

**JCL LAW FIRM, APC**

Jean-Claude Lapuyade (State Bar #248676)  
Sydney Castillo Johnson (State Bar #343881)  
Perssia Razma (State Bar #351398)  
John L. Nitti (State Bar #330752)  
Carolina Faccin (State Bar #340855)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619) 599-8292  
[jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)  
[scastillo@jcl-lawfirm.com](mailto:scastillo@jcl-lawfirm.com)  
[prazma@jcl-lawfirm.com](mailto:prazma@jcl-lawfirm.com)  
[jnitti@jcl-lawfirm.com](mailto:jnitti@jcl-lawfirm.com)  
[cfaccin@jcl-lawfirm.com](mailto:cfaccin@jcl-lawfirm.com)

**ZAKAY LAW GROUP, APLC**

Shani O. Zakay (State Bar #277924)  
Jackland K Hom (State Bar #327243)  
Jaclyn Joyce (State Bar #285124)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619) 255-9047  
[shani@zakaylaw.com](mailto:shani@zakaylaw.com)  
[jackland@zakaylaw.com](mailto:jackland@zakaylaw.com)  
[jaclyn@zakaylaw.com](mailto:jaclyn@zakaylaw.com)

Attorneys for PLAINTIFF

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF LOS ANGELES**

TEKEIO PHILLIPS, an individual, on behalf of  
Plaintiff, and on behalf of all persons similarly  
situated,

Plaintiff,

v.

C4 TECHNICAL SERVICES, LLC, a  
Minnesota limited liability company; KGPCo  
SERVICES, L.L.C., a Minnesota limited  
liability company; KGP  
TELECOMMUNICATIONS, LLC, a  
Minnesota limited liability company; and  
DOES 1-50, Inclusive,

Defendants.

Case No:

**CLASS ACTION COMPLAINT FOR:**

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
- 2) FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL.

LAB. CODE §§ 226.7 & 512 AND THE  
APPLICABLE IWC WAGE ORDER;  
6) FAILURE TO PROVIDE ACCURATE  
ITEMIZED STATEMENTS IN  
VIOLATION OF CAL. LAB. CODE § 226;  
7) FAILURE TO PROVIDE WAGES WHEN  
DUE IN VIOLATION OF CAL. LAB.  
CODE §§ 201, 202 AND 203;  
8) FAILURE TO REIMBURSE EMPLOYEES  
FOR REQUIRED EXPENSES IN  
VIOLATION OF CAL. LAB. CODE § 2802;

**DEMAND FOR A JURY TRIAL**

PLAINTIFF TEKEIO PHILLIPS (“PLAINTIFF”), an individual, on behalf of PLAINTIFF  
and all other similarly situated current and former employees, alleges on information and belief,  
except for their own acts and knowledge which are based on personal knowledge, the following:

**PRELIMINARY ALLEGATIONS**

1. Defendant C4 TECHNICAL SERVICES, LLC (“Defendant C4”) is a Minnesota  
limited liability company that at all relevant times mentioned herein conducted and continues to  
conduct substantial and regular business throughout California.

2. Defendant KGPCo SERVICES, L.L.C. (“Defendant KGPCo”) is a Minnesota  
limited liability company that at all relevant times mentioned herein conducted and continues to  
conduct substantial and regular business throughout California.

3. Defendant KGP TELECOMMUNICATIONS, LLC (“Defendant KGP”) is a  
Minnesota limited liability company that at all relevant times mentioned herein conducted and  
continues to conduct substantial and regular business throughout California.

4. Defendant C4, Defendant KGPCo, and Defendant KGP were the joint employers of  
PLAINTIFF as evidenced by the documents issued to PLAINTIFF, by the company PLAINTIFF  
performed work for respectively, and as these entities each exerted control over the hours, wages  
and/or working conditions of PLAINTIFF, and are therefore jointly responsible as employers for  
the conduct alleged herein as “DEFENDANTS.”

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1           5.     DEFENDANTS own and operate a telecommunication staffing business in  
2 California, including in the County of Los Angeles, where PLAINTIFF worked.

3           6.     PLAINTIFF was employed by DEFENDANTS in California from October of 2013  
4 to August of 2023, as a non-exempt employee, paid on an hourly basis, and entitled to the legally  
5 required meal and rest periods and payment of minimum and overtime wages due for all time  
6 worked.

7           7.     PLAINTIFF reserves the right to seek leave to amend this complaint to add new  
8 Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*  
9 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

10          8.     PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a California  
11 class, defined as all persons who are or previously were employed by DEFENDANT C4 and/or  
12 DEFENDANT KGPCo and/or DEFENDANT KGP in California and classified as non-exempt  
13 employees (the "CALIFORNIA CLASS") at any time during the period beginning four (4) years  
14 prior to the filing of this Complaint and ending on the date as determined by the Court (the "CLASS  
15 PERIOD"). The amount in controversy for the aggregate claim of the CALIFORNIA CLASS  
16 members is under five million dollars (\$5,000,000.00).

17          9.     PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a  
18 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses  
19 incurred during the CLASS PERIOD caused by DEFENDANTS' uniform policy and practice  
20 which failed to lawfully compensate these employees. DEFENDANTS' uniform policy and  
21 practice alleged herein was an unlawful, unfair, and deceptive business practice whereby  
22 DEFENDANTS retained and continue to retain wages due to PLAINTIFF and the other members  
23 of the CALIFORNIA CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS  
24 seek an injunction enjoining such conduct by DEFENDANTS in the future, relief for the named  
25 PLAINTIFF and the other members of the CALIFORNIA CLASS who have been economically  
26 injured by DEFENDANTS' past and current unlawful conduct, and all other appropriate legal and  
27 equitable relief.

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1           10. The true names and capacities, whether individual, corporate, subsidiary,  
2 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are presently  
3 unknown to PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names  
4 pursuant to California Civil Procedure Code Section 474. PLAINTIFF will seek leave to amend  
5 this Complaint to allege the true names and capacities of DEFENDANTS DOES 1 through 50,  
6 inclusive, when they are ascertained. PLAINTIFF is informed and believes, and based upon that  
7 information and belief alleges, that the DEFENDANTS named in this Complaint, including  
8 DEFENDANTS DOES 1 through 50, inclusive, are responsible in some manner for one or more of  
9 the events and happenings that proximately caused the injuries and damages hereinafter alleged.

10           11. The agents, servants and/or employees of DEFENDANTS and each of them acting  
11 on behalf of DEFENDANTS acted within the course and scope of his, her or its authority as the  
12 agent, servant and/or employee of DEFENDANTS, and personally participated in the conduct  
13 alleged herein on behalf of the DEFENDANTS with respect to the conduct alleged herein.  
14 Consequently, the acts of each DEFENDANTS are legally attributable to the other DEFENDANTS  
15 and all DEFENDANTS are jointly and severally liable to PLAINTIFF and the other members of  
16 the CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the  
17 DEFENDANTS' agents, servants and/or employees.

18           12. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of  
19 PLAINTIFF'S employer, within the meaning of California Labor Code Section 558, who violated  
20 or caused to be violated, a Section of Part 2, Chapter 1 of the California Labor Code or any  
21 provision regulating hours and days of work in any order of the Industrial Welfare Commission  
22 and, as such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code  
23 Section 558, at all relevant times.

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

14. DEFENDANTS' uniform policies and practices alleged herein were unlawful, unfair, and deceptive business practices whereby DEFENDANTS retained and continue to retain wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

15. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and other members of the CALIFORNIA CLASS who have been economically injured by DEFENDANTS' past and current unlawful conduct, and all other appropriate legal and equitable relief.

## **JURISDICTION AND VENUE**

16. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure Section 410.10 and California Business and Professions Code Section 17203. This action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of DEFENDANTS pursuant to California Code of Civil Procedure Section 382.

17. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because DEFENDANTS operate in locations across California, employ the CALIFORNIA CLASS across California, including in this county, and committed the wrongful conduct herein alleged in this county against the CALIFORNIA CLASS.

## THE CONDUCT

18. In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked, failed to compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for off-the-clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and the other members of the CALIFORNIA CLASS meal and rest premiums at the regular rate of pay, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS redeemed sick pay at the regular

1 rate of pay, failed to reimburse PLAINTIFF and the other members of the CALIFORNIA CLASS  
2 for business expenses, and failed to issue to PLAINTIFF and the other members of the  
3 CALIFORNIA CLASS with accurate itemized wage statements showing, among other things, all  
4 applicable hourly rates in effect during the pay periods and the corresponding amount of time  
5 worked at each hourly rate. DEFENDANTS' uniform policies and practices are intended to  
6 purposefully avoid the accurate and full payment for all time worked as required by California law  
7 which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who  
8 comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA  
9 CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

10 **A. Meal Period Violations**

11 19. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were  
12 required to pay PLAINTIFF and CALIFORNIA CLASS members for all their time worked,  
13 meaning the time during which an employee is subject to the control of an employer, including all  
14 the time the employee is suffered or permitted to work. From time to time during the CLASS  
15 PERIOD, DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS members to work  
16 without paying them for all the time they were under DEFENDANTS' control. Specifically,  
17 DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to be  
18 PLAINTIFFS' off-duty meal break. Indeed, there were many days where PLAINTIFF did not even  
19 receive a partial lunch. As a result, PLAINTIFF and other CALIFORNIA CLASS members  
20 forfeited minimum wage and overtime compensation by regularly working without their time being  
21 accurately recorded and without compensation at the applicable minimum wage and overtime rates.  
22 DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA  
23 CLASS members for all time worked is evidenced by DEFENDANTS' business records.

24 20. From time to time during the CLASS PERIOD, as a result of their rigorous work  
25 schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other  
26 CALIFORNIA CLASS members are from time to time unable to take thirty (30) minute off-duty  
27 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other  
28 CALIFORNIA CLASS members are required to perform work as ordered by DEFENDANTS for

1 more than five (5) hours during some shifts without receiving a meal break. Further,  
2 DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS members with a second  
3 off-duty meal period for some workdays in which these employees are required by DEFENDANTS  
4 to work ten (10) hours of work. The nature of the work performed by PLAINTIFF and other  
5 CALIFORNIA CLASS members does not qualify for the limited and narrowly construed “on-duty”  
6 meal period exception. When they were provided with meal periods, PLAINTIFF and other  
7 CALIFORNIA CLASS members were, from time to time, required to remain on premises, on duty  
8 and on call. Further, DEFENDANTS from time to time required PLAINTIFF and other  
9 CALIFORNIA CLASS members to maintain cordless communication devices in order to receive  
10 and respond to work-related communications during what was supposed to be their off-duty meal  
11 breaks. DEFENDANTS’ failure to provide PLAINTIFF and the CALIFORNIA CLASS members  
12 with legally required meal breaks is evidenced by DEFENDANTS’ business records. As a result of  
13 their rigorous work schedules and DEFENDANTS’ inadequate staffing, PLAINTIFF and other  
14 members of the CALIFORNIA CLASS therefore forfeit meal breaks without additional  
15 compensation and in accordance with DEFENDANTS’ strict corporate policy and practice.

16 **B. Rest Period Violations**

17 21. From time to time during the CLASS PERIOD, PLAINTIFF and other  
18 CALIFORNIA CLASS members were also required to work in excess of four (4) hours without  
19 being provided ten (10) minute rest periods as a result of their rigorous work requirements and  
20 DEFENDANTS’ inadequate staffing. Further, for the same reasons, these employees were denied  
21 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four  
22 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts  
23 worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest  
24 period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to  
25 time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA CLASS  
26 members were, from time to time, required to remain on premises, on duty and/or on call. Further,  
27 DEFENDANTS from time to time required PLAINTIFF and other CALIFORNIA CLASS  
28 members to maintain cordless communication devices in order to receive and respond to work-

1 related communications during what was supposed to be their off-duty rest breaks. PLAINTIFF  
2 and other CALIFORNIA CLASS members were also not provided with one-hour wages *in lieu*  
3 thereof. As a result of their rigorous work schedules and DEFENDANTS' inadequate staffing,  
4 PLAINTIFF and other CALIFORNIA CLASS members were from time to time denied their proper  
5 rest periods by DEFENDANTS and DEFENDANTS' managers.

6 **C. Unreimbursed Business Expenses**

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

18 23. In the course of their employment, DEFENDANTS required PLAINTIFF and other  
19 CALIFORNIA CLASS members to incur personal expenses for the use of their personal cell  
20 phones and vehicles, as a result of and in furtherance of their job duties. Specifically, PLAINTIFF  
21 and other CALIFORNIA CLASS members were required to use their personal cell phones and  
22 vehicles in order to perform work related tasks. However, DEFENDANTS unlawfully failed to  
23 reimburse PLAINTIFF and other CALIFORNIA CLASS members for the use of their personal  
24 cell phones and vehicles. As a result, in the course of their employment with DEFENDANTS, the  
25 PLAINTIFF and other CALIFORNIA CLASS members incurred unreimbursed business expenses  
26 that included, but were not limited to, costs related to the use of their personal cell phones and  
27 vehicles, all on behalf of and for the benefit of DEFENDANTS.

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1     **D. Wage Statement Violations**

2           24.     California Labor Code Section 226 required an employer to furnish its employees  
3 an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours  
4 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,  
5 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the  
6 name of the employee and only the last four digits of the employee's social security number or an  
7 employee identification number other than a social security number, (8) the name and address of  
8 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay  
9 period and the corresponding number of hours worked at each hourly rate by the employee.

10           25.     From time to time during the CLASS PERIOD, when PLAINTIFF and other  
11 CALIFORNIA CLASS members missed meal and rest breaks, or were paid inaccurately for missed  
12 meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed  
13 to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate  
14 wage statements which failed to show, among other things, all deductions, the total hours worked  
15 and all applicable hourly rates in effect during the pay period and the corresponding amount of time  
16 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest  
17 periods.

18           26.     Further, DEFENDANTS from time to time provided PLAINTIFF and the  
19 CALIFORNIA CLASS members with wage statements that included items such as sick pay into  
20 the calculation of total hours worked. However, sick pay is not "hours worked" for purposes of  
21 California Labor Code Section 226(a)(2). As such, DEFENDANTS from time to time failed to  
22 provide PLAINTIFF and the CALIFORNIA CLASS members with wage statements that accurately  
23 provided the total hours worked, in violation of California Labor code Section 226(a)(2).

24           27.     In addition to the foregoing, DEFENDANTS, from time to time, failed to provide  
25 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with  
26 California Labor Code Section 226.

27           28.     As a result, DEFENDANTS issued PLAINTIFF and other CALIFORNIA CLASS  
28 members with wage statements that violate California Lab. Code § 226(a)(1)-(9). Further,

DEFENDANTS' violations are knowing and intentional, and were not isolated due to an unintentional payroll error due to clerical or inadvertent mistake.

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

29. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS for all hours worked.

30. During the CLASS PERIOD, from time-to-time DEFENDANTS required PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift work, including but not limited to, sending and receiving work-related communications. This resulted in PLAINTIFF and other CALIFORNIA CLASS members having to work while off-the-clock.

31. DEFENDANTS directed and directly benefited from the undercompensated off-the-clock work performed by PLAINTIFF and the other CALIFORNIA CLASS members.

32. DEFENDANTS controlled the work schedules, duties, and protocols, applications, assignments, and employment conditions of PLAINTIFF and the other CALIFORNIA CLASS members.

33. DEFENDANTS were able to track the amount of time PLAINTIFF and the other members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all wages earned and owed for all the work they performed.

34. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-exempt employees, subject to the requirements of the California Labor Code.

35. DEFENDANTS' policies and practices deprived PLAINTIFF and the other CALIFORNIA CLASS members of all minimum regular, overtime, and double time wages owed for the off-the-clock work activities. Because PLAINTIFF and the other members of the CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime pay.

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1           36. DEFENDANTS knew or should have known that PLAINTIFFS' and the other  
2 CALIFORNIA CLASS members' off-the-clock work was compensable under the law.

3           37. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS  
4 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control, and benefit  
5 for the time spent working while off-the-clock, including but not limited to, sending and receiving  
6 work-related communications. DEFENDANTS' uniform policy and practice to not pay  
7 PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked in  
8 accordance with applicable law is evidenced by DEFENDANTS' business records.

9       **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and**  
10       **Redeemed Sick Pay**

11           38. From time to time during the CLASS PERIOD, DEFENDANTS failed and  
12 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS  
13 members for their overtime and double time hours worked, meal and rest period premiums, and  
14 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS members  
15 forfeited wages due to them for working overtime without compensation at the correct overtime  
16 and double time rates, meal and rest period premiums, and redeemed sick pay rates.  
17 DEFENDANTS' uniform policy and practice not to pay the CALIFORNIA CLASS members at  
18 the correct rate for all overtime and double time worked, meal and rest period premiums, and sick  
19 pay in accordance with applicable law is evidenced by DEFENDANTS' business records.

20           39. State law provides that employees must be paid overtime at one-and-one-half times  
21 their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS members were  
22 compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's  
23 performance.

24           40. The second component of PLAINTIFF'S and other CALIFORNIA CLASS  
25 members' compensation was DEFENDANTS' non-discretionary incentive program that paid  
26 PLAINTIFF and other CALIFORNIA CLASS members incentive wages based on their  
27 performance for DEFENDANTS. The non-discretionary bonus program provided all employees  
28

1 paid on an hourly basis with bonus compensation when the employees met the various performance  
2 goals set by DEFENDANTS.

3         41. However, from time to time, when calculating the regular rate of pay in those pay  
4 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double  
5 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-  
6 discretionary bonuses, DEFENDANTS failed to accurately include the non-discretionary bonus  
7 compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked  
8 rather than just all non-overtime hours worked. Management and supervisors described the  
9 incentive/bonus program to potential and new employees as part of the compensation package. As  
10 a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA  
11 CLASS members must be included in the "regular rate of pay." The failure to do so has resulted in  
12 a systematic underpayment of overtime and double time compensation, meal and rest period  
13 premium payments, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS  
14 members by DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid  
15 sick time for non-exempt employees shall be calculated in the same manner as the regular rate of  
16 pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the  
17 employee actually works overtime in that workweek. DEFENDANTS' conduct, as articulated  
18 herein, by failing to include the incentive compensation as part of the "regular rate of pay" for  
19 purposes of sick pay compensation was in violation of California Labor Code Section 246, the  
20 underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or  
21 204.

22         42. In violation of the applicable sections of the California Labor Code and the  
23 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a  
24 matter of company policy, practice, and procedure, intentionally and knowingly failed to  
25 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate  
26 of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick  
27 pay as required by California law which allowed DEFENDANTS to illegally profit and gain an  
28 unfair advantage over competitors who complied with the law. To the extent equitable tolling

operates to toll claims by the CALIFORNIA CLASS members against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

**G. Unlawful Deductions**

43. DEFENDANTS, from time-to-time, unlawfully deducted wages from PLAINTIFF'S and CALIFORNIA CLASS members' pay without explanations and without authorization to do so or notice to PLAINTIFF and the CALIFORNIA CLASS members. As a result, DEFENDANTS violated Labor Code Section 221.

**H. Timekeeping Manipulation**

44. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an immutable timekeeping system to accurately record and pay PLAINTIFF and other members of the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal and rest breaks. As a result, DEFENDANTS were able to and did in fact, unlawfully, and unilaterally alter the time recorded in DEFENDANTS' timekeeping system for PLAINTIFF and other members of the CALIFORNIA CLASS in order to avoid paying these employees for all hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed rest breaks.

45. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from time to time, forfeited time worked by working without their time being accurately recorded and without compensation at the applicable pay rates.

46. The mutability of the timekeeping system also allowed DEFENDANTS to alter employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS' timekeeping system to create the appearance that PLAINTIFF and other members of the CALIFORNIA CLASS clocked out for thirty (30) minute meal breaks when, in fact, the employees were not provided an off-duty meal break at all times. This practice is a direct result of DEFENDANTS' uniform policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal breaks each day or otherwise failing to compensate them for missed meal breaks.

1           47. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS  
2 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control and benefit  
3 for the time that the timekeeping system was inoperable. DEFENDANTS' uniform policy and  
4 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours  
5 worked in accordance with applicable law is evidenced by DEFENDANTS' business records.

6           **I. Unlawful Rounding Practices**

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

19           49. Further, the mutability of DEFENDANTS' timekeeping system and unlawful  
20 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS members' time  
21 being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding  
22 policy and practice caused PLAINTIFF and CALIFORNIA CLASS members to perform work as  
23 ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-  
24 duty meal break.

25           **J. Violations for Untimely Payment of Wages**

26           50. Pursuant to California Labor Code Section 204, PLAINTIFF and the CALIFORNIA  
27 CLASS members were entitled to timely payment of wages during their employment. PLAINTIFF  
28 and the CALIFORNIA CLASS members, from time to time, did not receive payment of all wages,

1 including, but not limited to, overtime wages, minimum wages, meal period premium wages, and  
2 rest period premium wages within the permissible time period.

3 51. Pursuant to California Labor Code Section 201, “If an employer discharges an  
4 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”  
5 Pursuant to California Labor Code Section 202, if an employee quits his or her employment, “his  
6 or her wages shall become due and payable not later than 72 hours thereafter, unless the employee  
7 has given 72 hours previous notice of his or her intention to quit, in which case the employee is  
8 entitled to his or her wages at the time of quitting.” PLAINTIFF and the CALIFORNIA CLASS  
9 members were, from time to time, not timely provided the wages earned and unpaid at the time of  
10 their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201  
11 and 202.

12 52. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely  
13 paying all wages due at time of termination for all CALIFORNIA CLASS members whose  
14 employment ended during the CLASS PERIOD.

15 **K. Sick Pay Violations**

16 53. California Labor Code Section 246 (a)(1) mandates that “An employee who, on or  
17 after July 1, 2015, works in California for the same employer for 30 or more days within a year  
18 from the commencement of employment is entitled to paid sick days as specified in this section.”  
19 Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements.  
20 From time to time, DEFENDANTS failed to have a policy or practice in place to provide  
21 PLAINTIFF and other members of the CALIFORNIA CLASS with sick days and/or paid sick  
22 leave. As of January 1, 2024, DEFENDANTS failed to adhere to the law in that they failed to  
23 provide and allow employees to use at least 40 hours or five days of paid sick leave per year.

24 54. California Labor Code Section 246(i) requires an employer to furnish its employees  
25 with written wage statements setting forth the amount of paid sick leave available. From time to  
26 time, DEFENDANTS violated California Labor Code Section 246 by failing to furnish PLAINTIFF  
27 and other members of the CALIFORNIA CLASS with wage statements setting forth the amount of  
28 paid sick leave available.

1     **L. Reporting Time Violations**

2           55.     Further, DEFENDANTS from time to time required PLAINTIFF and other  
3 CALIFORNIA CLASS Members to report to work, but were furnished less than half their  
4 scheduled shift's worth of work and were not paid reporting time pay as required by Cal. Code  
5 Regs., tit. 8 § 11040, subdivision(A). Specifically, Subdivision 5(A) states, "(A) Each workday an  
6 employee is required to report for work and does report, but is not put to work or is furnished less  
7 than half said employee's usual or scheduled day's work, the employee shall be paid for half the  
8 usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4)  
9 hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." In  
10 addition, when DEFENDANTS required PLAINTIFF and other CALIFORNIA CLASS Members  
11 to engage in additional work, this sometimes resulted in a second reporting for work in a single  
12 workday. In such a circumstance of a second reporting for work in a single workday,  
13 DEFENDANTS failed to pay these employees reporting time pay as required by Cal. Code Regs.,  
14 tit. 8 § 11040. Subdivision 5(B) states: "If an employee is required to report for work a second time  
15 in any one workday and is furnished less than two (2) hours of work on the second reporting, said  
16 employee shall be paid for two (2) hours at the employee's regular rate of pay, which shall be not  
17 less than the minimum wage." Cal. Code Regs., tit. 8 § 11040, subd. 5(B).

18           56.     Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take  
19 off-duty meal and rest breaks and was not fully relieved of duty for their rest and meal periods.  
20 PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5)  
21 hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to  
22 provide PLAINTIFF with a second off-duty meal period each workday in which they were required  
23 by DEFENDANTS to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF  
24 with a rest break, they required PLAINTIFF to remain on premises, on-duty and on-call for the  
25 rest break. DEFENDANTS' policy caused PLAINTIFF to remain on premises, on-call and on-  
26 duty during what was supposed to be their off-duty meal periods. PLAINTIFF therefore forfeited  
27 meal and rest breaks without additional compensation and in accordance with DEFENDANTS'  
28 strict corporate policy and practice. Moreover, DEFENDANTS also provided PLAINTIFF with



1 paystubs that failed to comply with California Labor Code Section 226. Further, DEFENDANTS  
2 also failed to reimburse PLAINTIFF for required business expenses related to the personal  
3 expenses incurred for the use of their personal cell phone and vehicle, on behalf of and in  
4 furtherance of their employment with DEFENDANTS. To date, DEFENDANTS have not fully  
5 paid PLAINTIFF the minimum, overtime and double time compensation still owed to  
6 PLAINTIFF, or any penalty wages owed to PLAINTIFF under California Labor Code Section  
7 203. The amount in controversy for PLAINTIFF individually does not exceed the sum or value of  
8 \$75,000.

### 9 **CLASS ACTION ALLEGATIONS**

10 57. PLAINTIFF brings this Class Action on behalf of PLAINTIFF, and a California  
11 class defined as all persons who are or previously were employed by DEFENDANT C4 and/or  
12 DEFENDANT KPGBCo and/or DEFENDANT KGP in California and classified as non-exempt  
13 employees (the “CALIFORNIA CLASS”) at any time during the period beginning four (4) years  
14 prior to the filing of this Complaint and ending on the date as determined by the Court (the “CLASS  
15 PERIOD”).

16 58. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been  
17 deprived of wages and penalties from unpaid wages earned and due, including but not limited to  
18 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,  
19 illegal meal and rest period policies, failure to reimburse for business expenses, failure to  
20 compensate for off-the-clock work, failure to provide accurate itemized wage statements, failure to  
21 maintain required records, and interest, statutory and civil penalties, attorney’s fees, costs, and  
22 expenses.

23 59. The members of the class are so numerous that joinder of all class members is  
24 impractical.

25 60. Common questions of law and fact regarding DEFENDANTS’ conduct, including  
26 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately  
27 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the  
28 regular rate of compensation for missed meal and rest period premiums, failure to provide legally

1 compliant meal and rest periods, failure to reimburse for business expenses, failure to provide  
2 accurate itemized wage statements, and failure to ensure they are paid at least minimum wage and  
3 overtime, exist as to all members of the class and predominate over any questions affecting solely  
4 any individual members of the class. Among the questions of law and fact common to the class are:

- 5 a. Whether DEFENDANTS maintained legally compliant meal period policies and  
6 practices;
- 7 b. Whether DEFENDANTS maintained legally compliant rest period policies and  
8 practices;
- 9 c. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS  
10 members accurate premium payments for missed meal and rest periods;
- 11 d. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS  
12 members accurate overtime wages;
- 13 e. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS  
14 members at least minimum wage for all hours worked;
- 15 f. Whether DEFENDANTS failed to compensate PLAINTIFF and the CALIFORNIA  
16 CLASS members for required business expenses;
- 17 g. Whether DEFENDANTS issued legally compliant wage statements;
- 18 h. Whether DEFENDANTS committed an act of unfair competition by systematically  
19 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA  
20 CLASS for all time worked;
- 21 i. Whether DEFENDANTS committed an act of unfair competition by systematically  
22 failing to record all meal and rest breaks missed by PLAINTIFF and other  
23 CALIFORNIA CLASS members, even though DEFENDANTS enjoyed the benefit  
24 of this work, required employees to perform this work and permits or suffers to  
25 permit this work;
- 26 j. Whether DEFENDANTS committed an act of unfair competition in violation of  
27 California Business and Professions Code Sections 17200, *et seq.* (the “UCL”), by  
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1 failing to provide the PLAINTIFF and the other members of the CALIFORNIA  
2 CLASS with the legally required meal and rest periods.

3 61. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a  
4 result of DEFENDANTS' conduct and actions alleged herein.

5 62. PLAINTIFFS' claims are typical of the claims of the CALIFORNIA CLASS, and  
6 PLAINTIFF has the same interests as the other members of the class.

7 63. PLAINTIFF will fairly and adequately represent and protect the interests of the  
8 CALIFORNIA CLASS members.

9 64. PLAINTIFF retained able class counsel with extensive experience in class action  
10 litigation.

11 65. Further, PLAINTIFF'S interests are coincident with, and not antagonistic to, the  
12 interest of the other CALIFORNIA CLASS members.

13 66. There is a strong community of interest among PLAINTIFF and the members of the  
14 CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are  
15 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries  
16 sustained.

17 67. The questions of law and fact common to the CALIFORNIA CLASS members  
18 predominate over any questions affecting only individual members, including legal and factual  
19 issues relating to liability and damages.

20 68. A class action is superior to other available methods for the fair and efficient  
21 adjudication of this controversy because joinder of all class members is impractical. Moreover,  
22 since the damages suffered by individual members of the class may be relatively small, the expense  
23 and burden of individual litigation makes it practically impossible for the members of the class  
24 individually to redress the wrongs done to them. Without class certification and determination of  
25 declaratory, injunctive, statutory, and other legal questions within the class format, prosecution of  
26 separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

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1           73. By the conduct alleged herein, DEFENDANTS have engaged and continues to  
2 engage in business practices which violate California law, including but not limited to, the  
3 applicable Wage Order(s), the California Code of Regulations and the California Labor Code  
4 including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and  
5 2802, for which this Court should issue declaratory and other equitable relief pursuant to California  
6 Business and Professions Code Section 17203 as may be necessary to prevent and remedy the  
7 conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

8           74. By the conduct alleged herein, DEFENDANTS' practices were unlawful and unfair  
9 in that these practices violated public policy, were immoral, unethical, oppressively unscrupulous  
10 or substantially injurious to employees, and were without valid justification or utility for which this  
11 Court should issue equitable and injunctive relief pursuant to Section 17203 of the California  
12 Business and Professions Code, including restitution of wages wrongfully withheld.

13           75. By the conduct alleged herein, DEFENDANTS' practices were deceptive and  
14 fraudulent in that DEFENDANTS' uniform policy and practice failed to provide the legally  
15 mandated meal and rest periods and the required amount of compensation for missed meal and rest  
16 periods, failed to pay minimum and overtime wages owed, and failed to reimburse all necessary  
17 business expenses incurred, due to a systematic business practice that cannot be justified, pursuant  
18 to the applicable California Labor Code and Industrial Welfare Commission requirements in  
19 violation of California Business and Professions Code Sections 17200, *et seq.*, and for which this  
20 Court should issue injunctive and equitable relief, pursuant to California Business and Professions  
21 Code Section 17203, including restitution of wages wrongfully withheld.

22           76. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,  
23 unfair, and deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the  
24 other members of the CALIFORNIA CLASS to be underpaid during their employment with  
25 DEFENDANTS.

26           77. By the conduct alleged herein, DEFENDANTS' practices were also unfair and  
27 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide  
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1 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as  
2 required by California Labor Code Sections 226.7 and 512.

3 78. Therefore, PLAINTIFF demands on behalf of PLAINTIFF and on behalf of each  
4 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal  
5 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each  
6 workday in which a second off-duty meal period was not timely provided for each ten (10) hours  
7 of work.

8 79. PLAINTIFF further demands on behalf of PLAINTIFF and on behalf of each  
9 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was  
10 not timely provided as required by law.

11 80. By and through the unlawful and unfair business practices described herein,  
12 DEFENDANTS have obtained valuable property, money and services from PLAINTIFF and the  
13 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and has  
14 deprived them of valuable rights and benefits guaranteed by law and contract, all to the detriment  
15 of these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS to unfairly  
16 compete against competitors who comply with the law.

17 81. All the acts described herein as violations of, among other things, the Industrial  
18 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor  
19 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and  
20 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business  
21 practices in violation of California Business and Professions Code Sections 17200, *et seq.*

22 82. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,  
23 and do, seek such relief as may be necessary to restore to them the money and property which  
24 DEFENDANTS have acquired, or of which PLAINTIFF and the other members of the  
25 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair  
26 business practices, including earned but unpaid wages for all time worked.

27 83. PLAINTIFF and the other members of the CALIFORNIA CLASS are further  
28 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair, and

1 deceptive, and that injunctive relief should be issued restraining DEFENDANTS from engaging in  
2 any unlawful and unfair business practices in the future.

3 PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy  
4 and/or adequate remedy at law that will end the unlawful and unfair business practices of  
5 DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a  
6 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other  
7 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal  
8 and economic harm unless DEFENDANTS are restrained from continuing to engage in these  
9 unlawful and unfair business practices.

## 10 **SECOND CAUSE OF ACTION**

### 11 **Failure To Pay Minimum Wages**

12 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

13 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

14 84. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
15 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
16 Complaint.

17 85. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for  
18 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial  
19 Welfare Commission requirements for DEFENDANTS' failure to accurately calculate and pay  
20 minimum wages to PLAINTIFF and CALIFORNIA CLASS members.

21 86. Pursuant to California Labor Code Section 204, other applicable laws and  
22 regulations, and public policy, an employer must timely pay its employees for all hours worked.

23 87. California Labor Code Section 1197 provides the minimum wage for employees  
24 fixed by the commission is the minimum wage to be paid to employees, and the payment of a less  
25 wage than the minimum so fixed is unlawful.

26 88. California Labor Code Section 1194 establishes an employee's right to recover  
27 unpaid wages, including minimum wage compensation and interest thereon, together with the costs  
28 of suit.

1           89. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and the  
2 other members of the CALIFORNIA CLASS without regard to the correct amount of time they  
3 work. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and  
4 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the  
5 CALIFORNIA CLASS.

6           90. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,  
7 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing  
8 a uniform policy and practice that denies accurate compensation to PLAINTIFF and the other  
9 members of the CALIFORNIA CLASS in regard to minimum wage pay.

10           91. In committing these violations of the California Labor Code, DEFENDANTS  
11 inaccurately calculated the correct time worked and consequently underpaid the actual time worked  
12 by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS acted in an  
13 illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the  
14 California Labor Code, the Industrial Welfare Commission requirements and other applicable laws  
15 and regulations.

16           92. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,  
17 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct  
18 minimum wage compensation for their time worked for DEFENDANTS.

19           93. During the CLASS PERIOD, PLAINTIFF and the other members of the  
20 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a  
21 failure to pay all earned wages.

22           94. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned  
23 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true  
24 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered  
25 and will continue to suffer an economic injury in amounts which are presently unknown to them,  
26 and which will be ascertained according to proof at trial.

27           95. DEFENDANTS knew or should have known that PLAINTIFF and the other  
28 members of the CALIFORNIA CLASS were under-compensated for their time worked.



1 DEFENDANTS systematically elected, either through intentional malfeasance or gross  
2 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice  
3 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay  
4 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages for  
5 their time worked.

6 96. In performing the acts and practices herein alleged in violation of California labor  
7 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked  
8 and provide them with the requisite compensation, DEFENDANTS acted and continues to act  
9 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the  
10 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the  
11 consequences to them, and with the despicable intent of depriving them of their property and legal  
12 rights, and otherwise causing them injury in order to increase company profits at the expense of  
13 these employees.

14 97. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request  
15 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment  
16 of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor  
17 Code and/or other applicable statutes. To the extent minimum wage compensation is determined  
18 to be owed to the CALIFORNIA CLASS members who have terminated their employment,  
19 DEFENDANTS' conduct also violates Labor Code Sections 201 and/or 202, and therefore these  
20 individuals are also be entitled to waiting time penalties under California Labor Code Section 203,  
21 which penalties are sought herein on behalf of these CALIFORNIA CLASS members.  
22 DEFENDANTS' conduct as alleged herein was willful, intentional and not in good faith. Further,  
23 PLAINTIFF and other CALIFORNIA CLASS members are entitled to seek and recover statutory  
24 costs.

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1 other CALIFORNIA CLASS members and denied accurate compensation to PLAINTIFF and the  
2 other members of the CALIFORNIA CLASS for overtime worked, including, the overtime work  
3 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or  
4 forty (40) hours in any workweek.

5 105. In committing these violations of the California Labor Code, DEFENDANTS  
6 inaccurately recorded overtime worked and consequently underpaid the overtime worked by  
7 PLAINTIFF and other CALIFORNIA CLASS members. DEFENDANTS acted in an illegal  
8 attempt to avoid the payment of all earned wages, and other benefits in violation of the California  
9 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and  
10 regulations.

11 106. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,  
12 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct  
13 overtime compensation for their time worked for DEFENDANTS.

14 107. California Labor Code Section 515 sets out various categories of employees who are  
15 exempt from the overtime requirements of the law. None of these exemptions are applicable to  
16 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the  
17 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining  
18 agreement that would preclude the causes of action contained herein this Complaint. Rather,  
19 PLAINTIFF brings this Action on behalf of PLAINTIFF and the CALIFORNIA CLASS based on  
20 DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of  
21 California.

22 108. During the CLASS PERIOD, PLAINTIFF and the other members of the  
23 CALIFORNIA CLASS were paid less for overtime worked than they were entitled to, constituting  
24 a failure to pay all earned wages.

25 109. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the  
26 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the  
27 maximum hours permissible by law as required by California Labor Code Sections 510, 1194, and  
28 1198, even though PLAINTIFF and the other members of the CALIFORNIA CLASS were

1 regularly required to work, and did in fact work overtime, and did in fact work overtime as to which  
2 DEFENDANTS failed to accurately record and pay as evidenced by DEFENDANTS' business  
3 records and witnessed by employees.

4 110. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned  
5 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true  
6 amount of overtime they worked, PLAINTIFF and the other members of the CALIFORNIA  
7 CLASS have suffered and will continue to suffer an economic injury in amounts which are presently  
8 unknown to them, and which will be ascertained according to proof at trial.

9 111. DEFENDANTS knew or should have known that PLAINTIFF and the other  
10 members of the CALIFORNIA CLASS were undercompensated for their time worked.  
11 DEFENDANTS systematically elected, either through intentional malfeasance or gross  
12 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and  
13 procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF  
14 and the other members of the CALIFORNIA CLASS the correct overtime wages for their overtime  
15 worked.

16 112. In performing the acts and practices herein alleged in violation of California labor  
17 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked  
18 and provide them with the requisite compensation, DEFENDANTS acted and continues to act  
19 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the  
20 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the  
21 consequences to them, and with the despicable intent of depriving them of their property and legal  
22 rights, and otherwise causing them injury in order to increase company profits at the expense of  
23 these employees.

24 113. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS request  
25 recovery of overtime wages, according to proof, interest, statutory costs, as well as the assessment  
26 of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor  
27 Code and/or other applicable statutes. To the extent overtime compensation is determined to be  
28 owed to the CALIFORNIA CLASS members who have terminated their employment,

1 DEFENDANTS' conduct also violates California Labor Code Sections 201 and/or 202, and  
2 therefore these individuals are also be entitled to waiting time penalties under California Labor  
3 Code 203, which penalties are sought herein. DEFENDANTS' conduct as alleged herein was  
4 willful, intentional, and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS  
5 members are entitled to seek and recover statutory costs.

6 **FOURTH CAUSE OF ACTION**

7 **Failure To Provide Required Meal Periods**

8 **(Cal. Lab. Code §§ 226.7 & 512)**

9 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

10 114. PLAINTIFF and the other members of the CALIFORNIA CLASS reallege and  
11 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
12 Complaint.

13 115. During the CLASS PERIOD, DEFENDANTS failed to provide all the legally  
14 required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS members as  
15 required by the applicable Wage Order and Labor Code. The nature of the work performed by  
16 PLAINTIFF and CALIFORNIA CLASS members did not prevent these employees from being  
17 relieved of all of their duties for the legally required off-duty meal periods. As a result of their  
18 rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were often not  
19 fully relieved of duty by DEFENDANTS for their meal periods. Additionally, DEFENDANTS'  
20 failure to provide PLAINTIFF and the CALIFORNIA CLASS members with legally required meal  
21 breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANTS' business records.  
22 Further, DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS members with  
23 a second off-duty meal period in some workdays in which these employees were required by  
24 DEFENDANTS to work ten (10) hours of work. As a result, PLAINTIFF and other members of  
25 the CALIFORNIA CLASS forfeited meal breaks without additional compensation and in  
26 accordance with DEFENDANTS' strict corporate policy and practice.

27 116. DEFENDANTS further violated California Labor Code Section 226.7 and the  
28 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS

1 members who were not provided a meal period, in accordance with the applicable Wage Order, one  
2 additional hour of compensation at each employee's regular rate of pay for each workday that a  
3 meal period was not provided.

4 117. As a proximate result of the aforementioned violations, PLAINTIFF and  
5 CALIFORNIA CLASS members have been damaged in an amount according to proof at trial, and  
6 seek all wages earned and due, interest, penalties, expenses and costs of suit.

7 **FIFTH CAUSE OF ACTION**

8 **Failure To Provide Required Rest Periods**

9 **(Cal. Lab. Code §§ 226.7 & 512)**

10 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

11 118. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
12 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
13 Complaint.

14 119. From time to time, PLAINTIFF and other CALIFORNIA CLASS members were  
15 required to work in excess of four (4) hours without being provided ten (10) minute rest periods.  
16 Further, these employees were denied their first rest periods of at least ten (10) minutes for some  
17 shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10)  
18 minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third  
19 rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF  
20 and other CALIFORNIA CLASS members were also not provided with one-hour wages *in lieu*  
21 thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS  
22 members were periodically denied their proper rest periods by DEFENDANTS and  
23 DEFENDANTS' managers. In addition, DEFENDANTS failed to compensate PLAINTIFF and  
24 other CALIFORNIA CLASS members for their rest periods as required by the applicable Wage  
25 Order and Labor Code. As a result, DEFENDANTS' failure to provide PLAINTIFF and the  
26 CALIFORNIA CLASS members with all the legally required paid rest periods is evidenced by  
27 DEFENDANTS' business records.

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120. DEFENDANTS further violated California Labor Code Sections 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS members who were not provided a rest period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that rest period was not provided.

121. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA CLASS members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

### **SIXTH CAUSE OF ACTION**

#### **Failure To Provide Accurate Itemized Statements**

**(Cal. Lab. Code § 226)**

**(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

122. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

123. California Labor Code Section 226 provides that an employer must furnish employees with an "accurate itemized" statement in writing showing:

- a. Gross wages earned,
- b. total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,
- c. the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
- d. all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
- e. net wages earned,
- f. the inclusive dates of the period for which the employee is paid,

- 1           g. the name of the employee and his or her social security number, except that by  
2           January 1, 2008, only the last four digits of his or her social security number of an  
3           employee identification number other than social security number may be shown on  
4           the itemized statement,
- 5           h. the name and address of the legal entity that is the employer, and
- 6           i. all applicable hourly rates in effect during the pay period and the corresponding  
7           number of hours worked at each hourly rate by the employee.

8           124. When DEFENDANTS did not accurately record PLAINTIFFS' and other  
9 CALIFORNIA CLASS members' missed meal and rest breaks, or were paid inaccurate missed  
10 meal and rest break premiums, or were not paid for all hours worked, DEFENDANTS violated  
11 California Labor Code Section 226 in that DEFENDANTS failed to provide PLAINTIFF and other  
12 CALIFORNIA CLASS members with complete and accurate wage statements which failed to  
13 show, among other things, all deductions, the accurate gross wages earned, net wages earned, the  
14 total hours worked and all applicable hourly rates in effect during the pay period and the  
15 corresponding amount of time worked at each hourly rate, and correct rates of pay for penalty  
16 payments or missed meal and rest periods.

17           125. In addition to the foregoing, DEFENDANTS failed to provide itemized wage  
18 statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the  
19 requirements of California Labor Code Section 226(a)(1)-(9).

20           126. DEFENDANTS knowingly and intentionally failed to comply with California Labor  
21 Code Section 226(a)(1)-(9), causing injury and damages to PLAINTIFF and the other members of  
22 the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended  
23 calculating the correct wages for all missed meal and rest breaks and the amount of employment  
24 taxes which were not properly paid to state and federal tax authorities. These damages are difficult  
25 to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect  
26 to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the  
27 violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period  
28 pursuant to California Labor Code Section 226, in an amount according to proof at the time of trial



1 (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective  
2 member of the CALIFORNIA CLASS herein).

3 **SEVENTH CAUSE OF ACTION**

4 **Failure To Pay Wages When Due**

5 **(Cal. Lab. Code § 203)**

6 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

7 127. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
8 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
9 Complaint.

10 128. California Labor Code Section 200 provides that:

11 As used in this article:

12 (d) "Wages" includes all amounts for labor performed by employees of every  
13 description, whether the amount is fixed or ascertained by the standard of time,  
task, piece, commission basis, or other method of calculation.

14 (e) "Labor" includes labor, work, or service whether rendered or performed under  
15 contract, subcontract, partnership, station plan, or other agreement if the labor to  
be paid for is performed personally by the person demanding payment.

16 129. California Labor Code Section 201 provides, in relevant part, that "If an employer  
17 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable  
18 immediately."

19 130. California Labor Code Section 202 provides, in relevant part, that:

20 If an employee not having a written contract for a definite period quits his or her  
employment, his or her wages shall become due and payable not later than 72 hours  
21 thereafter, unless the employee has given 72 hours previous notice of his or her  
intention to quit, in which case the employee is entitled to his or her wages at the time  
22 of quitting. Notwithstanding any other provision of law, an employee who quits without  
providing a 72-hour notice shall be entitled to receive payment by mail if he or she so  
23 requests and designates a mailing address. The date of the mailing shall constitute the  
date of payment for purposes of the requirement to provide payment within 72 hours  
24 of the notice of quitting.

25 131. There was no definite term in PLAINTIFF'S or any CALIFORNIA CLASS  
26 members' employment contract.

27 132. California Labor Code Section 203 provides:

28 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

1 who quits, the wages of the employee shall continue as a penalty from the due date  
2 thereof at the same rate until paid or until an action therefor is commenced; but the  
3 wages shall not continue for more than 30 days.

4 133. The employment of PLAINTIFF and many CALIFORNIA CLASS members  
5 terminated, and DEFENDANTS have not tendered payment of wages to these employees who  
6 missed meal and rest breaks, as required by law.

7 134. Therefore, as provided by California Labor Code Section 203, on behalf of  
8 themselves and the members of the CALIFORNIA CLASS whose employment has ended,  
9 PLAINTIFF demands up to thirty (30) days of pay as penalty for not paying all wages due at time  
10 of termination for all employees who terminated employment during the CLASS PERIOD and  
11 demand an accounting and payment of all wages due, plus interest and statutory costs as allowed  
12 by law.

### 13 **EIGHTH CAUSE OF ACTION**

#### 14 **Failure To Reimburse Employees for Required Expenses**

15 **(Cal. Lab. Code §§ 2802)**

16 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

17 135. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
18 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
19 Complaint.

20 136. California Labor Code Section 2802 provides, in relevant part, that:  
21 An employer shall indemnify his or her employee for all necessary expenditures or  
22 losses incurred by the employee in direct consequence of the discharge of his or her  
23 duties, or of his or her obedience to the directions of the employer, even though  
24 unlawful, unless the employee, at the time of obeying the directions, believed them to  
25 be unlawful.

26 137. From time to time during the CLASS PERIOD, DEFENDANTS violated California  
27 Labor Code Section 2802, by failing to indemnify and reimburse PLAINTIFF and the  
28 CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties  
for DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFF and the  
CALIFORNIA CLASS members for expenses which included, but were not limited to, the use of  
their personal cell phones and vehicles, all on behalf of and for the benefit of DEFENDANTS.

Specifically, DEFENDANTS required PLAINTIFF and other CALIFORNIA CLASS members to use their personal cell phones and vehicles, to execute their essential job duties on behalf of DEFENDANTS. DEFENDANTS' uniform policy, practice and procedure was to not reimburse PLAINTIFF and the CALIFORNIA CLASS members for expenses resulting from the use of their personal cell phones and vehicles, within the course and scope of their employment for DEFENDANTS. These expenses were necessary to complete their principal job duties. DEFENDANTS are estopped by DEFENDANTS' conduct to assert any waiver of this expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and the CALIFORNIA CLASS members, DEFENDANTS failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for these expenses as an employer is required to do under the laws and regulations of California.

138. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred by them and the CALIFORNIA CLASS members in the discharge of their job duties for DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest at the statutory rate and costs under California Labor Code Section 2802.

#### **PRAYER FOR RELIEF**

WHEREFORE, PLAINTIFF prays for a judgment against all DEFENDANTS, jointly and severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

- a. That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a class action pursuant to California Code of Civil Procedure Section 382;
- b. An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
- c. An order requiring DEFENDANTS to pay all overtime wages and all sums unlawfully withheld from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS; and
- d. Restitutionary disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANTS' violations due to

1 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

2 2. On behalf of the CALIFORNIA CLASS:

- 3 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth  
4 Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant  
5 to California Code of Civil Procedure Section 382;
- 6 b. Compensatory damages, according to proof at trial, including compensatory  
7 damages for overtime compensation due to PLAINTIFF and the other members of  
8 the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest  
9 thereon at the statutory rate;
- 10 c. Meal and rest period compensation pursuant to California Labor Code Sections  
11 226.7, 512 and the applicable IWC Wage Order;
- 12 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in  
13 which a violation occurs and one hundred dollars (\$100) per each member of the  
14 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding  
15 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for  
16 violation of California Labor Code Section 226;
- 17 e. The wages of all terminated employees from the CALIFORNIA CLASS as a  
18 penalty from the due date thereof at the same rate until paid or until an action  
19 therefore is commenced, in accordance with California Labor Code Section 203.
- 20 f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA  
21 CLASS incurred in the course of their job duties, plus interest, and costs of suit.

22 3. On all claims:

- 23 a. An award of interest, including prejudgment interest at the legal rate;
- 24 b. Such other and further relief as the Court deems just and equitable; and
- 25  
26  
27

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1 c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law,  
2 including and pursuant to, but not limited to, California Labor Code Sections 218.5,  
3 226, 246 and/or 1194.

4 DATED: November 26, 2025

**JCL LAW FIRM, APC**

5 By:  \_\_\_\_\_

6 John L. Nitti, Esq.  
7 Attorney for PLAINTIFF  
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**DEMAND FOR A JURY TRIAL**

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

DATED: November 26, 2025

**JCL LAW FIRM, APC**

By: \_\_\_\_\_

John L. Nitti, Esq.  
Attorney for PLAINTIFF