substation. Even though Defendant was aware of these issues surrounding Plaintiff's inability to take the legally required meal and rest breaks, Defendant chose to avoid paying the proper penalties to Plaintiff.

Further, as a result of Plaintiff's job duties, there were also times when Plaintiff, while clocked out for a meal break, continued with her job duties mentioned above. There were some instances where Plaintiff would clock out for her meal break and keep working because she had to continue with the site inspections to ensure she completed them in a timely manner. Plaintiff would also complete these site inspections after clocking out for the day from time to time. However, Plaintiff was not compensated for this off the clock work. These actions above resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198. Further, in violation of Labor Code §§ 204 and 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned which the pay stubs did not. Defendant knowingly and intentionally failed to include all applicable rates and hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a). Further, since the off the clock work detailed above in this notice was not

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recorded, Plaintiff's wage statements are inaccurate as to the total hours worked in violation of Cal. Lab. Code 226(a)(2).

Further, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226(a)(2), 226.7, 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), and is therefore actionable under California Labor Code section 2699.3.

Lastly, Plaintiff was also not reimbursed for business related expenses that she incurred as a result of her job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, there were many instances where she had to use her personal cell phone. Plaintiff used her personal cell phone to do all her inspections, clock in and out, contact co-workers, and attend meetings. Plaintiff also used her personal cell phone to take pictures of measurements and used apps to upload her inspections. Further, Plaintiff used her personal car to drive between site locations. Yet, Plaintiff was not reimbursed for the reasonable expenses incurred on her cell phone and the gas expended for travel during her work day.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. 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/ Nicholas De Blouw

Nicholas De Blouw, Esq.