BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Jeffrey S. Herman (State Bar #280058)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
Nicholas J. De Blouw (State Bar #280922)
jeffrey@bamlawca.com; deblouw@bamlawca.com
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com

Attorneys for Plaintiff
[*Additional counsel for Plaintiff listed on signature page*]

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

JUSTIN JONES, an individual, and on behalf of the State of California, as a private attorney general,

Plaintiff,

vs.

MILLER KAPLAN ARASE LLP, a Limited Liability Partnership; and DOES 1 through 50, inclusive,

Defendant.

Case No. 26NNCV08156

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(a)(8), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and Violation of Applicable Industrial Welfare Commission Wage Order(s);

2. Discrimination and Retaliation in Violation of FEHA; *and*,

3. Wrongful Termination in Violation of Public Policy

DEMAND FOR A JURY TRIAL

Justin Jones ("PLAINTIFF"), on behalf of the people of the State of California and as an "aggrieved employee" acting as a private attorney general under the Labor Code Private Attorney General Act of 2004, § 2699 ("PAGA") with regard to the First Cause of Action, and as an individual with regard to the Second and Third Causes of Action, alleges on information and belief, except for his own acts and knowledge which are based on personal knowledge, the following:

INTRODUCTION

1. PLAINTIFF brings the First Cause of Action against defendant Miller Kaplan Arase LLP (referred to as "DEFENDANT") seeking only to recover PAGA civil penalties on behalf of all current and former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not seek to recover anything other than penalties as permitted by California Labor Code § 2699**. To the extent that statutory violations are mentioned for wage violations, PLAINTIFF does not seek underlying general and/or special damages for those violations, but simply the civil penalties permitted by California Labor Code § 2699.

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

3. Accordingly, as to the First Cause of Action, PLAINTIFF seeks to obtain all applicable relief for DEFENDANT's violations under PAGA and solely for the relief as permitted by PAGA – that is, penalties and any other relief the Court deems proper pursuant to the PAGA.

4. As to the First Cause of Action, PLAINTIFF is not suing in his individual capacity; he is proceeding herein solely under the PAGA, on behalf of the State of California for all aggrieved employees. With regard to the First Cause of Action, nothing in this complaint should be construed as PLAINTIFF suing in his individual capacity.

5. PLAINTIFF brings the Second and Third Causes of Action individually against DEFENDANT for special damages, punitive damages, pre-judgment interest, costs and reasonable attorneys' fees as set forth below.

THE PARTIES

6. Miller Kaplan Arase LLP ("DEFENDANT") is a limited liability partnership that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

7. DEFENDANT is a certified public accounting firm offering accounting, audit, business management, tax, and consulting services.

8. PLAINTIFF was employed by DEFENDANT in California from June of 2024 to February 16, 2026. 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.

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

10. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT's violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226(a)(2), 226(a)(8), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within the meaning of Labor Code § 2699.

11. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of DEFENDANT DOES 1 through 50, inclusive, are

presently unknown to PLAINTIFF who therefore sues these DEFENDANT by such fictitious names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFF is informed and believes, and based upon that information and belief alleges, that the DEFENDANT named in this Complaint, including DOES 1 through 50, inclusive, are responsible in some manner for one or more of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

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

THE CONDUCT

13. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without paying them for all the time they are under DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by work assignments while clocked out for what should have been PLAINTIFF's off-duty meal break. DEFENDANT, as a matter of established company policy and procedure, administers a uniform practice of rounding the actual time worked and recorded by

PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT, so that during the course of their employment, PLAINTIFF and the AGGRIEVED EMPLOYEES are paid less than they would have been paid had they been paid for actual recorded time rather than "rounded" time. As a result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal breaks by working without their time being correctly recorded and without compensation at the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business records.

14. As a result of their rigorous work schedules, PLAINTIFF and the AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and the AGGRIEVED EMPLOYEES were required from time to time to perform work as ordered by DEFENDANT for more than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in which these employees were required by DEFENDANT to work ten (10) hours of work. DEFENDANT also engaged in the practice of rounding the meal period times to avoid paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation and in accordance with DEFENDANT's corporate policy and practice.

15. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED EMPLOYEES were also required from time to time to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)

hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were also not provided with one hour wages in lieu thereof. Additionally, the applicable California Wage Order requires employers to provide employees with off-duty rest periods, which the California Supreme Court defined as time during which an employee is relieved from all work related duties and free from employer control. In so doing, the Court held that the requirement under California law that employers authorize and permit all employees to take rest period means that employers must relieve employees of all duties and relinquish control over how employees spend their time which includes control over the locations where employees may take their rest period. Employers cannot impose controls that prohibit an employee from taking a brief walk - five minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from unconstrained walks and is unlawful based on DEFENDANT's rule which states PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during their rest period.

16. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these employees worked. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all time worked, meaning the time during which an employee was subject to the control of an employer, including all the time the employee was permitted or suffered to permit this work. DEFENDANT required these employees to work off the clock without paying them for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeited time worked by working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime wage rates. To the extent that the time worked off the clock does not qualify for overtime

premium payment, DEFENDANT failed to pay minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

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

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

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

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

20. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF and other members of the CALIFORNIA CLASS their correct wages and accordingly owe waiting time penalties pursuant to Cal. Lab. Code Section 203.

JURISDICTION AND VENUE

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

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

FIRST CAUSE OF ACTION

For Violation of the Private Attorneys General Act

[Cal. Lab. Code §§ 2698]

(By PLAINTIFF and Against All Defendants)

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

24. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who do so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is

fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

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

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

27. The policies, acts and practices heretofore described were and are an unlawful business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record and provide legally required meal and rest periods, (c) failed to pay minimum wages, (d) failed to pay overtime wages, and (e) failed to pay wages when due, all in violation of the applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226(a)(2),

226(a)(8), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such conduct.[1] PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of the State of California for the illegal conduct perpetrated on other AGGRIEVED EMPLOYEES.

SECOND CAUSE OF ACTION

[Discrimination and Retaliation For the Exercise of Rights Guaranteed Under the FEHA, Participating in Protected Activities, and/or Opposing DEFENDANT's Failure to Provide Such Rights]

Violation of FEHA Government Section 12900, *et. seq.*

(By PLAINTIFF Against All Defendants)

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

29. In or around September of 2025, PLAINTIFF made a formal complaint with DEFENDANT's Human resources department and manager of People and Culture, Cynthia Saglamer. PLAINTIFF complained that he reasonably believed he was being discriminated against and treated differently in the workplace as a result of him being African American. PLAINTIFF would complete tasks in a satisfactory way and in the same way his white counterparts did, but was still written up for these work tasks. PLAINTIFF again complained about the racial discrimination on or around January 30, 2026. PLAINTIFF reported to DEFENDANT's HR that he was the only African American on his team and that there had been several instances of unfair treatment toward him regarding being reprimanded for certain workplace issues like time sheets not being filled out even though other team members who were not African American did the same thing and were not written up for it. PLAINTIFF

[1]As to the First Cause of Action alleging violations of the PAGA, Plaintiff specifically excludes and/or does not allege any claims under California Labor Code §558(a)(3).

provided many other instances of this unfair treatment and what he felt was discrimination based on his race and that this discrimination had created a hostile and uncomfortable work environment for him. PLAINTIFF's complaints fell on deaf ears and DEFENDANT failed to act on any of his complaints. Further, PLAINTIFF was diagnosed with three disabilities which are ADHD, general anxiety disorder and major depressive disorder. In or around November of 2025, PLAINTIFF requested reasonable workplace accommodations from DEFENDANT and provided a DR.'s note detailing his symptoms and the need for the accommodations. PLAINTIFF requested the need to take breaks when having an episode, grace periods between meetings, and medication management for traveling to DR. Appointments. PLAINTIFF also requested to be fully remote. DEFENDANT accommodated PLAINTIFF with some of the requests but failed to accommodate PLAINTIFF with all his requests and still required PLAINTIFF to show up in person to work meetings form time to time. DEFENDANT ultimately requested additional documentation in early 2026 regrading the ongoing need for PLAINTIFF's workplace accommodations. PLAINTIFF further complied with DEFENDANT's requests and provided DEFENDANT a new DR.'s notes on February 16, 2026. DEFENDANT terminated PLAINTIFF the same day after receiving the new Dr.'s note. Subsequent to PLAINTIFF requesting the workplace accommodations described herein, DEFENDANT retaliated against PLAINTIFF by alienating him from his team and leaving PLAINTIFF out of workplace communications and events, amongst other hostile and retaliatory conduct. Instead of accommodating PLAINTIFF's requests and working with PLAINTIFF, DEFENDANT ultimately wrongfully terminated PLAINTIFF's employment on or around February 16, 2026. Prior to filing this action PLAINTIFF exhausted his administrative remedies by filing a timely administrative complaint with the Civil Rights Department ("CRD") and received a CRD Right to Sue letter on March 16, 2026.

30. DEFENDANT's conduct, as alleged, violated FEHA, Government Code Section 12900, *et seq*., and DEFENDANT committed unlawful employment practices, including the following bases for liability:

a. Taking adverse employment actions against PLAINTIFF, including

discharging, barring, refusing to transfer, retain, hire, select, and/or employ, and/or otherwise discriminating against PLAINTIFF, in whole or in part on the basis of PLAINTIFF's requesting workplace accommodations and/or his medical condition and/or discrimination based on race in violation of Government Code Section 12940(a);

b. Harassing PLAINTIFF and/or creating a hostile work environment, in whole or in part on the basis of PLAINTIFF's requesting workplace accommodations and/or his medical condition and/or PLAINTIFF's race;

c. Failing to take all reasonable steps to prevent discrimination and harassment based on requesting workplace accommodations and/or his medical condition and/or PLAINTIFF's race in violation of Government Code section 12940(k);

d. Retaliating against PLAINTIFF for seeking to exercise rights guaranteed under FEHA, participating in protected activities, and/or opposing DEFENDANT's failure to provide such rights, in violation of Government Code Section 12940(h).

31. As a proximate result of DEFENDANT's willful, knowing, and intentional discrimination against PLAINTIFF, PLAINTIFF has sustained and continues to sustain substantial losses of earnings and other employment benefits.

32. As a proximate result of DEFENDANT's willful, knowing, and intentional discrimination against PLAINTIFF, PLAINTIFF has suffered and continues to suffer humiliation, emotional distress, and physical and mental pain and anguish, all to PLAINTIFF's damage in a sum according to proof.

33. PLAINTIFF has incurred and continues to incur legal expenses and attorneys' fees. Pursuant to Government Code Section 12965(b), PLAINTIFF is entitled to recover reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

34. DEFENDANT's misconduct was committed intentionally, in a malicious, oppressive manner, and fraudulent manner entitling PLAINTIFF to punitive damages against DEFENDANT.

THIRD CAUSE OF ACTION

For Wrongful Termination in Violation of Public Policy

(By PLAINTIFF Against All Defendants)

35. PLAINTIFF realleges and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

36. In or around September of 2025, PLAINTIFF made a formal complaint with DEFENDANT's Human resources department and manager of People and Culture, Cynthia Saglamer. PLAINTIFF complained that he reasonably believed he was being discriminated against and treated differently in the workplace as a result of him being African American. PLAINTIFF would complete tasks in a satisfactory way and in the same way his white counterparts did, but was still written up for these work tasks. PLAINTIFF again complained about the racial discrimination on or around January 30, 2026. PLAINTIFF reported to DEFENDANT's HR that he was the only African American on his team and that there had been several instances of unfair treatment toward him regarding being reprimanded for certain workplace issues like time sheets not being filled out even though other team members who were not African American did the same thing and were not written up for it. PLAINTIFF provided many other instances of this unfair treatment and what he felt was discrimination based on his race and that this discrimination had created a hostile and uncomfortable work environment for him. PLAINTIFF's complaints fell on deaf ears and DEFENDANT failed to act on any of his complaints. Further, PLAINTIFF was diagnosed with three disabilities which are ADHD, general anxiety disorder and major depressive disorder. In or around November of 2025, PLAINTIFF requested reasonable workplace accommodations from DEFENDANT and provided a DR.'s note detailing his symptoms and the need for the accommodations. PLAINTIFF requested the need to take breaks when having an episode, grace periods between meetings, and medication management for traveling to DR. Appointments. PLAINTIFF also requested to be fully remote. DEFENDANT accommodated PLAINTIFF with some of the requests but failed to accommodate PLAINTIFF with all his requests and still required PLAINTIFF to show up

in person to work meetings form time to time. DEFENDANT ultimately requested additional documentation in early 2026 regrading the ongoing need for PLAINTIFF's workplace accommodations. PLAINTIFF further complied with DEFENDANT's requests and provided DEFENDANT a new DR.'s notes on February 16, 2026. DEFENDANT terminated PLAINTIFF the same day after receiving the new Dr.'s note. Subsequent to PLAINTIFF requesting the workplace accommodations described herein, DEFENDANT retaliated against PLAINTIFF by alienating him from his team and leaving PLAINTIFF out of workplace communications and events, amongst other hostile and retaliatory conduct. Instead of accommodating PLAINTIFF's requests and working with PLAINTIFF, DEFENDANT ultimately wrongfully terminated PLAINTIFF's employment on or around February 16, 2026, 2026. As a result of requesting additional accommodations for PLAINTIFF's medical condition and reporting workplace discrimination, and in direct retaliation for these requests and reports, DEFENDANT wrongfully terminated PLAINTIFF's employment on or around January 30, 2026.

37. Within the State of California there exists a substantial and fundamental public policy, set forth in the California Government Code §12900 *et seq*., which forbids requesting workplace accommodations and/or medical condition harassment/discrimination, retaliation, and wrongful termination. Unlawful harassment includes the right to be free from unwanted harassment, and the right to protest such conduct without fear of retaliation or further harm. This public policy of the state is one that benefits the public at large and guarantees the rights of an employee to perform their work free from harassment/discrimination/retaliation. DEFENDANT terminated PLAINTIFF's employment in violation of various fundamental public policies underlying both state and federal laws. Specifically, PLAINTIFF's employment was terminated in part because of his protected status (i.e., requesting workplace accommodations and his medical condition). These actions were in violation of fundamental public policy. These actions were also in violation of FEHA, the California Constitution, and California Labor Code

Section 1102.5.

38. PLAINTIFF's discharge from PLAINTIFF's position of employment was in violation of the public policies of the State of California.

39. As a result of DEFENDANT's actions, PLAINTIFF has suffered substantial losses in earnings and employment benefits and emotional distress in an amount to be determined according to proof at trial.

40. In doing the acts herein alleged, DEFENDANT acted with malice and oppression, and with a conscious disregard of PLAINTIFF's rights, and PLAINTIFF is entitled to exemplary and punitive damages from DEFENDANT in an amount to be determined to punish DEFENDANT and to deter such wrongful conduct in the future.

PRAYER FOR RELIEF

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

1. For the First Cause of Action on behalf of the State of California and with respect to other AGGRIEVED EMPLOYEES:
   A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004; and,
   B) An award of attorneys' fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §2699;
2. For the Second and Third Causes of Action on behalf of PLAINTIFF Individually:
   A) For all special damages which were sustained as a result of DEFENDANT's conduct, including, but not limited to, back pay, front pay, lost compensation and job benefits that PLAINTIFF would have received but for the retaliatory practices of DEFENDANT;

B) For all exemplary damages, according to proof, which were sustained as a result of DEFENDANT's conduct;

C) An award of interest, including prejudgment interest at the legal rate;

D) Such other and further relief as the Court deems just and equitable; and,

E) An award of penalties, attorneys' fees and cost of suit.

Dated: October 13, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: /s/ Nicholas De Blouw
Kyle R. Nordrehaug
Nicholas J. De Blouw

CENTURION TRIAL ATTORNEYS, APC
Ryan Stygar (State Bar #332764)
8880 Rio San Diego Dr., Suite 800
San Diego, CA 92108

Attorneys for Plaintiff

DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: October 13, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: /s/ Nicholas De Blouw
Kyle R. Nordrehaug
Nicholas J. De Blouw

CENTURION TRIAL ATTORNEYS, APC
Ryan Stygar (State Bar #332764)
8880 Rio San Diego Dr., Suite 800
San Diego, CA 92108

Attorneys for Plaintiff

EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037
Web Site: www.bamlawca.com
San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago
Phone: (858) 551-1223
Fax: (858) 551-1232

WRITERS E-MAIL:
rico@bamlawca.com

WRITERS EXT:
1009

April 13, 2026
CA3890

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Miller Kaplan Arase LLP
Certified Mail#9589071052703709153203
Gordon Rees Scully Mansukhani
Sara A. Moore
Gabriella N. Olk
315 PACIFIC AVENUE
SAN FRANCISCO, CA 94111

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226(a)(2), 226(a)(8), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 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 Justin Jones ("Plaintiff") and all other Aggrieved Employees of Miller Kaplan Arase LLP ("Defendant"). "Aggrieved Employees" refers to all individuals who are or previously were employed by Miller Kaplan Arase LLP in California, including any employees staffed with Miller Kaplan Arase LLP by a third party, and classified as non-exempt employees during the time period of April 13, 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 June of 2024 to February 16, 2026. Plaintiff was 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 at all times. Defendant, however, unlawfully failed 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, for all of their missed meal and rest breaks, for all of their time spent working off the clock as described further below, and for business expenses that were incurred but not reimbursed.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037
Web Site: www.bamlawca.com
San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago
Phone: (858) 551-1223
Fax: (858) 551-1232

Plaintiff was employed by Defendant as a non-exempt project coordinator from June of 2024 to February 16, 2026 working at Defendant's location at 3400 W Alameda Blvd., Burbank, CA 91505. Plaintiff's job duties consisted of general administrative duties that included scheduling meetings and managing timelines for projects to ensure certain project milestones were met. Plaintiff was also tasked with preventing cyberattacks and held training sessions on how to identify scams sent to employees' email. Further, audits of Defendant's company would take place to ensure the company was operating within various regulations. Plaintiff sat in on those audits. He also created client invoices and sent them out for payment. During his employment with Defendant, Plaintiff was subjected to various California Labor Code violations.

First, during the PAGA Period, Plaintiff from time to time took his meal breaks late and was unable to take his rest breaks in violation of Cal. Labor Codes Section 226.7, 512 & 1198. For example, on some occasions Plaintiff was given tasks that needed to be completed immediately, such as completing invoices or locating multiple documents. Plaintiff had no choice but to finish those tasks in a timely manner, regardless of how long it took. There were also other instances where Plaintiff was asked to attend meetings or help clients which caused Plaintiff to take his meal breaks late (after the 5th hour). Even though Defendant was aware of these issues surrounding Plaintiff's inability to sometimes take the legally required meal and rest breaks, Defendant failed to pay the proper penalties. Plaintiff did not receive any meal or rest break premium payments for violations that occurred during the PAGA Period.

Further, there were some instances where Plaintiff was required to continue with his job duties during his meal break. Partners would sometimes call Plaintiff while on his meal break asking him to end his meal break early and find a specific set of documents for clients. Plaintiff would also continue working after he was clocked out for the day from time to time. Internal meetings would run over the specified time and cause him to work after he was clocked out. There are also some instances where Plaintiff would complete projects or invoices that were left over from the previous day prior to clocking in. 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.

Additionally, 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). 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. The wage statements were deficient in this regard. For example, as stated above, Plaintiff worked while he was off the clock from time to time, and this time was not recorded on Plaintiff's wage statements. As a result, Defendant knowingly and intentionally failed to include all hours worked and the

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037
Web Site: www.bamlawca.com
San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago
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correct wages owed in violation of Cal. Lab. Code 226(a). Defendant also violated 226(a)(2) as Defendant paid Plaintiff "Paid Time Off" payments but improperly included those hours in Plaintiff's total hours worked during those pay periods. Further, Defendant violated Cal. Lab. Code 226(a)(8) by failing to list the name of the correct legal entity that employed Plaintiff.

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(a)(8), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 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.

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 or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ *Ricardo Ehmann*
Ricardo R. Ehmann, Esq.

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San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago
Phone: (858) 551-1223
Fax: (858) 551-1232

WRITERS E-MAIL:
rico@bamlawca.com

WRITERS EXT:
1009

April 13, 2026
CA3890

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Miller Kaplan Arase LLP
Certified Mail#9589071052703709153197
Michael Kaplan
3900 W ALAMEDA AVE #2400
BURBANK, CA 91505

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226(a)(2), 226(a)(8), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 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 Justin Jones ("Plaintiff") and all other Aggrieved Employees of Miller Kaplan Arase LLP ("Defendant"). "Aggrieved Employees" refers to all individuals who are or previously were employed by Miller Kaplan Arase LLP in California, including any employees staffed with Miller Kaplan Arase LLP by a third party, and classified as non-exempt employees during the time period of April 13, 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 June of 2024 to February 16, 2026. Plaintiff was 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 at all times. Defendant, however, unlawfully failed 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, for all of their missed meal and rest breaks, for all of their time spent working off the clock as described further below, and for business expenses that were incurred but not reimbursed.

Plaintiff was employed by Defendant as a non-exempt project coordinator from June of 2024 to February 16, 2026 working at Defendant's location at 3400 W Alameda Blvd., Burbank, CA 91505. Plaintiff's job duties consisted of general administrative duties that

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included scheduling meetings and managing timelines for projects to ensure certain project milestones were met. Plaintiff was also tasked with preventing cyberattacks and held training sessions on how to identify scams sent to employees' email. Further, audits of Defendant's company would take place to ensure the company was operating within various regulations. Plaintiff sat in on those audits. He also created client invoices and sent them out for payment. During his employment with Defendant, Plaintiff was subjected to various California Labor Code violations.

First, during the PAGA Period, Plaintiff from time to time took his meal breaks late and was unable to take his rest breaks in violation of Cal. Labor Codes Section 226.7, 512 & 1198. For example, on some occasions Plaintiff was given tasks that needed to be completed immediately, such as completing invoices or locating multiple documents. Plaintiff had no choice but to finish those tasks in a timely manner, regardless of how long it took. There were also other instances where Plaintiff was asked to attend meetings or help clients which caused Plaintiff to take his meal breaks late (after the 5th hour). Even though Defendant was aware of these issues surrounding Plaintiff's inability to sometimes take the legally required meal and rest breaks, Defendant failed to pay the proper penalties. Plaintiff did not receive any meal or rest break premium payments for violations that occurred during the PAGA Period.

Further, there were some instances where Plaintiff was required to continue with his job duties during his meal break. Partners would sometimes call Plaintiff while on his meal break asking him to end his meal break early and find a specific set of documents for clients. Plaintiff would also continue working after he was clocked out for the day from time to time. Internal meetings would run over the specified time and cause him to work after he was clocked out. There are also some instances where Plaintiff would complete projects or invoices that were left over from the previous day prior to clocking in. 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.

Additionally, 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). 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. The wage statements were deficient in this regard. For example, as stated above, Plaintiff worked while he was off the clock from time to time, and this time was not recorded on Plaintiff's wage statements. As a result, Defendant knowingly and intentionally failed to include all hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a). Defendant also violated 226(a)(2) as Defendant paid Plaintiff "Paid Time Off" payments but improperly included those hours in Plaintiff's total hours worked during those pay periods. Further, Defendant violated Cal.

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Lab. Code 226(a)(8) by failing to list the name of the correct legal entity that employed Plaintiff.

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(a)(8), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 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.

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 or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ *Ricardo Ehmann*
Ricardo R. Ehmann, Esq.