Fill in this information to identify the case:

Debtor Ample, Inc.

United States Bankruptcy Court for the: Southern District of Texas (State)

Case number 25-90817

Modified Official Form 410
Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

Brett Schneider

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
See summary page	
Contact phone 415-421-7100	Contact phone
Contact email See summary page	Contact email

Uniform claim identifier (if you use one):

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing?

25908172602270000000000003

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**

☑ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ undetermined . **Does this amount include interest or other charges?**

☑ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

violations of California Labor Code and California Unfair Competition Law

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

Nature or property:

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☑ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____

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12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ No

☑ Yes. *Check all that apply:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
☑ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$ to be determined
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
☑ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$ to be determined
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02/27/2026
MM / DD / YYYY

/s/Frank J. White Jr.
Signature

Print the name of the person who is completing and signing this claim:

Name: Frank J. White Jr.
First name Middle name Last name

Title: Associate

Company: Schneider Wallace Cottrell Kim, LLP
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone Email

25908172602270000000000003

Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 475-7847 | International (781) 575-2036

Debtor:
25-90817 - Ample, Inc.
District:
Southern District of Texas, Houston Division

Creditor:
Brett Schneider
c/o Schneider Wallace Cottrell Kim, LLP
2000 Powell Street, Suite 1400

Emeryville , California, 94608
United States
Phone:
415-421-7100
Phone 2:
Fax:
Email:
ccottrell@schneiderwallace.com;
oedelstein@schneiderwallace.com;
fwhite@schneiderwallace.com

Has Supporting Documentation:
Yes, supporting documentation successfully uploaded
Related Document Statement:

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Authorized agent

Other Names Used with Debtor:

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
violations of California Labor Code and California Unfair Competition Law

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
undetermined

Includes Interest or Charges:
No

Has Priority Claim:
Yes

Priority Under:
11 U.S.C. §507(a)(4): to be determined
11 U.S.C. §507(a)(5): to be determined

Has Secured Claim:
No
Amount of 503(b)(9):
No
Based on Lease:
No
Subject to Right of Setoff:
No

Nature of Secured Amount:
Value of Property:
Annual Interest Rate:
Arrearage Amount:
Basis for Perfection:
Amount Unsecured:

Submitted By:
Frank J. White Jr. on 27-Feb-2026 1:44:26 a.m. Pacific Time
Title:
Associate
Company:
Schneider Wallace Cottrell Kim, LLP

VN: E60B71E0A16F0B7B20B799CA1AF9EC8D

SCHNEIDER² WALLACE
COTTRELL KIM LLP

November 21, 2025

ELECTRONICALLY FILED

Attn: PAGA Administrator
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
Email: PAGAfilings@dir.ca.gov

Re:	**Private Attorneys General Act of 2004 Notice**
Employee:	**Brett Schneider**
Employer:	**Ample Energy, Inc., and Other Related Entities**

Dear PAGA Administrator:

Pursuant to Cal. Lab. Code § 2699.3(a), Brett Schneider ("Plaintiff") hereby notifies the California Labor & Workforce Development Agency ("LWDA") that he intends to seek civil penalties and injunctive relief pursuant to Cal. Lab. Code §§ 2699(a), (e), (f), and (k) against Ample Energy, Inc., and Other Related Entities (collectively "Employers" or "Defendants"), and any unknown related entities involved in the violations alleged, for its violations of the California Labor Code and applicable Industrial Welfare Commission ("IWC") Wage Order(s), including, but not limited to:

- Cal. Lab. Code §§ 200, 204, 201-203, 256 (failure to pay all wages due and owing during and following separation); and
- Cal. Lab. Code § 203 (waiting time penalties).

Throughout the Relevant Period, Defendant committed, and continues to commit the acts herein alleged maliciously, fraudulently, and oppressively against Plaintiff and Aggrieved Employees.[1]

Background of Defendant:

Defendant Ample Energy, Inc. is a technology company that designs battery swapping technology for electric vehicles.

Upon information and belief, Defendant is and were employers or acting on behalf of employers of Plaintiff and Aggrieved Employees.

Background of Plaintiff:

Plaintiff was employed by Defendants in San Francisco, California from approximately March 2024 until approximately September 10, 2025.

[1] "Relevant Period" includes the one-year period preceding the date of this letter. "Aggrieved Employees" has the same meaning as defined in Cal. Lab. Code § 2699(c)(1).

Failure to Pay All Wages Due and Owing During Employment and Following Separation:

Defendant willfully failed to pay Plaintiff and Aggrieved Employees all earned and unpaid wages at the time of separation. Upon termination, Defendant did not pay Aggrieved Employees all final wages due, including accrued regular wages, overtime, and any premium pay for missed meal or rest periods. These wages were not provided on the employee's last day as required by Cal. Lab. Code § 201 (for involuntary separations) or within 72 hours as required by section 202 (for voluntary separations). Defendant's failure to provide all wages due at the time of termination constitutes a violation of the Cal. Lab. Code and entitles affected employees to statutory penalties. Defendant's failure to timely pay earned wages to Plaintiff and other former Aggrieved Employees was/is willful and/or intentional.

Waiting Time Penalties:

As a result of Defendant's willful failure to pay all wages due at separation, Plaintiff and Aggrieved Employees are entitled to waiting time penalties under Cal. Lab. Code section 203. Defendant's failure was not inadvertent but part of a pattern and practice of delaying or withholding final wages owed. Consequently, Aggrieved Employees are entitled to up to 30 days of additional wages as penalties for each day their earned wages remain unpaid following separation. As a consequence of the foregoing, Defendant fails to maintain accurate records of time worked, and wages earned.

...

Plaintiff is represented by Schneider Wallace Cottrell Kim LLP ("SWCK"), a law firm based in Emeryville, California. SWCK has extensive experience in the successful litigation and resolution of employment and representative actions nationwide. A description of the work, mission, and credentials of the firm can be found at www.schneiderwallace.com. Plaintiff and SWCK are committed to zealously pursuing redress on behalf of the State of California and all other Aggrieved Employees for the violations set forth above.

Very Truly Yours,

SCHNEIDER WALLACE
COTTRELL KIM LLP

Carolyn H. Cottrell
Attorney at Law

Admitted in California

cc via U.S.P.S. Certified Mail with Return Receipt Requested:

Ample Energy, Inc.
c/o Registered Agent for Service of Process
Khaled Hassounah
100 Hooper St., Ste 25
San Francisco, California 94107

SCHNEIDER² WALLACE
COTTRELL KIM LLP

ELECTRONICALLY FILED

Attn: Ample Claims Processing Center c/o KCC dba Verita

222 N Pacific Coast Highway, Suite 300

El Segundo, CA 90245

Filing website: https://epoc.veritaglobal.net/TACOU.ASPX?epoc=ample

February 26, 2026

Re: *In re Ample, Inc., et al.*
United States Bankruptcy Court for the Southern District of Texas, Houston Division
Case No. 3:23-cv-02079-JSC

Dear Verita Administrator,

Enclosed please find a copy of the notice letter filed with the California Labor and Workforce Development Agency ("LWDA") seeking penalties for violation of the California Labor Code pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.*, and a draft Complaint.

Very truly yours,

SCHNEIDER WALLACE
COTTRELL KIM LLP

/s/ Frank J. White Jr.

Frank J. White Jr.
Attorney at Law

Enclosures:
Notice Letter to LWDA
Draft Complaint

Carolyn H. Cottrell (SBN 166977)
Nathan Piller (SBN 300569)
Frank J. White Jr. (SBN 345157)
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ccottrell@schneiderwallace.com
npiller@schneiderwallace.com
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Jeremy Pasternak (SBN 181618)
LAW OFFICES OF JEREMY PASTERNAK
A Professional Corporation
100 Bush Street, Suite 1580
San Francisco, CA 94104
Telephone: (415) 693-0300
Facsimile: (415) 693-0393
jdp@pasternaklaw.com

Attorneys for Plaintiff and the putative Class

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

09/17/2025
Clerk of the Court
BY: WILMA CORRALES
Deputy Clerk

CGC-25-629273

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

BRETT SCHNEIDER, individually, and on behalf of all others similarly situated,

Plaintiffs,

v.

AMPLE ENERGY, INC.; and DOES 1 through 10, inclusive;

Defendants.

Case No.:

CLASS ACTION COMPLAINT FOR VIOLATIONS OF:

(1) California WARN Act (Cal. Lab. Code §§ 1400, *et seq*.);

(2) Failure to Pay Wages Upon Termination (Cal. Lab. Code §§ 200, *et seq*.);

(3) Waiting Time Penalties (Cal. Lab. Code § 203); and

(4) Unfair Competition Law (Cal. Bus. & Prof. Code §§ 12700, *et seq*.)

DEMAND FOR JURY TRIAL

Plaintiff Brett Schneider ("Plaintiff"), individually, and on behalf of all others similarly situated, by and through his undersigned attorneys, hereby brings this Class Action Complaint against Defendant Ample Energy, Inc. ("Ample" or "Defendant") and alleges as follows:

NATURE OF THE CASE

1. Plaintiff brings this action on his own behalf and on behalf of a proposed putative Class of California employees who did not receive legally required notice or pay in lieu of said notice by Defendant in connection with its mass layoff of employees in violation of the California Worker Adjustment and Retraining Notification ("WARN") Act.

JURISDICTION AND VENUE

2. The Court has jurisdiction over this action pursuant to Article 6, § 10 of the California Constitution and Cal. Code Civ. Proc. § 410.10.

3. The Court has jurisdiction over Defendant because it is a corporation authorized to transact business in the State of California and is registered with the California Secretary of State. Defendant transacts sufficient business with sufficient minimum contacts in California, or otherwise intentionally avail itself of the California market through the advertising, marketing, and sale of products and services, to render the exercise of jurisdiction over Defendant by the California court consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in the judicial district pursuant to Cal. Code Civ. Proc. § 395.5. Defendant employed Plaintiff and other employees in this County, transacts business in this County, and events complained of in this Complaint occurred in this County. Furthermore, an employee may bring a civil action under the California WARN Act "in any court of competent jurisdiction." Cal. Lab. Code § 1404.

THE PARTIES

5. Plaintiff is an individual over the age of 18 and a resident of the State of California. Plaintiff was employed by Defendant, in the City and County of San Francisco, from until he was laid off on or about September 10, 2025, without notice.

6. The putative Class members as set forth are former employees of Defendant at any time beginning four years before the filing of this Complaint who were part of the same mass

layoff as Plaintiff.

7. Ample is a technology company that designs battery swapping technology for electric vehicles. Upon information and belief, at all relevant times, Ample maintained Facilities at 100 Hooper Street, Suite 25, San Francisco, CA 94107 (the "Hooper Facility"); 245 S. Spruce Avenue, Suite 200, South San Francisco, CA 94080 (the "Spruce Facility"); 15 Tubbs Street, San Francisco, CA 94107, (the "Tubbs Facility"); 91-99 Park Lane, Brisbane, CA 94005 (the "Brisbane Facility") (collectively, the "Facilities").

8. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as DOES 1 through 10, inclusive, and therefore sue these Defendants by such fictitious names. Plaintiffs will amend his Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Defendants are responsible in some manner for the occurrences alleged herein, and that the damages of Plaintiff and the putative Class members alleged herein were proximately caused by these Defendants. Any reference to Ample, in this case, refers to and incorporates all DOES 1 through 10.

FACTUAL ALLEGATIONS

9. On or about September 10, 2025, or within thirty days of that date, Defendant ordered the termination, without cause, of Plaintiff and more than fifty (50) other similarly situated employees at the Facilities without providing Plaintiffs and the Proposed putative Class with advance written notice as required by the California WARN Act.

10. Defendant's layoff of Plaintiff was conducted in coordination with the mass layoff of fifty (50) or more of its California employees, under the same terms as for Plaintiff.

11. The California WARN Act requires that in the case of a mass layoff like the one here, the employer must provide to affected employees sixty (60) days' written notice prior to the layoffs. Cal. Lab. Code § 1401.

12. Here, Defendant did not (1) give notice of the mass layoff; (2) pay wages during the period of its violation; or (3) make unconditional payments that were not required to satisfy any legal obligation.

13. Specifically, Defendant failed to pay the Plaintiff and putative Class members their respective wages, salary, commissions, bonuses, accrued holiday pay and accrued vacation for sixty (60) working days following their respective terminations, and failed to make the pension and 401(k) contributions, provide other employee benefits under ERISA, and pay their medical expenses for sixty (60) calendar days from and after the dates of their respective terminations.

14. As a result of Defendant's failure to pay the wages, benefits and other monies, Plaintiff and putative Class members were damaged in an amount equal to the sum of the members' unpaid wages, accrued holiday pay, accrued vacation pay, accrued sick leave pay, and benefits which would have been paid for a period of sixty (60) days after the date of the members' terminations.

15. The sixty (60) days of pay that Defendant should have provided free and clear of condition or legal obligation as restitution for its failure to provide notice of the mass layoff constitute wages due but not paid. Thus, any release of claims for such wages before payment therefor is null and void under Cal. Lab. Code § 206.5(a).

CLASS ACTION ALLEGATIONS

16. Plaintiff brings Causes of Action One through Four as a Class Action on behalf of himself and all others similarly situated pursuant to Cal. Code Civ. Proc. § 382. This action satisfies the criteria for class certification because there are an ascertainable class and a well-defined community of interest among putative Class members, as alleged herein.

17. **Class Definition**: The putative Class that Plaintiff seeks to represent is defined as, and comprises the following:

> **All persons who (1) were employed by Defendant in California; (2) were let go of their employment on or within 30 days of September 10, 2025; (3) did not receive at the time of termination all earned but as yet unpaid wages, whether regular wages or other benefits; and (4) did not receive notice or pay in lieu of notice pursuant to Cal. Lab. Code §§ 1400, *et seq*.**

18. **Ascertainability**: The putative Class is ascertainable because it comprises a well-defined and objectively identifiable group of individuals who are too numerous to be individually joined in the lawsuit. The putative Class members also are easily identifiable from Defendant's business records.

19. **Existence and Predominance of Common Questions of Law and/or Fact**: Common questions of law and/or fact exist as to the members of the putative Class and, in addition, common questions of law and/or fact predominate over questions affecting only individual members of the putative Class. The common questions of law and fact include the following:

a. Whether Plaintiff and the putative Class members were employees of Defendant, as defined at Cal. Lab. Code § 1400.5(h), who prior to the terminations, worked at the Facilities;

b. Whether Defendant terminated the employment of all the members of the Proposed putative Class without cause on their part and without giving them at least sixty (60) days prior written notice in violation of the requirements of Cal. Lab. Code §§ 1400, *et seq*.;

c. Whether Defendant denied sixty (60) days written notice in violation of the requirements of Cal. Lab. Code §§ 1400, *et seq*.;

d. Whether Defendant failed to pay sixty (60) days of wages and other employee benefits in lieu of written notice to the California employees it laid off on or about September 10, 2025, or within thirty (30) days thereof, in violation of the requirements of Cal. Lab. Code §§ 1400, *et seq*.; and,

e. Whether Defendant's conduct in failing to comply with Cal. Lab. Code §§ 1400, *et seq.* constitutes an unlawful, unfair, and/or fraudulent business practice in violation of the Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*

20. **Typicality**: Plaintiff's claims are typical of the claims of the putative Class. Defendant's common course of conduct in failing to comply with Cal. Lab. Code §§ 1400, *et seq.* has caused Plaintiff and the putative Class to be subject to the same or similar injury. Further, Defendant's common course of conduct has caused Plaintiff to sustain the same or similar injuries and damages as those members of the putative Class. Plaintiff's claims are thereby representative of and co-extensive with the claims of the putative Class.

21. **Adequacy**: The class action is superior to other available means for the fair and efficient adjudication of this dispute. The injury suffered by each member of the putative Class, while meaningful on an individual basis, is not of such magnitude as to make the prosecution of individual actions against Defendant economically feasible. Furthermore, individualized litigation increases the delay and expense to all parties and the court system presented by the legal and factual issues of the case. In contrast, the class action device presents the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court, and avoids the problem of inconsistent judgments.

22. **Adequacy of Representation**: Plaintiff is a member of the putative Class, does not have any conflicts of interest with other putative Class members, and will prosecute the case vigorously on behalf of the putative Class. Counsel representing Plaintiff is competent and experienced in litigating large employment class actions, including wage and hour cases. Plaintiff will fairly and adequately represent and protect the interests of the putative Class members

23. **Superiority of Class Action**: A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all putative Class members is not practicable, and questions of law and fact common to the putative Class predominate over any questions affecting only individual members of the putative Class. Each putative Class member has been damaged and is entitled to recovery by reason of Defendant's illegal policies and/or practices. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system

FIRST CAUSE OF ACTION

Violation of California WARN Act

(Cal. Lab. Code §§ 1400, *et seq*.)

24. Plaintiff realleges and incorporates the foregoing allegations as though set forth in full herein.

25. Defendant and DOES 1-10 herein are an employer covered by Cal. Lab. Code §§ 1400, *et seq*., in that during the relevant time herein, they employed seventy-five (75) or more

employees.

26. The California WARN Act requires that in the case of a mass layoff like the one here, the employer must provide to affected employees written notice sixty (60) days prior to the layoffs. Cal. Lab. Code § 1401.

27. Defendant did not (1) give notice of the mass layoff; (2) pay wages and other employee benefits during the period of its violation; or (3) make unconditional payments that were not required to satisfy any legal obligation. Instead, Defendant conducted a mass layoff without written notice and without providing at least sixty (60) days of pay free and clear of onerous conditions

28. The sixty (60) days of pay that Defendant should have provided free and clear of condition or legal obligation as restitution for its failure to provide notice of the mass layoff constitute wages due but not paid. Thus, any release of claims for such wages before payment therefor is null and void under Cal. Lab. Code § 206.5(a).

29. Plaintiff therefore claims on behalf of himself, and all others similarly situated, the compensation called for by Cal. Lab. Code §§ 1400, *et seq*., namely, back pay and benefits for the period of violation up to a maximum of sixty (60) days, pre-judgment interest, as well as reasonable attorneys' fees and costs of litigation as determined by the Court.

SECOND CAUSE OF ACTION

Failure to Pay Wages Upon Termination

(Cal. Lab. Code §§ 200, *et seq*.)

30. Plaintiff realleges and incorporates the foregoing allegations as though set forth in full herein.

31. Cal. Lab. Code § 200 defines "wages" as including "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation."

32. As alleged above, Defendant has failed to pay all wages due and owing to Plaintiff and to members of the class, when such amounts were due and owing.

33. In engaging in the above alleged practices, Defendant has failed and refused to pay

wages that were due and owing to Plaintiff and to members of the putative Class.

34. Pursuant to Cal. Lab. Code §§ 200, *et seq.*, Plaintiff and members of the proposed putative Class are entitled to recover all unpaid wages due to them, along with interest thereon, and their attorneys' fees and costs incurred herein.

35. WHEREFORE, Plaintiff prays for judgment as set forth below.

THIRD CAUSE OF ACTION

Waiting Time Penalties

(Cal. Lab. Code § 203)

36. Plaintiff realleges and incorporates the foregoing allegations as though set forth in full herein.

37. Under the California WARN Act, employers who fail to give notice are liable for "[b]ack pay at the average regular rate of compensation received by the employee during the last three years of his or her employment, or the employee's final rate of compensation, whichever is higher." Cal. Lab. Code § 1402(a)(1).

38. As alleged herein, Defendant failed to pay sixty (60) days worth of wages to Plaintiff and the putative Class, free and clear of condition and legal obligation, in lieu of providing notice of mass layoffs.

39. Pursuant to Cal. Lab. Code § 203, Plaintiff and other members of the proposed putative Class who have been discharged are entitled to these unpaid wages.

40. As a consequence of Defendant's willful conduct in not paying all wages owed, members of the proposed putative Class are entitled to up to thirty (30) days of wages as a penalty under Cal. Lab. Code § 203, together with interest thereon and attorneys' fees and costs.

FOURTH CAUSE OF ACTION

Unfair Competition Law

(Cal. Bus. & Prof. Code §§ 17200, *et seq.*)

41. Plaintiff realleges and incorporates the foregoing allegations as though set forth in full herein. The California Unfair Competition Law (hereinafter referred to as "UCL"), Cal. Bus. & Prof. Code §§ 17200, *et seq*., defines unfair competition to include any unlawful, unfair or

fraudulent business act or practice. The UCL "borrows violations" from other statutes and authorizes any person who has suffered injury in fact and who has lost money or property as a result of such unfair competition to bring an action for relief under the statute. The UCL also provides that a court may enjoin acts of unfair competition, issue declaratory and other equitable relief, and order restitution of money or property acquired by means of unfair competition.

42. The acts and practices of Defendant, as hereinabove alleged, constitutes unlawful business practices in that, *inter alia,* Defendant has failed to provide the required notice under the WARN Act and/or provide sixty (60) days of wages and benefits in lieu of such notice, and have failed to pay all wages owed upon termination, in violation of the California Labor Code provisions cited herein.

43. Defendant's acts and practices, as alleged above, also constitute unfair business practices in that they violate provisions of California law that were enacted for the protection of employees and that embody fundamental public policies concerning the rights of employees. Defendant's acts and practices are substantially injurious to employee workers, and offend public policy as embodied in the Cal. Lab. Code provisions cited herein. These acts and practices have no social utility that outweighs the substantial harm to employees and instead have been adopted and pursued by Defendant solely for the purpose of enhancing its own profits at the expense workers.

44. As a direct and proximate result of the acts and practices of unfair competition, as alleged above, Plaintiff and each member of the proposed putative Class have suffered injury in fact and has lost money, in an amount to be proven at trial.

45. Pursuant to Cal. Bus. & Prof. Code § 17203, Plaintiff and members of the putative Class are entitled to restitution in an amount to be proven at trial, including all amounts of WARN pay they were not paid. Such amounts constitute restitution (as well as damages) under applicable California case law.

46. The acts and practices of Defendant constituting unlawful, unfair, and fraudulent business practices are on-going, in that the amounts remain unpaid and that the waiting-time penalties referred to above continue to accrue. Accordingly, pursuant to Cal. Bus. & Prof. Code §

17203, Plaintiff and members of the proposed putative Class are entitled to injunctive and declaratory relief, as well as any other equitable relief the Court deems just and proper.

47. Plaintiff is also entitled to an award of attorneys' fees and costs in prosecuting this action pursuant to Cal. Code Civ. Proc. § 1021.5.

WHEREFORE, Plaintiff prays for judgment as more fully set forth below.

PRAYER FOR RELIEF

Plaintiff, on behalf of himself and the putative Class alleged herein, prays for judgment as follows:

1. That the Court determine that this action may be maintained and certified as a Class Action;
2. For an order preliminarily and permanently enjoining Defendant from engaging in the unlawful, unfair and fraudulent business acts and practices alleged herein;
3. For an order finding and declaring that the acts and practices challenged herein are unlawful, unfair, and/or fraudulent;
4. For payment of all compensation owed under the California WARN Act and other provisions of California law stated herein, including all unpaid wages and benefits;
5. For waiting time penalties as authorized by law, including those mandated by Cal. Lab. Code § 203;
6. For pre-judgment interest in an amount and to the extent permitted by law;
7. For an award of attorneys' fees pursuant to applicable provisions of law;
8. For costs and expenses of suit incurred herein; and
9. For such other and further relief as this Court may deem appropriate.

Respectfully Submitted,

Date: September 17, 2025



Carolyn H. Cottrell
Nathan Piller
Frank J. White Jr.
SCHNEIDER WALLACE

COTTRELL KIM LLP

Jeremy Pasternak
LAW OFFICES OF JEREMY PASTERNAK
Attorneys for Plaintiff and the putative Class

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Respectfully Submitted,

Date: September 17, 2025

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

BRETT SCHNEIDER, on behalf of the State of California and Aggrieved Employees,

Plaintiff,

v.

AMPLE ENERGY, INC., and DOES 1 through 100 inclusive,

Defendant(s).

Case No.

COMPLAINT FOR PENALTIES PURSUANT TO SECTIONS 2699(a) AND (f) OF THE CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT

DEMAND FOR JURY TRIAL

Plaintiff Brett Schneider ("Plaintiff") on behalf of the State of California and Aggrieved Employees, complains and alleges as follows:

INTRODUCTION

1. Plaintiff brings this enforcement action against Defendant Ample Energy, Inc. ("Ample Energy" or "Defendant") on behalf of the State of California to collect penalties as a result of Defendant's systematic violations of California labor law with respect to Defendant's non-exempt hourly workers in the State of California (the "Aggrieved Employees").

2. Plaintiff and Aggrieved Employees are current and former workers employed by Defendant in California.

3. Plaintiff challenges Defendant's policies and practices of: (1) failing to pay Plaintiff and Aggrieved Employees all wages due and owed during employment and following separation.

4. Plaintiff, on behalf of the State of California, seeks to recover penalties, injunctive relief, and reasonable attorneys' fees for these violations pursuant to Sections 2699(a) and (f) of the California Labor Code Private Attorneys General Act ("PAGA").

PARTIES

5. Plaintiff and Aggrieved Employees are all current and former employees of Defendant in the State of California.

6. Plaintiff is an individual over the age of eighteen and, at all times relevant to this Complaint, was a resident of the State of California.

7. Plaintiff was employed by Defendant, in this County, until he was laid off on or about September 10, 2025, without notice.

8. Plaintiff is informed, believes, and thereon alleges that Defendant Ample Energy, Inc. is a Delaware corporation with its principal place of business located in San Francisco, California. Ample Energy is registered to do business in the State of California and does business in the State of California. Ample Energy may be served with process by serving its registered agent, Khaled Hassounah, 100 Hooper Street, Suite 25, San Francisco, California 94107.

9. Plaintiff is informed, believes, and thereon alleges that Defendant employs and/or employed hundreds of workers like Plaintiff in California. Plaintiff is informed, believes, and

thereon alleges that, in California, Defendant owns, operates, and/or manages facilities in this county. Plaintiff is informed, believes, and thereon alleges that Defendant employs Aggrieved Employees, among other hourly employees, in this County and throughout California.

10. Plaintiff is informed, believes, and thereon alleges that Defendant employs Plaintiff and Aggrieved Employees because Defendant, directly or indirectly, controls the employment terms, pay practices, timekeeping practices, and daily work of Plaintiff and Aggrieved Employees.

11. At all material times, Defendant has done business under the laws of California, has places of business in California, including in the jurisdiction of this court, and has employed Aggrieved Employees in this County and elsewhere in California. Defendant is a "person" as defined in Cal. Lab. Code § 18 and an "employer" as that term is used in the Labor Code, the IWC Wage Orders regulating wages, hours, and working conditions, and Cal. Bus. & Prof. Code § 17201.

JURISDICTION AND VENUE

12. Venue is proper in this County pursuant to Cal. Code Civ. Proc. § 393 and/or § 395.5. Defendant conducts business and employs Plaintiff and Aggrieved Employees in the County, and as a result, the causes of action asserted arose in whole or in part in the County.

13. This Court has jurisdiction over Plaintiff's claims pursuant to the Cal. Lab. Code and the applicable IWC Wage Orders. The Court also has jurisdiction over Defendant because they are a corporation authorized to do business in the State of California, and because, in fact, do business and employ workers in the State of California.

FACTUAL ALLEGATIONS

14. Plaintiff Brett Schneider was hired by Defendant around March 2024 and employed with Defendant until he was laid off on or about September 10, 2025.

15. Upon information and belief, Defendant Ample Energy, Inc. is a company that designs battery swapping technology for electric vehicles.

16. Plaintiff is informed, believes, and thereon alleges that Defendant employs and has employed hundreds of workers in California.

17. Aggrieved Employees are required to perform their jobs under Defendant's supervision using materials and technology approved and supplied by Defendant.

18. Aggrieved Employees are required to follow and abide by Defendant's common work, time, and pay policies and procedures in the performance of their jobs.

19. At the end of each pay period, Aggrieved Employees receive wages from Defendant that are determined by common systems and methods that Defendant selects and controls.

20. Plaintiff is informed, believes, and thereon alleges that Defendant's policies and practices have, at all relevant times, been similar for Plaintiff and Aggrieved Employees, regardless of location in California.

21. Defendant does not provide Plaintiff and Aggrieved Employees with full payment of all wages owed at the end of employment. These workers are owed wages when their employment ends. These amounts remain unpaid after voluntary and involuntary termination. As a consequence, Defendant is subject to waiting time penalties under the California Labor Code.

22. Specifically, Defendant failed to pay Plaintiff and Aggrieved Employees their respective wages, salary, commissions, bonuses, accrued holiday pay and accrued vacation pay.

23. On information and belief, Aggrieved Employees report to locations owned, operated, or managed by Defendant to perform their jobs.

24. Plaintiff is informed, believes, and thereon alleges that Defendant's unlawful conduct has been widespread, repeated, and consistent as to Aggrieved Employees and throughout Defendant's operations in the State of California. All violations alleged herein are continuing and ongoing.

25. Plaintiff is informed, believes, and thereon alleges that Defendant's unlawful conduct has also been malicious, fraudulent, and/or oppressive.

FIRST CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(a)

(Waiting Time Penalties)

(On Behalf of the State of California and Aggrieved Employees)

26. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

27. Cal. Lab. Code § 2699(a) provides:

> Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and to other current or former employees.

28. Cal. Lab. Code §§ 201 and 202 require employers to immediately pay wages earned and unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after he or she quits, at the latest.

29. Cal. Lab. Code § 203 provides, in relevant part:

> If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employees shall continue as a penalty from the due date thereof at the same rate paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

30. Cal. Lab. Code § 256 provides: "The Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days' pay as waiting time under the terms of Section 203."

31. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendant, as alleged above, to timely pay all wages owed to Plaintiff and the Aggrieved Employees in compliance with Cal. Lab. Code §§ 201-202 and in the amounts established by Cal. Lab. Code §§ 203 and 256.

32. Cal. Lab. Code § 226(a) provides:

> An employer, semimonthly or at the time of each payment of wages, shall furnish to their employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee…

33. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

> An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual

> damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees.

34. Cal. Lab. Code § 226.3 provides:

> Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

35. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on November 21, 2025, Plaintiff provided the Labor and Workforce Development Agency ("LWDA") with notice of his intention to file this claim. On November 21, 2025, Plaintiff mailed Defendant a copy of such notice via certified mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

36. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and himself as set forth in Cal. Lab. Code § 2699.

37. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

38. Wherefore, Plaintiff requests relief as hereinafter provided.

SECOND CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(f)

(Failure to Pay Wages Timely)

(On Behalf of the State of California and Aggrieved Employees)

39. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

40. Cal. Lab. Code § 2699(f) provides:

> For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more

employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation.

41. Cal. Lab. Code § 200 defines wages as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or method of calculation."

42. Cal. Lab. Code § 204(a) provides that "[a]ll wages … earned by any person in any employment are due and payable twice during each calendar month…." and "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month."

43. IWC Wage Order 4-2001(2)(K) defines hours worked as "the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

44. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under conditions that violate the Wage Orders.

45. Pursuant to Cal. Lab. Code § 210, any employer who fails to pay wages in the time prescribed by Cal. Lab. Code § 204 is subject to civil penalties of one hundred dollars ($100) for each initial violation for each employee, and two hundred dollars ($200) for each subsequent or willful violation for each employee, plus 25% of the amount unlawfully withheld. Defendant's failure to timely pay wages to Plaintiff and Aggrieved Employees, subjects Defendant to these penalties. Plaintiff seeks to recover civil penalties under Labor Code § 210 pursuant to PAGA, Cal. Lab. Code §§ 2698 et seq.

46. To the extent that any violation alleged herein does not carry penalties under Cal. Lab. Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in which Plaintiff and Aggrieved Employees were aggrieved, in the amounts established by Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to,

Cal. Lab. Code §§ 204, 1198, IWC Wage Order 4-2001, and any other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a).

47. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on November 21, 2025, Plaintiff provided the LWDA with notice of his intention to file this claim. On November 21, 2025, Plaintiff mailed Defendant a copy of such notice via certified mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a) and (c).

48. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

49. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

50. Wherefore, Plaintiff requests relief as hereinafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

1. For the Court to declare, adjudge, and decree that Defendant has violated the Cal. Lab. Code as alleged herein;
2. For an order awarding the State of California, Plaintiff, and Aggrieved Employees civil penalties provided under the PAGA;
3. For injunctive relief, prohibiting Defendant from continuing their police and practices determined to be violations of the Cal. Lab. Code;
4. For an award of reasonable attorneys' fees as provided by the Cal. Lab. Code §§ 2699(g)(1), 2699(k)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;
5. For all costs of suit; and
6. For such other and further relief as this Court deems just and proper.

Dated: February 27, 2026

Respectfully Submitted,

Carolyn H. Cottrell
SCHNEIDER WALLACE
COTTRELL KIM LLP

Attorneys for Plaintiff, on behalf of the State of California and Aggrieved Employees

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Dated: February 27, 2026

Respectfully Submitted,

Carolyn H. Cottrell
SCHNEIDER WALLACE
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Attorneys for Plaintiff, on behalf of the State of California and Aggrieved Employees