

SUMMONS

(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

SYSKA HENNESSY GROUP, INC., a New York corporation; SH GROUP, INC, a Delaware corporation; and DOES 1-50, Inclusive,

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

ANTHONY TILLEY, an individual, on behalf of Plaintiff, and on behalf of all persons similarly situated,

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
9/4/2025 3:57:11 PM

Clerk of the Superior Court
By Y. Modica, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): San Diego County Superior Court
Hall of Justice - 330 W Broadway, San Diego, CA 92101

CASE NUMBER:
(Número del Caso):

25CU046687C

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Jean-Claude Lapuyade, Esq. T: (619)599-8292 JCL Law Firm, APC - 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121

DATE: September 5, 2025
(Fecha)

Clerk, by , Deputy
(Secretario) Y. Modica (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

JCL LAW FIRM, APC

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County of San Diego

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Clerk of the Superior Court
By Y. Modica ,Deputy Clerk

ZAKAY LAW GROUP, APLC

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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

ANTHONY TILLEY , an individual, on behalf
of Plaintiff, and on behalf of all persons
similarly situated,

Plaintiff,

v.

SYSKA HENNESSY GROUP, INC., a New
York corporation; SH GROUP, INC, a
Delaware corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No: 25CU046687C

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 ACCURATE
ITEMIZED STATEMENTS IN
VIOLATION OF CAL. LAB. CODE § 226;
- 5) FAILURE TO PROVIDE WAGES WHEN
DUE IN VIOLATION OF CAL. LAB.
CODE §§ 201, 202 AND 203;

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- 6) FAILURE TO REIMBURSE EMPLOYEES
FOR REQUIRED EXPENSES IN
VIOLATION OF CAL. LAB. CODE § 2802;
7) FAILURE TO PERMIT INSPECTION OF
EMPLOYEE RECORDS IN VIOLATION
OF CAL. LAB. CODE § 1198.5.

DEMAND FOR A JURY TRIAL

PLAINTIFF ANTHONY TILLEY (“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 SYSKA HENNESSY GROUP, INC (“Defendant Syska Hennessy”)) is
a New York corporation that at all relevant times mentioned herein conducted and continues to
conduct substantial and regular business throughout California.

2. Defendant SH GROUP, INC (“Defendant SH Group”) is a Delaware corporation
that at all relevant times mentioned herein conducted and continues to conduct substantial and
regular business throughout California.

3. Defendant Syska Hennessy and Defendant SH Group 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.”

4. DEFENDANTS own and operate a full-service engineering firm in California,
including in the County of San Diego, where PLAINTIFF worked.

5. PLAINTIFF was employed by DEFENDANTS in California from June of 2024 to
March of 2025.

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

4 7. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a California
5 class, defined as all persons who are or previously were employed by Defendant Syska Hennessy
6 and/or Defendant SH Group in California (the "CALIFORNIA CLASS") at any time during the
7 period beginning four (4) years prior to the filing of this Complaint and ending on the date as
8 determined by the Court (the "CLASS PERIOD"). The amount in controversy for the aggregate
9 claim of the CALIFORNIA CLASS members is under five million dollars (\$5,000,000.00).

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

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

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

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

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

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

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

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1 **A. Unreimbursed Business Expenses**

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

13 19. In the course of their employment, DEFENDANTS required PLAINTIFF and other
14 CALIFORNIA CLASS members to incur personal expenses for the use of their personal cell
15 phones, home internet services, and purchase and maintenance of their remote work equipment
16 (such as computers, monitors, chairs, and desks), as a result of and in furtherance of their job
17 duties. Specifically, PLAINTIFF and other CALIFORNIA CLASS members were required to use
18 their personal cell phones, home internet services, and purchase and maintain their remote work
19 equipment (such as computers, monitors, chairs, and desks), in order to perform work related tasks.
20 However, DEFENDANTS unlawfully failed to reimburse PLAINTIFF and other CALIFORNIA
21 CLASS members for the use of their personal cell phones, home internet services, and purchase
22 and maintenance of their remote work equipment (such as computers, monitors, chairs, and desks).
23 As a result, in the course of their employment with DEFENDANTS, the PLAINTIFF and other
24 CALIFORNIA CLASS members incurred unreimbursed business expenses that included, but were
25 not limited to, costs related to the use of their personal cell phones, home internet services, and
26 purchase and maintenance of their remote work equipment (such as computers, monitors, chairs,
27 and desks), all on behalf of and for the benefit of DEFENDANTS.

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1 **B. Wage Statement Violations**

2 20. 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 21. From time to time during the CLASS PERIOD, when PLAINTIFF and other
11 CALIFORNIA CLASS members were not paid for all hours worked, DEFENDANTS also failed
12 to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate
13 wage statements which failed to show, among other things, all deductions, the total hours worked
14 and all applicable hourly rates in effect during the pay period and the corresponding amount of time
15 worked at each hourly rate, correct rates of pay for penalty payments.

16 22. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide
17 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with
18 California Labor Code Section 226.

19 23. As a result, DEFENDANTS issued PLAINTIFF and other CALIFORNIA CLASS
20 members with wage statements that violate California Lab. Code § 226(a)(1)-(9). Further,
21 DEFENDANTS' violations are knowing and intentional, and were not isolated due to an
22 unintentional payroll error due to clerical or inadvertent mistake.

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

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

27 25. During the CLASS PERIOD, from time-to-time DEFENDANTS required
28 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift

1 work, including but not limited to, performing security sweeps. This resulted in PLAINTIFF and
2 other CALIFORNIA CLASS members having to work while off-the-clock.

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

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

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

12 29. PLAINTIFF and the other members of the CALIFORNIA CLASS were employees,
13 subject to the requirements of the California Labor Code.

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

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

21 32. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
22 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control, and benefit
23 for the time spent working while off-the-clock, including but not limited to, performing security
24 sweeps. DEFENDANTS' uniform policy and practice to not pay PLAINTIFF and the members of
25 the CALIFORNIA CLASS wages for all hours worked in accordance with applicable law is
26 evidenced by DEFENDANTS' business records.

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D. Regular Rate Violation – Overtime, Double Time, and Redeemed Sick Pay

33. From time to time during the CLASS PERIOD, DEFENDANTS failed and continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS members for their overtime and double time hours worked, and redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS members forfeited wages due to them for working overtime without compensation at the correct overtime and double time rates, and redeemed sick pay rates. DEFENDANTS' uniform policy and practice not to pay the CALIFORNIA CLASS members at the correct rate for all overtime and double time worked, and sick pay in accordance with applicable law is evidenced by DEFENDANTS' business records.

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

35. A component of PLAINTIFF'S and other CALIFORNIA CLASS members' compensation was DEFENDANTS' non-discretionary incentive program that paid PLAINTIFF and other CALIFORNIA CLASS members incentive wages based on their performance for DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly basis with bonus compensation when the employees met the various performance goals set by DEFENDANTS.

36. However, from time to time, when calculating the regular rate of pay in those pay periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double time and/or redeemed sick pay, and earned non-discretionary bonuses, DEFENDANTS failed to accurately include the non-discretionary bonus compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked rather than just all non-overtime hours worked. Management and supervisors described the incentive/bonus program to potential and new employees as part of the compensation package. As a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA CLASS members must be included in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment of overtime

1 and double time compensation, , and redeemed sick pay to PLAINTIFF and other CALIFORNIA
2 CLASS members by DEFENDANTS. Specifically, California Labor Code Section 246 mandates
3 that paid sick time for non-exempt employees shall be calculated in the same manner as the regular
4 rate of pay for the workweek in which the non-exempt employee uses paid sick time, whether or
5 not the employee actually works overtime in that workweek. DEFENDANTS' conduct, as
6 articulated herein, by failing to include the incentive compensation as part of the "regular rate of
7 pay" for purposes of sick pay compensation was in violation of California Labor Code Section 246,
8 the underpayment of which is recoverable under California Labor Code Sections 201, 202, 203,
9 and/or 204.

10 37. In violation of the applicable sections of the California Labor Code and the
11 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a
12 matter of company policy, practice, and procedure, intentionally and knowingly failed to
13 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
14 of pay for all overtime and double time worked, and redeemed sick pay as required by California
15 law which allowed DEFENDANTS to illegally profit and gain an unfair advantage over competitors
16 who complied with the law. To the extent equitable tolling operates to toll claims by the
17 CALIFORNIA CLASS members against DEFENDANTS, the CLASS PERIOD should be adjusted
18 accordingly.

19 **E. Unlawful Deductions**

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

24 **F. Timekeeping Manipulation**

25 39. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an
26 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of
27 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the
28 CALIFORNIA CLASS worked each day, including regular time, overtime hours, and sick pay. As

1 a result, DEFENDANTS were able to and did in fact, unlawfully, and unilaterally alter the time
2 recorded in DEFENDANTS' timekeeping system for PLAINTIFF and other members of the
3 CALIFORNIA CLASS in order to avoid paying these employees for all hours worked, applicable
4 overtime compensation, and applicable sick pay.

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

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

13 **G. Unlawful Rounding Practices**

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

26 **H. Violations for Untimely Payment of Wages**

27 43. Pursuant to California Labor Code Section 204, PLAINTIFF and the CALIFORNIA
28 CLASS members were entitled to timely payment of wages during their employment. PLAINTIFF

1 and the CALIFORNIA CLASS members, from time to time, did not receive payment of all wages,
2 including, but not limited to, overtime wages and minimum wages within the permissible time
3 period.

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

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

16 **I. Sick Pay Violations**

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

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

1 paid sick leave available.

2 **J. Failure to Provide Personnel Files**

3 48. On March 13, 2025, PLAINTIFF caused written requests via certified mail to be
4 delivered to DEFENDANTS for PLAINTIFF'S personnel and employment records, including
5 but not limited to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; and (4)
6 PLAINTIFF'S complete employment file.

7 49. DEFENDANTS failed to provide and/or make available to PLAINTIFF their
8 personnel records, payroll records, employment contract, and entire employment file within thirty
9 (30) days of their requests stated above. In fact, as of the date of filing of this complaint,
10 DEFENDANTS have still failed to pay PLAINTIFF the statutory penalty in the amount of \$750.
11 DEFENDANTS violated California Labor Code Section 1198.5 by failing to respond and provide
12 PLAINTIFF with their employment file. Section 1198.5 states that employees (and former
13 employees) have the right to inspect personnel records maintained by the employer "related to
14 the employee's performance or to any grievance concerning the employee." Employers must
15 allow inspection or copying within thirty (30) days of the request. PLAINTIFF is now entitled to
16 and requests injunctive relief to obtain compliance with California Labor Code Section 1198.5, a
statutory penalty, and an award of attorneys' fees and costs for bringing this action.

17 50. Specifically, as to PLAINTIFF, DEFENDANTS provided PLAINTIFF with
18 paystubs that failed to comply with California Labor Code Section 226. Further, DEFENDANTS
19 also failed to reimburse PLAINTIFF for required business expenses related to the personal
20 expenses incurred for the use of their personal cell phone, home internet services, and maintenance
21 of their remote work equipment (such as computers, monitors, chairs, and desks), on behalf of and
22 in furtherance of their employment with DEFENDANTS. Additionally, DEFENDANTS failed to
23 provide and/or make available to PLAINTIFF their personnel records, payroll records,
24 employment contracts, and entire employment file within (30) days of his request on March 13,
25 2025. To date, DEFENDANTS have not fully paid PLAINTIFF the minimum, overtime and
26 double time compensation still owed to them, or any penalty wages owed to them under California
27 Labor Code Section 203. The amount in controversy for PLAINTIFF individually does not exceed
28 the sum or value of \$75,000.

CLASS ACTION ALLEGATIONS

51. PLAINTIFF brings this Class Action on behalf of PLAINTIFF, and a California class defined as all persons who are or previously were employed by Defendant Syska Hennessy and/or Defendant SH Group in California and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the period beginning four (4) years prior to the filing of this Complaint and ending on the date as determined by the Court (the “CLASS PERIOD”).

52. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been deprived of wages and penalties from unpaid wages earned and due, including but not limited to unpaid minimum wages, unpaid overtime compensation, failure to reimburse for business expenses, failure to compensate for off-the-clock work, failure to provide accurate itemized wage statements, failure to maintain required records, and interest, statutory and civil penalties, attorney’s fees, costs, and expenses.

53. The members of the class are so numerous that joinder of all class members is impractical.

54. Common questions of law and fact regarding DEFENDANTS’ conduct, including but not limited to, off-the-clock work, failure to accurately calculate the regular rate of pay for overtime compensation, failure to reimburse for business expenses, failure to provide accurate itemized wage statements, and failure to ensure they are paid at least minimum wage and overtime, exist as to all members of the class and predominate over any questions affecting solely any individual members of the class. Among the questions of law and fact common to the class are:

- a. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS members accurate overtime wages;
- b. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS members at least minimum wage for all hours worked;
- c. Whether DEFENDANTS failed to compensate PLAINTIFF and the CALIFORNIA CLASS members for required business expenses;
- d. Whether DEFENDANTS issued legally compliant wage statements;

1 e. Whether DEFENDANTS committed an act of unfair competition by systematically
2 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
3 CLASS for all time worked;

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

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

8 57. PLAINTIFF will fairly and adequately represent and protect the interests of the
9 CALIFORNIA CLASS members.

10 58. PLAINTIFF retained able class counsel with extensive experience in class action
11 litigation.

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

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

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

21 62. A class action is superior to other available methods for the fair and efficient
22 adjudication of this controversy because joinder of all class members is impractical. Moreover,
23 since the damages suffered by individual members of the class may be relatively small, the expense
24 and burden of individual litigation makes it practically impossible for the members of the class
25 individually to redress the wrongs done to them. Without class certification and determination of
26 declaratory, injunctive, statutory, and other legal questions within the class format, prosecution of
27 separate actions by individual members of the CALIFORNIA CLASS will create the risk of:
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1 67. 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, 510, 558, 1194, 1197, 1197.1, 1198, and 2802, for
5 which this Court should issue declaratory and other equitable relief pursuant to California Business
6 and Professions Code Section 17203 as may be necessary to prevent and remedy the conduct held
7 to constitute unfair competition, including restitution of wages wrongfully withheld.

8 68. 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 69. By the conduct alleged herein, DEFENDANTS' practices were deceptive and
14 fraudulent in that DEFENDANTS' uniform policy and practice failed to pay minimum and
15 overtime wages owed, and failed to reimburse all necessary business expenses incurred, due to a
16 systematic business practice that cannot be justified, pursuant to the applicable California Labor
17 Code and Industrial Welfare Commission requirements in violation of California Business and
18 Professions Code Sections 17200, *et seq.*, and for which this Court should issue injunctive and
19 equitable relief, pursuant to California Business and Professions Code Section 17203, including
20 restitution of wages wrongfully withheld.

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

25 71. By and through the unlawful and unfair business practices described herein,
26 DEFENDANTS have obtained valuable property, money and services from PLAINTIFF and the
27 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and has
28 deprived them of valuable rights and benefits guaranteed by law and contract, all to the detriment

1 of these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS to unfairly
2 compete against competitors who comply with the law.

3 72. All the acts described herein as violations of, among other things, the Industrial
4 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
5 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
6 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
7 practices in violation of California Business and Professions Code Sections 17200, *et seq.*

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

13 74. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
14 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair, and
15 deceptive, and that injunctive relief should be issued restraining DEFENDANTS from engaging in
16 any unlawful and unfair business practices in the future.

17 PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy
18 and/or adequate remedy at law that will end the unlawful and unfair business practices of
19 DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a
20 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
21 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal
22 and economic harm unless DEFENDANTS are restrained from continuing to engage in these
23 unlawful and unfair business practices.

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1 82. In committing these violations of the California Labor Code, DEFENDANTS
2 inaccurately calculated the correct time worked and consequently underpaid the actual time worked
3 by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS acted in an
4 illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the
5 California Labor Code, the Industrial Welfare Commission requirements and other applicable laws
6 and regulations.

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

10 84. During the CLASS PERIOD, PLAINTIFF and the other members of the
11 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
12 failure to pay all earned wages.

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

18 86. DEFENDANTS knew or should have known that PLAINTIFF and the other
19 members of the CALIFORNIA CLASS were under-compensated for their time worked.
20 DEFENDANTS systematically elected, either through intentional malfeasance or gross
21 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
22 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
23 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages for
24 their time worked.

25 87. In performing the acts and practices herein alleged in violation of California labor
26 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
27 and provide them with the requisite compensation, DEFENDANTS acted and continues to act
28 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the

1 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
2 consequences to them, and with the despicable intent of depriving them of their property and legal
3 rights, and otherwise causing them injury in order to increase company profits at the expense of
4 these employees.

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

16 **THIRD CAUSE OF ACTION**

17 **Failure To Pay Overtime Compensation**

18 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

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

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

23 90. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
24 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial
25 Welfare Commission requirements for DEFENDANTS' failure to pay these employees for all
26 overtime worked including work performed in excess of eight (8) hours in a workday, and/or twelve
27 (12) hours in a workday, and/or forty (40) hours in any workweek.

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

3 92. California Labor Code Section 510 provides that employees in California shall not
4 be employed more than eight (8) hours per workday and/or more than forty (40) hours per
5 workweek unless they receive additional compensation beyond their regular wages in amounts
6 specified by law.

7 93. California Labor Code Section 1194 establishes an employee's right to recover
8 unpaid wages, including minimum and overtime compensation and interest thereon, together with
9 the costs of suit. California Labor Code Section 1198 further states that the employment of an
10 employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

11 94. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members
12 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time
13 they worked, including overtime work.

14 95. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
15 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing
16 a uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and
17 other CALIFORNIA CLASS members and denied accurate compensation to PLAINTIFF and the
18 other members of the CALIFORNIA CLASS for overtime worked, including, the overtime work
19 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or
20 forty (40) hours in any workweek.

21 96. In committing these violations of the California Labor Code, DEFENDANTS
22 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
23 PLAINTIFF and other CALIFORNIA CLASS members. DEFENDANTS acted in an illegal
24 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
25 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
26 regulations.

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

4 98. California Labor Code Section 515 sets out various categories of employees who are
5 exempt from the overtime requirements of the law. None of these exemptions are applicable to
6 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
7 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
8 agreement that would preclude the causes of action contained herein this Complaint. Rather,
9 PLAINTIFF brings this Action on behalf of PLAINTIFF and the CALIFORNIA CLASS based on
10 DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of
11 California.

12 99. During the CLASS PERIOD, PLAINTIFF and the other members of the
13 CALIFORNIA CLASS were paid less for overtime worked than they were entitled to, constituting
14 a failure to pay all earned wages.

15 100. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the
16 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
17 maximum hours permissible by law as required by California Labor Code Sections 510, 1194, and
18 1198, even though PLAINTIFF and the other members of the CALIFORNIA CLASS were
19 regularly required to work, and did in fact work overtime, and did in fact work overtime as to which
20 DEFENDANTS failed to accurately record and pay as evidenced by DEFENDANTS' business
21 records and witnessed by employees.

22 101. 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 amount of overtime they worked, PLAINTIFF and the other members of the CALIFORNIA
25 CLASS have suffered and will continue to suffer an economic injury in amounts which are presently
26 unknown to them, and which will be ascertained according to proof at trial.

27 102. DEFENDANTS knew or should have known that PLAINTIFF and the other
28 members of the CALIFORNIA CLASS were undercompensated for their time worked.

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

6 103. 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 of 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.

14 104. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS request
15 recovery of overtime 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 overtime compensation is determined to be
18 owed to the CALIFORNIA CLASS members who have terminated their employment,
19 DEFENDANTS' conduct also violates California Labor Code Sections 201 and/or 202, and
20 therefore these individuals are also be entitled to waiting time penalties under California Labor
21 Code 203, which penalties are sought herein. DEFENDANTS' conduct as alleged herein was
22 willful, intentional, and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS
23 members are entitled to seek and recover statutory costs.

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1 **FOURTH CAUSE OF ACTION**

2 **Failure To Provide Accurate Itemized Statements**

3 **(Cal. Lab. Code § 226)**

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

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

8 106. California Labor Code Section 226 provides that an employer must furnish
9 employees with an “accurate itemized” statement in writing showing:

- 10 a. Gross wages earned,
- 11 b. total hours worked by the employee, except for any employee whose compensation
12 is solely based on a salary and who is exempt from payment of overtime under
13 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
14 Commission,
- 15 c. the number of piece-rate units earned and any applicable piece rate if the employee
16 is paid on a piece-rate basis,
- 17 d. all deductions, provided that all deductions made on written orders of the employee
18 may be aggregated and shown as one item,
- 19 e. net wages earned,
- 20 f. the inclusive dates of the period for which the employee is paid,
- 21 g. the name of the employee and his or her social security number, except that by
22 January 1, 2008, only the last four digits of his or her social security number of an
23 employee identification number other than social security number may be shown on
24 the itemized statement,
- 25 h. the name and address of the legal entity that is the employer, and
- 26 i. all applicable hourly rates in effect during the pay period and the corresponding
27 number of hours worked at each hourly rate by the employee.
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1 107. When PLAINTIFF and other CALIFORNIA CLASS members were not paid for
2 all hours worked, DEFENDANTS violated California Labor Code Section 226 in that
3 DEFENDANTS failed to provide PLAINTIFF and other CALIFORNIA CLASS members with
4 complete and accurate wage statements which failed to show, among other things, all deductions,
5 the accurate gross wages earned, net wages earned, the total hours worked and all applicable hourly
6 rates in effect during the pay period and the corresponding amount of time worked at each hourly
7 rate.

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

11 109. DEFENDANTS knowingly and intentionally failed to comply with California Labor
12 Code Section 226(a)(1)-(9), causing injury and damages to PLAINTIFF and the other members of
13 the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended
14 calculating the amount of employment taxes which were not properly paid to state and federal tax
15 authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other members
16 of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for
17 the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each
18 violation in a subsequent pay period pursuant to California Labor Code Section 226, in an amount
19 according to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00)
20 for PLAINTIFF and each respective member of the CALIFORNIA CLASS herein).

21 **FIFTH CAUSE OF ACTION**

22 **Failure To Pay Wages When Due**

23 **(Cal. Lab. Code § 203)**

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

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

28 111. California Labor Code Section 200 provides that:

As used in this article:

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

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

113. California Labor Code Section 202 provides, in relevant part, that:
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 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 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 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 of the notice of quitting.

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

115. California Labor Code Section 203 provides:
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 employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

116. The employment of PLAINTIFF and many CALIFORNIA CLASS members terminated, and DEFENDANTS have not tendered payment of wages to these employees, as required by law.

117. Therefore, as provided by California Labor Code Section 203, on behalf of themselves and the members of the CALIFORNIA CLASS whose employment has ended, PLAINTIFF demands up to thirty (30) days of pay as penalty for not paying all wages due at time of termination for all employees who terminated employment during the CLASS PERIOD and

1 demand an accounting and payment of all wages due, plus interest and statutory costs as allowed
2 by law.

3 **SIXTH CAUSE OF ACTION**

4 **Failure To Reimburse Employees for Required Expenses**

5 **(Cal. Lab. Code §§ 2802)**

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

7 118. 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.

10 119. California Labor Code Section 2802 provides, in relevant part, that:
11 An employer shall indemnify his or her employee for all necessary expenditures or
12 losses incurred by the employee in direct consequence of the discharge of his or her
13 duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them to
be unlawful.

14 120. From time to time during the CLASS PERIOD, DEFENDANTS violated California
15 Labor Code Section 2802, by failing to indemnify and reimburse PLAINTIFF and the
16 CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties
17 for DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFF and the
18 CALIFORNIA CLASS members for expenses which included, but were not limited to, the use of
19 their personal cell phones, home internet services, and purchase and maintenance of their remote
20 work equipment (such as computers, monitors, chairs, and desks), all on behalf of and for the
21 benefit of DEFENDANTS. Specifically, DEFENDANTS required PLAINTIFF and other
22 CALIFORNIA CLASS members to use their personal cell phones, home internet services, and
23 purchase and maintain their remote work equipment (such as computers, monitors, chairs, and
24 desks), to execute their essential job duties on behalf of DEFENDANTS. DEFENDANTS'
25 uniform policy, practice and procedure was to not reimburse PLAINTIFF and the CALIFORNIA
26 CLASS members for expenses resulting from the use of their personal cell phones, home internet
27 services, and purchase and maintenance of their remote work equipment (such as computers,
28 monitors, chairs, and desks), within the course and scope of their employment for DEFENDANTS.

1 These expenses were necessary to complete their principal job duties. DEFENDANTS are
2 estopped by DEFENDANTS' conduct to assert any waiver of this expectation. Although these
3 expenses were necessary expenses incurred by PLAINTIFF and the CALIFORNIA CLASS
4 members, DEFENDANTS failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA
5 CLASS members for these expenses as an employer is required to do under the laws and
6 regulations of California.

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

11 **SEVENTH CAUSE OF ACTION**

12 **Failure To Permit Inspection of Employee Records**

13 **(Cal. Lab. § 1198.5)**

14 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

18 123. Labor Code § 1198.5 states that employees (and former employees) have the right
19 to inspect personnel records maintained by the employer "related to the employee's performance
20 or to any grievance concerning the employee." Employers must allow inspection or copying
21 within thirty (30) days of the request.

22 124. On March 13, 2025, PLAINTIFF caused written requests via certified mail to be
23 delivered to DEFENDANTS for PLAINTIFF'S personnel and employment records, including
24 but not limited to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; and (4)
25 PLAINTIFF'S complete employment file.

26 125. DEFENDANTS failed to provide and/or make available to PLAINTIFF their
27 personnel records, payroll records, employment contract, and entire employment file within thirty
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1 (30) days of their requests stated above. In fact, as of the date of filing of this complaint,
2 DEFENDANT has still failed to pay PLAINTIFF the statutory penalty in the amount of \$750.

3 126. PLAINTIFF is now entitled to and requests injunctive relief to obtain compliance
4 with Cal. Lab. Code Section 1198.5, a statutory penalty, and an award of attorneys' fees and costs
5 for bringing this action.

6 **PRAYER FOR RELIEF**

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

9 1. On behalf of the CALIFORNIA CLASS:

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

20 2. On behalf of the CALIFORNIA CLASS:

- 21 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, and Seventh Causes
22 of Action asserted by the CALIFORNIA CLASS as a class action pursuant to
23 California Code of Civil Procedure Section 382;
24 b. Compensatory damages, according to proof at trial, including compensatory
25 damages for overtime compensation due to PLAINTIFF and the other members of
26 the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest
27 thereon at the statutory rate;
28 c. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in

1 which a violation occurs and one hundred dollars (\$100) per each member of the
2 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding
3 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for
4 violation of California Labor Code Section 226;

5 d. The wages of all terminated employees from the CALIFORNIA CLASS as a
6 penalty from the due date thereof at the same rate until paid or until an action
7 therefore is commenced, in accordance with California Labor Code Section 203.

8 e. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
9 CLASS incurred in the course of their job duties, plus interest, and costs of suit.

10 3. On the Seventh Cause of Action

11 a. For an award of statutory damages as plead pursuant to Labor Code § 1198.5


12 b. For an injunction compelling production of Plaintiff's employment records
13 pursuant to Labor Code §1198.5.

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4. On all claims:
- a. An award of interest, including prejudgment interest at the legal rate;
 - b. Such other and further relief as the Court deems just and equitable; and
 - c. An award of penalties, attorneys’ fees, and costs of suit, as allowable under the law, including and pursuant to, but not limited to, California Labor Code Sections 218.5, 226, 246 and/or 1194.

DATED: September 4, 2025

JCL LAW FIRM, APC
By: 
Jean-Claude Lapuyade, Esq.
Attorney for PLAINTIFF

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DEMAND FOR A JURY TRIAL

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

DATED: September 4, 2025

JCL LAW FIRM, APC

By: 

Jean-Claude Lapuyade, Esq.
Attorney for PLAINTIFF