

SUMMONS

(CITACION JUDICIAL)

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

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
9/15/2026 9:46:40 PM

Clerk of the Superior Court
By M. Clemens ,Deputy Clerk

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

ARBOR E&T, LLC dba EQUUS WORKFORCE SOLUTIONS, a Kentucky limited liability company;
and DOES 1-50, Inclusive,

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

DGANIT DRORI, an individual, on behalf of Plaintiff, and on behalf of all persons similarly situated,

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 Superior Court

North County Courthouse - 325 South Melrose Drive, Vista, CA 92081

CASE NUMBER:
(Número del Caso):

26CU049696N

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):

Jennifer Gerstenzang, Esq.; Zakay Law Group, APLC - 3110 Camino Del Rio S, Suite 308, San Diego, CA 92108; T:(619) 255-9047

DATE: 09/18/2026

(Fecha)

Clerk, by

(Secretario)

M. Clemens

, Deputy

(Adjunto)

M. Clemens

(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):

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
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Attorneys for PLAINTIFF

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Superior Court of California,
County of San Diego
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Clerk of the Superior Court
By M. Clemens ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

DGANIT DRORI, an individual, on behalf of
Plaintiff, and on behalf of all persons similarly
situated,

Plaintiff,

v.

ARBOR E&T, LLC dba EQUUS
WORKFORCE SOLUTIONS, a Kentucky
limited liability company; and DOES 1-50,
Inclusive,

Defendants.

Case No: 26CU049696N

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.

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9) FAILURE TO PERMIT INSPECTION OF
EMPLOYEE RECORDS IN VIOLATION
OF CAL. LAB. CODE §§ 226, 432, 1198.5
AND THE APPLICABLE IWC WAGE
ORDER.

DEMAND FOR A JURY TRIAL

PLAINTIFF DGANIT DRORI (“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 ARBOR E&T, LLC dba EQUUS WORKFORCE SOLUTIONS
 (“DEFENDANT” and/or “DEFENDANTS”) is a Kentucky limited liability company that at all
 relevant times mentioned herein conducted and continues to conduct substantial and regular
 business throughout California.

2. DEFENDANTS provide workforce development and career services in California,
 including in the County of San Diego, where PLAINTIFF worked.

3. PLAINTIFF was employed by DEFENDANTS in California from July of 2020 to
 April of 2026, as a misclassified exempt employee.

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

5. PLAINTIFF brings this Class Action on behalf of herself and a California class,
 defined as all persons who are or previously were employed by DEFENDANTS in California and
 classified as exempt employees (the “CALIFORNIA CLASS”) at any time beginning four (4)
 years prior to the filing of the original Complaint and ending on the date as determined by the
 Court (“CLASS PERIOD”). The members of the class are so numerous that joinder of all class
 members is impractical. PLAINTIFF reserves the right to amend the class definition before the
 Court determines whether class certification is appropriate, or thereafter upon leave of Court. The

1 amount in controversy for the aggregate claim of the CALIFORNIA CLASS Members is under
2 five million dollars (\$5,000,000.00).

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

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

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

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

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

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

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

21 **JURISDICTION AND VENUE**

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

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

3 **THE CONDUCT**

4 **A. Violations for Misclassification of Exempt Employees**

5 15. To qualify as an exempt employee, California requires that an employee must be
6 “primarily engaged in the duties that meet the test of the exemption” and “earns a monthly salary
7 equivalent to no less than two times the state minimum wage for full-time employment.” Labor
8 Code § 515. This forms the two-part test the employers must establish to properly exempt its
9 employees from overtime laws: (1) the salary basis test and (2) the duties test.

10 16. For example, on January 1, 2022, the minimum wage in the State of California
11 increased to \$15.00 per hour for employers. Thus, based on a forty (40) hour workweek, the
12 minimum salary for California exempt employees employed by employers with at least twenty-six
13 (26) employees in 2022, is \$62,400. On January 1, 2023, the minimum wage in the State of
14 California increased to \$15.50 per hour for employers. Thus, based on a forty (40) hour workweek,
15 the minimum salary for California exempt employees employed by employers with at least twenty-
16 six (26) employees in 2023, is \$64,480. On January 1, 2024, the minimum wage in the State of
17 California increased to \$16.00 per hour for employers. Thus, based on a forty (40) hour workweek,
18 the minimum salary for California exempt employees employed by employers with at least twenty-
19 six (26) employees in 2024, is \$66,560. On January 1, 2025, the minimum wage in the State of
20 California increased to \$16.50 per hour for employers. Thus, based on a forty (40) hour workweek,
21 the minimum salary for California exempt employees employed by employers with at least twenty-
22 six (26) employees in 2025, is \$68,640. On January 1, 2026, the minimum wage in the State of
23 California increased to \$16.90 per hour for employers. Thus, based on a forty (40) hour workweek,
24 the minimum salary for California exempt employees employed by employers with at least twenty-
25 six (26) employees in 2026, is \$70,304.

26 17. Throughout PLAINTIFF’S employment, DEFENDANTS employed PLAINTIFF in
27 various positions. DEFENDANTS improperly classified those positions as exempt from overtime
28 laws and other laws governing the employment of non-exempt employees.

1 18. At all times during the CLASS PERIOD, DEFENDANTS failed to compensate
2 PLAINTIFF and the other members of the CALIFORNIA CLASS, with an annual salary of at least
3 two times the state minimum wage for full-time employment by employers with at least twenty-six
4 employees. Plaintiff earned an annual salary below the threshold from 2022 to 2026 to meet the
5 test of exemption.

6 19. At all times during the CLASS PERIOD, PLAINTIFF and the other members of the
7 CALIFORNIA CLASS primarily performed non-exempt job duties and were not primarily engaged
8 in duties that meet the test of the exemption, but were nevertheless classified by DEFENDANTS
9 as exempt. PLAINTIFF and the other members of the CALIFORNIA CLASS engaged in a finite
10 set of tasks and had no power to exercise any independent judgment and/or discretion. More
11 specifically, DEFENDANTS' policy, practice and procedure restrained PLAINTIFF and the other
12 members of the CALIFORNIA CLASS from evaluating possible courses of action and
13 implementing decisions based on their independent judgment and discretion. In other words, in
14 exercising their duties, PLAINTIFF and the other members of the CALIFORNIA CLASS lacked
15 any power to make any independent choice free from immediate supervision and with respect to
16 matters of significance. PLAINTIFF and other members of the CALIFORNIA CLASS did not
17 exercise the requisite discretion or independent judgment in the training or supervision of
18 employees based on the constraints, direction and control imposed by DEFENDANTS.

19 20. At all times during the CLASS PERIOD, PLAINTIFF and the other members of the
20 CALIFORNIA CLASS did not have the authority to hire, fire, or promote employees, determine
21 their pay rates or benefits, or give raises, or otherwise make employment-related, personnel
22 decisions. Consequently, PLAINTIFF and the other members of the CALIFORNIA CLASS did not
23 have the authority to decide whether or not an employee should be disciplined for an infraction.
24 Disciplinary decisions were made by other departments, or dictated by company policies. Overall,
25 recommendations made by PLAINTIFF and the other members of the CALIFORNIA CLASS were
26 given no weight on all the above issues. As a result, as PLAINTIFF and the other members of the
27 CALIFORNIA CLASS were engaged in a type of work that required no exercise of independent
28 judgment or discretion as to any matter of significance. Moreover, PLAINTIFF and the other

1 members of the CALIFORNIA CLASS were engaged in a type of work unrelated to management
2 policies.

3 21. Further, the work schedule for PLAINTIFF and the other members of the
4 CALIFORNIA CLASS were set by DEFENDANTS. Typically, PLAINTIFF and other members
5 of the CALIFORNIA CLASS, regularly worked in excess of eight (8) hours in a workday and more
6 than forty (40) hours in a workweek. Nevertheless, DEFENDANTS never provided PLAINTIFF
7 and the other members of the CALIFORNIA CLASS with overtime compensation and other
8 benefits for the overtime hours worked as required by law due to DEFENDANTS' improper
9 treatment.

10 22. As a matter of company policy, practice, and procedure, DEFENDANTS have
11 unlawfully, unfairly and/or deceptively treated PLAINTIFF and the other members of the
12 CALIFORNIA CLASS as exempt employees, failed to pay the required overtime compensation
13 and otherwise failed to comply with all applicable labor laws with respect to PLAINTIFF and the
14 other members of the CALIFORNIA CLASS.

15 23. By reason of this uniform exemption practice, policy and procedure applicable to
16 PLAINTIFF, DEFENDANTS committed acts of unfair competition in violation of the California
17 Unfair Competition law, Cal. Bus. & Prof. Code § 17200 (the "UCL"), by engaging in a company-
18 wide policy, practice and procedure which failed to properly classify PLAINTIFF and the other
19 members of the CALIFORNIA CLASS and thereby failed to pay them overtime wages for
20 documented overtime hours worked.

21 24. The proper classification of PLAINTIFF and the other members of the
22 CALIFORNIA CLASS is DEFENDANTS' burden. DEFENDANTS had no business policy,
23 practice, or procedure to ensure that PLAINTIFF and the other members of the CALIFORNIA
24 CLASS were properly classified as exempt, and in fact, as a matter of corporate policy erroneously
25 and unilaterally classified misclassified as exempt based on job title alone. As a result of
26 DEFENDANTS' intentional disregard of the obligation to meet this burden, DEFENDANTS failed
27 to pay all required overtime compensation for work performed by PLAINTIFF and the other
28 members of the CALIFORNIA CLASS and violated the California Labor Code and regulations

1 promulgated thereunder as herein alleged.

2 25. Additionally, DEFENDANTS failed to provide all the legally required off-duty meal
3 and rest breaks to PLAINTIFF and the other members of the CALIFORNIA CLASS, as required
4 by the applicable Wage Order and Labor Code. As a result of its willful misclassification,
5 DEFENDANTS did not have a practice of providing meal and rest breaks to PLAINTIFF and the
6 other members of the CALIFORNIA CLASS. DEFENDANTS' failure to provide PLAINTIFF and
7 other members of the CALIFORNIA CLASS with legally required meal and rest breaks is
8 evidenced by DEFENDANTS' business records which contain no record of these breaks.

9 26. In violation of the applicable sections of the California Labor Code and the
10 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a
11 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically
12 failed to provide legally compliant meal and rest periods, failed to accurately compensate
13 PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest periods,
14 failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked,
15 failed to compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for off-the-
16 clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS
17 overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and the other members
18 of the CALIFORNIA CLASS meal and rest premiums at the regular rate of pay, failed to pay
19 PLAINTIFF and the other members of the CALIFORNIA CLASS redeemed sick pay at the regular
20 rate of pay, failed to reimburse PLAINTIFF and the other members of the CALIFORNIA CLASS
21 for business expenses, and failed to issue to PLAINTIFF and the other members of the
22 CALIFORNIA CLASS with accurate itemized wage statements showing, among other things, all
23 applicable hourly rates in effect during the pay periods and the corresponding amount of time
24 worked at each hourly rate. DEFENDANTS' uniform policies and practices are intended to
25 purposefully avoid the accurate and full payment for all time worked as required by California law
26 which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who
27 comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA
28 CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

1 **A. Meal Period Violations**

2 27. Pursuant to the Industrial Welfare Commission Wage Orders, and as a result
3 DEFENDANTS' misclassification of PLAINTIFF and CALIFORNIA CLASS members as
4 exempt, DEFENDANTS were required to pay PLAINTIFF and CALIFORNIA CLASS members
5 for all their time worked, meaning the time during which an employee is subject to the control of
6 an employer, including all the time the employee is suffered or permitted to work. From time to
7 time during the CLASS PERIOD, as a result DEFENDANTS' misclassification of PLAINTIFF and
8 CALIFORNIA CLASS members as exempt, DEFENDANTS required PLAINTIFF and
9 CALIFORNIA CLASS members to work without paying them for all the time they were under
10 DEFENDANTS' control. Indeed, there were many days where PLAINTIFF did not even receive
11 a partial lunch. As a result, PLAINTIFF and other CALIFORNIA CLASS members forfeited
12 minimum wage and overtime compensation by regularly working without their time being
13 accurately recorded and without compensation at the applicable minimum wage and overtime rates.
14 DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA
15 CLASS members for all time worked is evidenced by DEFENDANTS' business records.

16 28. From time to time during the CLASS PERIOD, as a result of their rigorous work
17 schedules and DEFENDANTS' inadequate staffing practices, and as a result DEFENDANTS'
18 misclassification of PLAINTIFF and CALIFORNIA CLASS members as exempt PLAINTIFF and
19 other CALIFORNIA CLASS members are from time to time unable to take thirty (30) minute off-
20 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
21 CALIFORNIA CLASS members are required to perform work as ordered by DEFENDANTS for
22 more than five (5) hours during some shifts without receiving a meal break. Further,
23 DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS members with a second
24 off-duty meal period for some workdays in which these employees are required by DEFENDANTS
25 to work ten (10) hours of work. The nature of the work performed by PLAINTIFF and other
26 CALIFORNIA CLASS members does not qualify for the limited and narrowly construed "on-duty"
27 meal period exception. When they were provided with meal periods, PLAINTIFF and other
28 CALIFORNIA CLASS members were, from time to time, required to remain on duty and on call.

1 Further, DEFENDANTS from time to time required PLAINTIFF and other CALIFORNIA CLASS
2 members to maintain cordless communication devices in order to receive and respond to work-
3 related communications during what was supposed to be their off-duty meal breaks.
4 DEFENDANTS' failure to provide PLAINTIFF and the CALIFORNIA CLASS members with
5 legally required meal breaks is evidenced by DEFENDANTS' business records. As a result of their
6 rigorous work schedules and DEFENDANTS' inadequate staffing, and as a result DEFENDANTS'
7 misclassification of PLAINTIFF and CALIFORNIA CLASS members as exempt, PLAINTIFF and
8 other members of the CALIFORNIA CLASS therefore forfeit meal breaks without additional
9 compensation and in accordance with DEFENDANTS' strict corporate policy and practice.

10 **B. Rest Period Violations**

11 29. From time to time during the CLASS PERIOD, as a result DEFENDANTS'
12 misclassification of PLAINTIFF and CALIFORNIA CLASS members as exempt, PLAINTIFF and
13 other CALIFORNIA CLASS members were also required to work in excess of four (4) hours
14 without being provided ten (10) minute rest periods as a result of their rigorous work requirements
15 and DEFENDANTS' inadequate staffing. Further, for the same reasons, these employees were
16 denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
17 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes for
18 some shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and
19 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
20 time to time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA
21 CLASS members were, from time to time, required to remain on duty and/or on call. Further,
22 DEFENDANTS from time to time required PLAINTIFF and other CALIFORNIA CLASS
23 members to maintain cordless communication devices in order to receive and respond to work-
24 related communications during what was supposed to be their off-duty rest breaks. PLAINTIFF
25 and other CALIFORNIA CLASS members were also not provided with one-hour wages *in lieu*
26 thereof. As a result of their rigorous work schedules and DEFENDANTS' inadequate staffing, and
27 as a result DEFENDANTS' misclassification of PLAINTIFF and CALIFORNIA CLASS members
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1 as exempt, PLAINTIFF and other CALIFORNIA CLASS members were from time to time denied
2 their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

3 **C. Unreimbursed Business Expenses**

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

15 31. In the course of their employment, DEFENDANTS required PLAINTIFF and other
16 CALIFORNIA CLASS members to incur personal expenses for the use of their personal cell
17 phones and work-related travel expenses, as a result of and in furtherance of their job duties.
18 Specifically, PLAINTIFF and other CALIFORNIA CLASS members were required to use their
19 personal cell phones and work-related travel expenses, 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 and work-related travel expenses. As a
22 result, in the course of their employment with DEFENDANTS, the PLAINTIFF and other
23 CALIFORNIA CLASS members incurred unreimbursed business expenses that included, but were
24 not limited to, costs related to the use of their personal cell phones and work-related travel
25 expenses, all on behalf of and for the benefit of DEFENDANTS.

26 **D. Wage Statement Violations**

27 32. California Labor Code Section 226 required an employer to furnish its employees
28 an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours

1 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
2 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
3 name of the employee and only the last four digits of the employee's social security number or an
4 employee identification number other than a social security number, (8) the name and address of
5 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
6 period and the corresponding number of hours worked at each hourly rate by the employee.

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

15 34. Further, DEFENDANTS from time to time failed to provide PLAINTIFF and the
16 CALIFORNIA CLASS Members with wage statements that provide the accurate name and address
17 of the legal entity that is the employer, in violation of California Labor Code section 226(a)(8).

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

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

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

26 37. During the CLASS PERIOD, as a result DEFENDANTS' misclassification of
27 PLAINTIFF and CALIFORNIA CLASS members as exempt, from time-to-time DEFENDANTS
28

1 failed and continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA
2 CLASS for all hours worked.

3 38. During the CLASS PERIOD, as a result DEFENDANTS' misclassification of
4 PLAINTIFF and CALIFORNIA CLASS members as exempt, from time-to-time DEFENDANTS
5 required PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or
6 post-shift work, including but not limited to, sending and receiving work-related communications.
7 This resulted in PLAINTIFF and other CALIFORNIA CLASS members having to work while off-
8 the-clock.

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

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

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

18 42. PLAINTIFF and the other members of the CALIFORNIA CLASS were supposed
19 to be classified as non-exempt employees, subject to the requirements of the California Labor Code.

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

25 44. DEFENDANTS knew or should have known that PLAINTIFF'S and the other
26 CALIFORNIA CLASS members' off-the-clock work was compensable under the law.

27 45. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
28 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control, and benefit

1 for the time spent working while off-the-clock, including but not limited to, sending and receiving
2 work-related communications. DEFENDANTS' uniform policy and practice to not pay
3 PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked in
4 accordance with applicable law is evidenced by DEFENDANTS' business records.

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

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

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

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

27 49. However, from time to time, when calculating the regular rate of pay in those pay
28 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double

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

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

26 **G. Unlawful Deductions**

27 51. DEFENDANTS, from time-to-time, unlawfully deducted wages from
28 PLAINTIFF'S and CALIFORNIA CLASS members' pay without explanations and without

1 authorization to do so or notice to PLAINTIFF and the CALIFORNIA CLASS members. As a
2 result, DEFENDANTS violated Labor Code Section 221.

3 **H. Timekeeping Manipulation**

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

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

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

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

1 **I. Unlawful Rounding Practices**

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

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

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

21 58. Pursuant to California Labor Code Section 204, PLAINTIFF and the CALIFORNIA
22 CLASS members were entitled to timely payment of wages during their employment. PLAINTIFF
23 and the CALIFORNIA CLASS members, from time to time, did not receive payment of all wages,
24 including, but not limited to, overtime wages, minimum wages, meal period premium wages, and
25 rest period premium wages within the permissible time period.

26 59. Pursuant to California Labor Code Section 201, "If an employer discharges an
27 employee, the wages earned and unpaid at the time of discharge are due and payable immediately."
28 Pursuant to California Labor Code Section 202, if an employee quits his or her employment, "his

1 or her wages shall become due and payable not later than 72 hours thereafter, unless the employee
2 has given 72 hours previous notice of his or her intention to quit, in which case the employee is
3 entitled to his or her wages at the time of quitting.” PLAINTIFF and the CALIFORNIA CLASS
4 members were, from time to time, not timely provided the wages earned and unpaid at the time of
5 their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201
6 and 202.

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

10 **K. Sick Pay Violations**

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

19 62. California Labor Code Section 246(i) requires an employer to furnish its employees
20 with written wage statements setting forth the amount of paid sick leave available. From time to
21 time, DEFENDANTS violated California Labor Code Section 246 by failing to furnish PLAINTIFF
22 and other members of the CALIFORNIA CLASS with wage statements setting forth the amount of
23 paid sick leave available.

24 **L. Reporting Time Violations**

25 63. Further, DEFENDANTS from time to time required PLAINTIFF and other
26 CALIFORNIA CLASS Members to report to work, but were furnished less than half their
27 scheduled shift’s worth of work and were not paid reporting time pay as required by Cal. Code
28 Regs., tit. 8 § 11040, subdivision(A). Specifically, Subdivision 5(A) states, “(A) Each workday an

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

13 **M. Failure to Provide Personnel Files**

14 64. On March 26, 2026 and May 6, 2026, PLAINTIFF caused written requests via
15 certified mail to be delivered to DEFENDANTS for PLAINTIFF’S personnel and employment
16 records, including but not limited to: (1) payroll records; (2) employment contracts; (3) itemized
17 pay stubs; (4) time records; and (5) PLAINTIFF’S complete employment file.

18 65. DEFENDANTS failed to provide and/or make available to PLAINTIFF their
19 personnel records, payroll records, time records, employment contract, and entire employment file
20 within thirty (30) days of their requests stated above. In fact, as of the date of filing of this
21 complaint, DEFENDANTS have still failed to pay PLAINTIFF the statutory penalty in the amount
22 of \$750 pursuant to California Labor Code Sections 226 and 1198.5. DEFENDANTS violated
23 California Labor Code Sections 226, 432, and 1198.5 and the applicable IWC Wage Order by
24 failing to respond and provide PLAINTIFF with their employment file. Labor Code Section 226(b)
25 requires employers to make payroll records available to employees upon reasonable request. Labor
26 Code Section 226(c) further requires that the employer comply with the request for records as soon
27 as practicable, but no later than twenty-one (21) calendar days from the date of request. Labor Code
28 Section 226(f) entitles employees to recover civil penalties of \$750 against an employer who
violates these requirements. Labor Code Section 432 also entitles an employee to receive copies of
any signed documents related to the obtaining or holding of employment. Finally, pursuant to the

1 applicable Industrial Welfare Commission wage orders, DEFENDANTS are required to maintain
2 accurate records for employees, including time records, and such records must be made readily
3 available for inspection by the employee upon a reasonable request. Section 1198.5 states that
4 employees (and former employees) have the right to inspect personnel records maintained by the
5 employer “related to the employee’s performance or to any grievance concerning the employee.”
6 Employers must allow inspection or copying within thirty (30) days of the request. As a result,
7 PLAINTIFF is now entitled to and requests injunctive relief to obtain compliance with California
8 Labor Code Sections 226, 432, 1198.5 and the applicable IWC Wage Orders, and applicable
9 statutory penalties and an award of attorneys’ fees and costs for bringing this action.

10 66. Specifically, as to PLAINTIFF, PLAINTIFF was misclassified as an exempt
11 employee by DEFENDANTS and, as a result, was from time to time unable to take off-duty meal
12 and rest breaks and was not fully relieved of duty for their rest and meal periods. PLAINTIFF was
13 required to perform work as ordered by DEFENDANTS for more than five (5) hours during a shift
14 without receiving an off-duty meal break. Further, DEFENDANTS failed to provide PLAINTIFF
15 with a second off-duty meal period each workday in which she was required by DEFENDANTS
16 to work ten (10) hours of work. As a result of DEFENDANTS’ misclassification of PLAINTIFF
17 as an exempt employee, PLAINTIFF was required to remain on-duty and on-call for the rest break.
18 DEFENDANTS’ policy caused PLAINTIFF to remain on-call and on-duty during what was
19 supposed to be their off-duty meal periods. As a result of DEFENDANTS’ misclassification of
20 PLAINTIFF as an exempt employee, PLAINTIFF therefore forfeited meal and rest breaks without
21 additional compensation and in accordance with DEFENDANTS’ strict corporate policy and
22 practice. Moreover, DEFENDANTS also provided PLAINTIFF with paystubs that failed to
23 comply with California Labor Code Section 226. Further, DEFENDANTS also failed to reimburse
24 PLAINTIFF for required business expenses related to the personal expenses incurred for the use
25 of her personal cell phone and work-related travel expenses, on behalf of and in furtherance of her
26 employment with DEFENDANTS. Additionally, DEFENDANTS failed to provide and/or make
27 available to PLAINTIFF their personnel records, payroll records, time records, employment
28 contracts, and entire employment file within thirty (30) days of all their requests on March 26,

1 2026 and May 6, 2026. To date, as a result of DEFENDANTS' misclassification of PLAINTIFF
2 as an exempt employee, DEFENDANTS have not fully paid PLAINTIFF the minimum, overtime
3 and double time compensation still owed to her, or any penalty wages owed to her under California
4 Labor Code Section 203. The amount in controversy for PLAINTIFF individually does not exceed
5 the sum or value of \$75,000.

6 **CLASS ACTION ALLEGATIONS**

7 67. PLAINTIFF brings this Class Action on behalf of herself and a California class,
8 defined as all persons who are or previously were employed by DEFENDANTS in California and
9 classified as exempt employees (the "CALIFORNIA CLASS") at any time beginning four (4)
10 years prior to the filing of the original Complaint and ending on the date as determined by the
11 Court ("CLASS PERIOD"). The members of the classes are so numerous that joinder of all class
12 members is impractical. PLAINTIFF reserves the right to amend the class definition before the
13 Court determines whether class certification is appropriate, or thereafter upon leave of Court. The
14 amount in controversy for the aggregate claim of the CALIFORNIA CLASS Members is under
15 five million dollars (\$5,000,000.00).

16 68. 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 69. The members of the class are so numerous that joinder of all class members is
24 impractical.

25 70. 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
28

1 failing to provide the PLAINTIFF and the other members of the CALIFORNIA
2 CLASS with the legally required meal and rest periods.

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

5 72. PLAINTIFF'S 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 73. PLAINTIFF will fairly and adequately represent and protect the interests of the
8 CALIFORNIA CLASS members.

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

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

13 76. 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 77. 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 78. 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:
27
28

1 83. 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, 515, 558, 1194, 1197, 1197.1, 1198,
5 and 2802, for which this Court should issue declaratory and other equitable relief pursuant to
6 California Business and Professions Code Section 17203 as may be necessary to prevent and
7 remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully
8 withheld.

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

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

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

27 87. By the conduct alleged herein, DEFENDANTS' practices were also unfair and
28 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide

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 88. 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 89. 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 90. 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 91. 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 92. 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 93. 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 94. 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 95. 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 96. 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 97. 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 98. 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 99. 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.

6 100. 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.

10 101. 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.

16 102. 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.

19 103. 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.

22 104. 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.

27 105. 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.

6 106. 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.

14 107. 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 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.

5 115. 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.

11 116. 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.

14 117. 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.

22 118. 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.

25 119. 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.

4 120. 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.

9 121. 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.

16 122. 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.

24 123. 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 entitled to waiting time penalties under California Labor Code
3 203, which penalties are sought herein. DEFENDANTS' conduct as alleged herein was willful,
4 intentional, and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS members
5 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)**

10 124. 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.

13 125. 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.

27 126. 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.

4 127. 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)**

11 128. 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.

14 129. 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.
28

130. 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.

131. 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)

132. 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.

133. 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.

8 134. When DEFENDANTS did not accurately record PLAINTIFF'S 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.

17 135. Further, DEFENDANTS from time to time failed to provide PLAINTIFF and the
18 CALIFORNIA CLASS Members with wage statements that provide the accurate name and address
19 of the legal entity that is the employer, in violation of California Labor Code section 226(a)(8).

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

23 137. DEFENDANTS knowingly and intentionally failed to comply with California Labor
24 Code Section 226(a)(1)-(9), causing injury and damages to PLAINTIFF and the other members of
25 the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended
26 calculating the correct wages for all missed meal and rest breaks and the amount of employment
27 taxes which were not properly paid to state and federal tax authorities. These damages are difficult
28 to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect

1 to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the
2 violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period
3 pursuant to California Labor Code Section 226, in an amount according to proof at the time of trial
4 (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective
5 member of the CALIFORNIA CLASS herein).

6 **SEVENTH CAUSE OF ACTION**

7 **Failure To Pay Wages When Due**

8 **(Cal. Lab. Code § 203)**

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

10 138. 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.

13 139. California Labor Code Section 200 provides that:

14 As used in this article:

- 15 (d) "Wages" includes all amounts for labor performed by employees of every
16 description, whether the amount is fixed or ascertained by the standard of time,
task, piece, commission basis, or other method of calculation.
17 (e) "Labor" includes labor, work, or service whether rendered or performed under
18 contract, subcontract, partnership, station plan, or other agreement if the labor to
be paid for is performed personally by the person demanding payment.

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

22 141. California Labor Code Section 202 provides, in relevant part, that:

23 If an employee not having a written contract for a definite period quits his or her
24 employment, his or her wages shall become due and payable not later than 72 hours
25 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
26 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
27 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
28 of the notice of quitting.

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

3 143. California Labor Code Section 203 provides:

4 If an employer willfully fails to pay, without abatement or reduction, in accordance with
5 Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or
6 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.

7 144. The employment of PLAINTIFF and many CALIFORNIA CLASS members
8 terminated, and DEFENDANTS have not tendered payment of wages to these employees who
9 missed meal and rest breaks, as required by law.

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

16 **EIGHTH CAUSE OF ACTION**

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

18 **(Cal. Lab. Code §§ 2802)**

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

20 146. 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.

23 147. California Labor Code Section 2802 provides, in relevant part, that:

24 An employer shall indemnify his or her employee for all necessary expenditures or
25 losses incurred by the employee in direct consequence of the discharge of his or her
26 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.

27 148. From time to time during the CLASS PERIOD, DEFENDANTS violated California
28 Labor Code Section 2802, by failing to indemnify and reimburse PLAINTIFF and the

1 CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties
2 for DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFF and the
3 CALIFORNIA CLASS members for expenses which included, but were not limited to, the use of
4 their personal cell phones and work-related travel expenses, all on behalf of and for the benefit of
5 DEFENDANTS. Specifically, DEFENDANTS required PLAINTIFF and other CALIFORNIA
6 CLASS members to use their personal cell phones and work-related travel expenses, to execute
7 their essential job duties on behalf of DEFENDANTS. DEFENDANTS' uniform policy, practice
8 and procedure was to not reimburse PLAINTIFF and the CALIFORNIA CLASS members for
9 expenses resulting from the use of their personal cell phones and work-related travel expenses,
10 within the course and scope of their employment for DEFENDANTS. These expenses were
11 necessary to complete their principal job duties. DEFENDANTS are estopped by DEFENDANTS'
12 conduct to assert any waiver of this expectation. Although these expenses were necessary expenses
13 incurred by PLAINTIFF and the CALIFORNIA CLASS members, DEFENDANTS failed to
14 indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for these expenses
15 as an employer is required to do under the laws and regulations of California.

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

20 **NINTH CAUSE OF ACTION**

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

22 **(Cal. Lab. §§ 226, 432, 1198.5 and Applicable IWC Wage Orders)**

23 **(Alleged by PLAINTIFF against all Defendants)**

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

26 151. Labor Code Section 226(b) requires employers to make payroll records available to
27 employees upon reasonable request. Labor Code Section 226(c) further requires that the employer
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1 comply with the request for records as soon as practicable, but no later than twenty-one (21)
2 calendar days from the date of request.

3 152. Labor Code Section 432 also entitles an employee to receive copies of any signed
4 documents related to the obtaining or holding of employment.

5 153. Labor Code § 1198.5 states that employees (and former employees) have the right
6 to inspect personnel records maintained by the employer “related to the employee’s performance
7 or to any grievance concerning the employee.” Employers must allow inspection or copying within
8 thirty (30) days of the request.

9 154. The applicable Industrial Welfare Commission Wage Orders require employers to
10 maintain accurate records for employees, including time records, and such records must be made
11 readily available for inspection by the employee upon a reasonable request.

12 155. On March 26, 2026 and May 6, 2026, PLAINTIFF caused written requests via
13 certified mail to be delivered to DEFENDANTS for PLAINTIFF’S personnel and employment
14 records, including but not limited to: (1) payroll records; (2) employment contracts; (3) itemized
15 pay stubs; (4) time records; and (5) PLAINTIFF’S complete employment file.

16 156. DEFENDANTS failed to provide and/or make available to PLAINTIFF their
17 personnel records, payroll records, employment contract, and entire employment file within thirty
18 (30) days of their requests stated above. In fact, as of the date of filing of this Complaint,
19 DEFENDANTS have still failed to pay PLAINTIFF the statutory penalty in the amount of \$750.

20 157. PLAINTIFF is now entitled to and requests injunctive relief to obtain compliance
21 with California Labor Code Sections 226, 432, 1198.5 and the applicable IWC Wage Orders, and
22 applicable statutory penalties and an award of attorneys’ fees and costs for bringing this action.

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1 **PRAYER FOR RELIEF**

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

4 1. On behalf of the CALIFORNIA CLASS:

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

15 2. On behalf of the CALIFORNIA CLASS:

- 16 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth,
17 Ninth and Tenth Causes of Action asserted by the CALIFORNIA CLASS as a class
18 action pursuant to California Code of Civil Procedure Section 382;
19 b. Compensatory damages, according to proof at trial, including compensatory
20 damages for overtime compensation due to PLAINTIFF and the other members of
21 the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest
22 thereon at the statutory rate;
23 c. Meal and rest period compensation pursuant to California Labor Code Sections
24 226.7, 512 and the applicable IWC Wage Order;
25 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
26 which a violation occurs and one hundred dollars (\$100) per each member of the
27 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding
28 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for

1 violation of California Labor Code Section 226;

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

5 f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
6 CLASS incurred in the course of their job duties, plus interest, and costs of suit.

7 3. On the Ninth Cause of Action

8 a. For an award of statutory damages as pled pursuant to Labor Code §§ 226 and
9 1198.5.

10 b. For an injunction compelling production of PLAINTIFF'S employment records
11 pursuant to Labor Code §§ 226, 432 and 1198.5 and the applicable IWC Wage
12 Order.

13 4. On all claims:

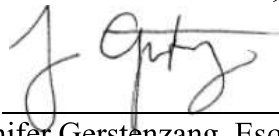
14 a. An award of interest, including prejudgment interest at the legal rate;

15 b. Such other and further relief as the Court deems just and equitable; and

16 c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law,
17 including and pursuant to, but not limited to, California Labor Code Sections 218.5,
18 226, 246 and/or 1194.

19 DATED: September 15, 2026

ZAKAY LAW GROUP, APLC

21 By: 
22 Jennifer Gerstenzang, Esq.

23 Attorney for PLAINTIFF

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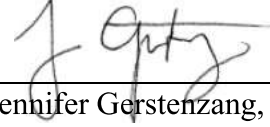
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DEMAND FOR A JURY TRIAL

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

DATED: September 15, 2026

ZAKAY LAW GROUP, APLC

By: 
Jennifer Gerstenzang, Esq.

Attorney for PLAINTIFF