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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

LORI SENATOR, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

INTERNATIONAL FINANCIAL
SOLUTIONS, LLC, a Wyoming Limited
Liability Company; BOOSTIFY MEDIA,
LLC, a California Limited Liability
Company; and DOES 1 through 20, inclusive;

Defendants.

Case No.: 30-2025-01480074-CU-OE-CXC
*[Assigned to Hon. William Cluster, Dept
CX101, for all purposes]*

FIRST AMENDED COMPLAINT

CLASS ACTION CLAIMS

- (1) Failure to Pay Minimum Wages;
- (2) Failure to Pay Overtime Wages;
- (3) Failure to Provide Meal Periods;
- (4) Failure to Provide Rest Breaks;
- (5) Failure to Reimburse Bus. Expenses;
- (6) Failure to Pay Vested Vacation;
- (7) Failure to Timely Pay Final Wages;
- (8) Failure to Provide Accurate Itemized Wage Statements;
- (9) Unfair and Unlawful Competition

PAGA CLAIMS

- (10) Failure to Pay Minimum Wages;
- (11) Failure to Pay Overtime Wages;
- (12) Failure to Provide Meal Periods;
- (13) Failure to Provide Rest Breaks;
- (14) Failure to Reimburse Bus. Expenses;
- (15) Failure to Pay Vested Vacation;
- (16) Failure to Timely Pay Final Wages; and
- (17) Failure to Provide Accurate Itemized Wage Statements;

JURY TRIAL DEMANDED

1 Plaintiff Lori Senator (“Plaintiff”) on behalf of herself, on a representative basis, and on
2 behalf of others similarly situated, complains and alleges as follows.

3 **I. INTRODUCTION AND GENERAL ALLEGATIONS**

4 1. Plaintiff brings this action against her former employer(s), Defendants
5 International Financial Solutions, LLC, Boostify Media, LLC, Maziar Bordbar, Hoda Hajirnia,
6 and DOES 3 through 20, inclusive, (collectively, “Defendants”) on behalf of all current and
7 former nonexempt employees employed by Defendants in California (the “Class” or
8 “Represented Employees”) for Labor Code violations stemming from Defendants’ failure to pay
9 all wages owed, including minimum, regular, and overtime wages, failure to provide meal
10 periods, failure to provide rest breaks, failure to reimburse business expenses, failure to pay all
11 vested vacation owed upon separation of employment, failure to timely pay wages each period
12 and upon separation of employment, and failure to provide accurate itemized wage statements.

13 2. Plaintiff was employed by Defendants from August 2024 through March 2025
14 and alleges on information and belief that the Represented Employees were subjected to the
15 same policies, working conditions, and corresponding wage and hour violations to which
16 Plaintiff was subjected during employment.

17 3. Plaintiff and the Represented Employees were not provided all minimum, regular,
18 and overtime wages due to Defendants’ failure to accurately record and compensate for all hours
19 worked, which led to frequent and reoccurring unpaid compensable time. For example,
20 Defendants frequently required Plaintiff and the Represented Employees to perform pre- and
21 post-shift work without recording such time – leading to unpaid wages. Additionally, Plaintiff
22 and the Represented Employees were required to perform off-the-clock work due to a computer-
23 based timekeeping system that was not accessible until employees completed various boot-up
24 tasks (at the beginning of shifts) and through which employees had to clock out and then perform
25 various shut down tasks (at the end of shifts). The Ninth Circuit confirmed that this is illegal and
26 such tasks must be compensated. *Cadena v. Customer Connexx LLC* (9th Cir. 2022) 51 F.4th 831
27 (booting up and shutting down computers is compensable under the FLSA [and therefore the
28 Labor Code]). Defendants also manipulated the timekeeping entries for Plaintiff and the

1 Represented Employees, leading to the failure to pay for all hours worked. These practices
2 violate California law. *Troester v. Starbucks Corporation* (2018) 5 Cal.5th 829 (California law
3 “do[es] not allow employers to require employees to routinely work for minutes off the clock
4 without compensation”); *Frlekin v. Apple Inc.* (2020) 8 Cal.5th 1038 (tasks are compensable
5 when employee is under company’s control and where the tasks served the employer’s interests).

6 4. Additionally, Plaintiff and the Class often worked more than 8 hours per day
7 and/or 40 hours per week yet did not receive all required overtime compensation on such
8 occasions. Also, at all relevant times, Plaintiff and the Class were compensated on an hourly
9 basis plus additional earned compensation (such as commissions and bonuses). However, when
10 the Class worked overtime hours and earned additional compensation during the same
11 workweek, Defendants failed to properly include these amounts in the calculations for the
12 regular rate of pay – in violation of California law.

13 5. Plaintiff and the Represented Employees were also denied 30-minute off-duty
14 meal periods, as mandated by California law. As a result of Defendants’ policies and practices,
15 the Represented Employees were subjected to meal period violations when they were: (1) unable
16 to take a meal period due to workload, (2) forced to take an on-duty meal period while under the
17 control of Defendants, (3) forced to take a shortened meal period, (4) forced to take a meal
18 period after the 5th hour of work, and (5) not provided mandated second meal periods for shifts
19 in excess of 10 hours.

20 6. Defendants also failed to provide Plaintiff and the Represented Employees with
21 10 minutes of net rest break time for every 4 hours worked, or major fraction thereof, as
22 mandated by California law. Defendants did not schedule rest breaks for Plaintiff and the
23 Represented Employees and the Represented Employees were often not authorized and/or
24 permitted to take mandated rest breaks due to being overwhelmed by their hectic workload.
25 Furthermore, on occasions when Plaintiff and the Represented Employees worked longer shifts,
26 Defendants failed to authorize and/or permit additional mandated rest breaks.

27 7. Moreover, at all relevant times, Defendants required Plaintiff and the Represented
28 Employees to incur necessary business-related expenses and costs without reimbursement,

1 including, but not limited to, using personal cell phones to carry out tasks for Defendants.

2 8. Also, at all relevant times, Defendants utilized a policy and practice through
3 which Plaintiff and the Represented Employees accrued vacation and/or paid time off hours
4 (collectively, “vacation hours”). California law, specifically Labor Code § 227.3, requires
5 Defendants to pay all accrued and unused vacation hours upon separation of employment at the
6 final rate of pay. However, Defendants failed to pay all accrued and unused vacation hours to
7 the Represented Employees upon separation of employment. And, for vacation hours that
8 Defendants *did* pay, Defendants failed to calculate and pay for said hours at the “final rate” of
9 pay as required by Labor Code § 227.3.

10 9. Plaintiff further alleges that she and the Represented Employees were not paid all
11 wages due and owing each pay period (Labor Code § 204) and upon separation of employment
12 within the time required by Labor Code §§ 201 – 203. Plaintiff further alleges that Defendants
13 engaged in the practice of failing to pay all wages due and owing to Plaintiff and the Represented
14 Employees at the time their employment ended with Defendants, including, but not limited to
15 minimum, regular, and overtime wages, wage premiums, vacation and sick wages, among others.

16 10. Plaintiff further alleges that Defendants failed to provide accurate itemized wage
17 statements that fully complied with the requirements of Labor Code § 226(a).

18 11. Plaintiff alleges that Defendants’ violations of the wage and hour components of
19 the Labor Code and IWC Wage Orders enabled them to decrease expenses and to increase their
20 level of productivity and profits, thereby allowing Defendants to gain an unfair advantage over
21 its competitors.

22 12. At all material times, Defendants and DOES 1 through 20 were and/or are the
23 Represented Employees’ employers or persons acting on behalf of the Represented Employees’
24 employer, within the meaning of California Labor Code § 558, who violated or caused to be
25 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating
26 hours and days of work in an IWC Wage Order and, as such, are subject to penalties for each
27 underpaid employee as set forth in Labor Code § 558 and under California law.
28

1 13. Plaintiff brings this lawsuit seeking declaratory, equitable, and monetary relief
2 against Defendants and each of them, on behalf of herself and the Represented Employees to
3 recover, among other things, unpaid wages and benefits, interest, attorneys' fees, penalties, costs
4 and expenses pursuant to California Labor Code §§ 200, 201, 202, 203, 204, 210, 218.6, 226,
5 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199,
6 and 2802, among possibly other sections inadvertently omitted. Plaintiff also reserves the right
7 to name additional representatives throughout the State of California.

8 **II. JURISDICTION**

9 14. This Court has jurisdiction over the claims for relief of Plaintiff and the
10 Represented Employees pursuant to the Labor Code and the IWC Wage Orders.

11 **III. VENUE**

12 15. Venue as to each Defendant is proper in this Court pursuant to Code of Civil
13 Procedure § 395(a). Defendants transact business in Orange County, the unlawful acts alleged
14 herein have a direct effect on Plaintiff and the Represented Employees in Orange County,
15 Defendants employs/employed Represented Employees in Orange County, and Defendants'
16 principal office is in Orange County.

17 **IV. PARTIES**

18 **Plaintiff**

19 16. Plaintiff and Class Representative Lori Senator was employed by Defendants and
20 performed work for Defendants during the relevant periods herein.

21 **Defendants**

22 17. Plaintiff alleges that Defendant International Financial Solutions, LLC, is a
23 Wyoming limited liability company authorized to and doing business in Orange County and is or
24 was the legal employer of Plaintiff and the Represented Employees during the applicable
25 periods.

26 18. Plaintiff alleges that Defendant Boostify Media, LLC, is a California limited
27 liability company authorized to and doing business in Orange County and is or was the legal
28 employer of Plaintiff and the Represented Employees during the applicable periods.

1 19. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
2 participation in the conduct herein alleged, of Defendants sued herein as DOES 1 through 20,
3 inclusive, but on information and belief alleges that those Defendants are legally responsible for
4 the payment of penalties and damages to Plaintiff and all Represented Employees by virtue of
5 Defendants' unlawful actions and practices and therefore sue these Defendants by such fictitious
6 names. Plaintiff will amend this complaint to allege the true names and capacities of the DOE
7 Defendants when ascertained.

8 20. Plaintiff is informed and believes and thereon alleges that she and the Represented
9 Employees worked under the joint direction and control of Defendants and that Defendants, and
10 each of them, acted in all respects pertinent to this action as the agent of the other Defendants,
11 carried out a joint scheme, business plan or policy in all respect pertinent hereto, and the acts of
12 each Defendant are legally attributable to the other Defendants. On information and belief, a
13 unity of interest and ownership between each Defendant exists such that all Defendants acted as
14 a single employer of Plaintiff and other Represented Employees.

15 21. Furthermore, Plaintiff is informed and believes and thereon alleges that
16 Defendants, and each of them, are an integrated enterprise and should be treated as a single
17 employer because these entities share an interrelation of operations, with common human
18 resources and personnel policies and shared common offices and facilities. Additionally,
19 Plaintiff alleges that Defendants also have a shared website, common management, a centralized
20 control of labor operations, and common ownership or financial control.

21 22. Plaintiff is informed and believes and thereon alleges that, in conducting
22 themselves in the manner described herein, Defendants, and each of them, were acting in active
23 concert with one another such that the acts of each were and are fully attributable to the others in
24 all material respects. Plaintiff is further informed and believes that at all relevant times
25 Defendants and each of them are now, and at all material times herein mentioned were, the
26 agents, servants, employees, partners, affiliates, and/or representatives of each of their remaining
27 co-Defendants, and were, at all times herein mentioned, acting within the course, scope, and
28 purpose of such relationship(s) and with the knowledge, consent and/or ratification of each of

1 their remaining co-Defendants.

2 23. Plaintiff is further informed and believes that at all relevant times, Defendants
3 have been inadequately capitalized to conduct business, have failed to follow appropriate
4 corporate formalities, and have simply been a shell and instrumentality through which
5 Defendants DOES 11 through 20, inclusive, have conducted their personal affairs. Accordingly,
6 the corporate veil should be pierced, and any liability attached to Defendants should be imposed
7 jointly and severally against Defendants DOES 11 through 20. Adherence to the fiction of the
8 separate existence of these corporate entities would permit abuse of the corporate privilege,
9 thereby sanctioning fraud and promoting injustice.

10 **V. CLASS ACTION ALLEGATIONS**

11 24. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
12 (the “Complaint”) as if fully alleged herein.

13 25. Plaintiff brings this action on behalf of herself and all others similarly situated as
14 a class action, pursuant to Code of Civil Procedure § 382.

15 26. The relevant time period for this class action is defined as the period beginning
16 four years prior to the filing of this action until class certification (the “Relevant Time Period”).

17 27. The Class, also referred to as the “Represented Employees,” that Plaintiff seeks to
18 represent is defined as follows:

19 All current and former nonexempt employees employed by
20 Defendants in California during the Relevant Time Period.

21 28. Plaintiff also seeks to represent the following subclasses:

22 **Meal Break Subclass**

23 All Represented Employees who worked a shift in excess of
24 5 hours during the Relevant Time Period.

25 **Rest Break Subclass**

26 All Represented Employees who worked a shift of at least
27 3.5 hours during the Relevant Time Period.
28

1
2 **Vested Vacation Subclass**

3 All Represented Employees who had accrued but unused
4 vacation upon separation of employment during the period
5 four years before the filing of this action and ending when
6 final judgment is entered.

7 **Unreimbursed Expense Subclass**

8 All Represented Employees who were required to incur
9 expenses to discharge their duties for Defendants without
10 reimbursement during the Relevant Time Period.

11 **Waiting Time Penalties Subclass**

12 All Represented Employees who separated from their
13 employment with Defendants during the period three years
14 before the filing of this action and ending when final
15 judgment is entered.

16 **Wage Statement Penalties Subclass**

17 All Represented Employees during the period one year
18 before the filing of this action and ending when final
19 judgment is entered.

20 29. Plaintiff reserves the right to amend or modify the class description with greater
21 specificity or further division into subclasses or limitation to particular issues as appropriate.

22 30. Plaintiff, as Class Representative, is a member of the class and subclasses that she
23 seeks to represent.

24 31. This action has been brought and may properly be maintained as a class action
25 under Code of Civil Procedure § 382 because there is a well-defined community of interest in the
26 litigation and the proposed class is easily ascertainable from Defendants' records.

27 32. **Numerosity:** The potential members of the Class as defined are so numerous that
28 a joinder of all Represented Employees is impracticable. Although the exact number is currently

1 unknown to Plaintiff, this information is easily ascertainable from Defendants' records.

2 33. **Commonality:** There are questions of law and fact common to the class which
3 predominate over any questions affecting only individual members of the class, including
4 without limitation:

5 i. Whether Defendants violated the California Labor Code and applicable
6 IWC Wage Order by failing to pay wages to Plaintiff and the Represented Employees for all
7 hours worked;

8 ii. Whether Defendants violated the California Labor Code and applicable
9 IWC Wage Order by failing to pay proper overtime wages to Plaintiff and the Represented
10 Employees for hours above 8 and/or 12 per day and/or 40 per week;

11 iii. Whether Defendants violated the California Labor Code and applicable
12 IWC Wage Order by failing to provide compliant meal periods to Plaintiff and the Meal Break
13 Subclass and whether Defendants failed to compensate Plaintiff and the Meal Break Subclass
14 with one additional hour of wages at the regular rate of pay for each instance when a compliant
15 meal period was not provided;

16 iv. Whether Defendants violated the California Labor Code and applicable
17 IWC Wage Order by failing to provide compliant rest breaks to Plaintiff and the Rest Break
18 Subclass and whether Defendants failed to compensate Plaintiff and the Rest Break Subclass
19 with one additional hour of wages at the regular rate of pay for each instance when a paid rest
20 break was not provided;

21 v. Whether Defendants violated the Labor Code by failing to compensate
22 Plaintiff and the Vested Vacation Subclass for all accrued but unused vacation hours upon
23 separation of employment;

24 vi. Whether Defendants violated the California Labor Code and applicable
25 IWC Wage Order by failing to reimburse Plaintiff and the Unreimbursed Expense Subclass for
26 business expenses incurred while discharging their duties or in obedience to the directions of
27 their employer;

vii. Whether Defendants violated the California Labor Code by failing to timely pay all wages due upon separation of employment between Defendants and Plaintiff and the Waiting Time Penalties Subclass, whether such separation was voluntary or involuntary;

viii. Whether Defendants violated the California Labor Code by failing to provide Plaintiff and the Wage Statement Penalties Subclass with complete, accurate, itemized wage statements;

ix. Whether Defendants violated California Business & Professions Code §§ 17200 *et seq.* due to the: failure to pay all wages owed, failure to provide mandated paid rest breaks, failure to provide mandated meal periods, failure to pay vested vacation, failure to reimburse business expenses, and failure to timely pay final wages; and

x. Whether Plaintiff and Represented Employees are entitled to equitable relief pursuant to California Business & Professions Code §§ 17200 *et seq.*

34. **Typicality:** Plaintiff's claims, as the Class Representative, are typical of the claims of The Class. Plaintiff, like other members of The Class, was subjected to Defendants' ongoing Labor Code and Wage Order violations including pertaining to the failure to pay all wages owed, failure to provide mandated meal periods and rest breaks, failure to pay vested vacation, failure to reimburse business expenses, failure to timely pay wages upon separation of employment, and failure to provide accurate itemized wage statements.

35. **Adequacy of Representation.** Plaintiff, as Class Representative, will fairly and adequately represent and protect the interests of the Class. Plaintiff's interests are not in conflict with those of the Class. Class Representative's counsel are competent and experienced in litigating employment class actions and other complex litigation matters similar to this case.

36. **Superiority of Class Action.** Class certification is appropriate because a class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Represented Employees is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each Represented Employee has been damaged and is entitled to recovery by reason of Defendants' illegal policies and practices set forth above. Class action

1 treatment will allow those similarly situated persons to litigate their claims in the manner that is
2 most efficient and economical for the parties and the judicial system.

3 **FIRST CAUSE OF ACTION**

4 **FAILURE TO PAY MINIMUM WAGES**

5 (Labor Code §§ 200, 1194, 1194.2, 1197; IWC Wage Order § 4)

6 *Plaintiff and the Represented Employees Against All Defendants*

7 37. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
8 alleged herein.

9 38. Plaintiff and the Represented Employees were not exempt from the requirement
10 to be paid at least the applicable California minimum wage throughout the statutory period for
11 each hour worked.

12 39. As noted herein, Plaintiff and the Represented Employees were not provided
13 proper minimum and regular wages due to Defendants' failure to accurately record and
14 compensate for all hours worked. As a result of the policies and practices alleged herein,
15 Plaintiff and the Represented Employees were required to perform off-the-clock work that
16 Defendants either knew or should have known they were performing.

17 40. Consequently, Defendants violated California Labor Code laws and minimum
18 wage laws, *inter alia*, Labor Code §§ 200, 1197, IWC Wage Order § 4, and Cal. Code Regs., tit.
19 8, section 11090, subds. 1 and 4(B).

20 41. Plaintiff is informed and believes and thereon alleges that Defendants
21 intentionally, willfully, and improperly failed to pay wages to Plaintiff and the Represented
22 Employees for each hour worked in violation of Labor Code §§ 1194 and 1197.

23 42. Defendants' conduct was willful, as Defendants knew that Plaintiff and the
24 Represented Employees were entitled to be paid wages throughout the statutory period for each
25 hour worked, including proper minimum and regular wages, yet Defendants chose not to pay
26 them in accordance thereto.

27 43. At all material times, Defendants DOES 1 through 20 were and/or are the
28 employer of Plaintiff and the Represented Employees or were persons acting on behalf of said

1 employer(s), within the meaning of California Labor Code § 558, who violated or caused to be
2 violated Labor Code § 204 and a provision or provisions of Part 2, Chapter 1 of the California
3 Labor Code regulating hours and days of work respectively.

4 44. During employment of Plaintiff and the Represented Employees, Defendants
5 failed to pay them all wages to which they were entitled, thereby receiving an economic benefit.

6 45. As a result of the Defendants' wrongful conduct, Plaintiff and the Represented
7 Employees have been damaged in amounts to be proven at trial.

8 46. Plaintiff, on behalf of herself and the Represented Employees, seeks recovery of
9 all unpaid minimum wages, liquidated damages, penalties, interest, and attorneys' fees and costs,
10 under Labor Code §§ 1194 and 1194.2, against Defendants in an amount to be proven at trial.

11 **SECOND CAUSE OF ACTION**

12 **FAILURE TO PAY OVERTIME WAGES**

13 (Labor Code § 510; IWC Wage Order § 3(A))

14 *Plaintiff and the Represented Employees Against All Defendants*

15 47. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
16 alleged herein.

17 48. Plaintiff and the Represented Employees were employees of Defendants who did
18 not receive proper protections and benefits of the laws governing payment of overtime wages.

19 49. Labor Code § 204 requires that the employer timely pay all overtime wages to its
20 employees. Labor Code § 510(a) and the applicable IWC Wage Order § 3(A) provide that any
21 work performed in excess of eight (8) hours in one workday or in excess of forty (40) hours in
22 any one workweek shall be compensated at the rate of no less than one and one-half times the
23 regular rate of pay for an employee. Furthermore, any work performed in excess of twelve (12)
24 in one workday shall be compensated at twice the regular rate of pay for an employee.

25 50. At all relevant times, Plaintiff and the Represented Employees were required by
26 Defendants to work hours in excess of 8 and/or 12 per day and/or 40 per week. However, as a
27 result of the policies and practices described in this Complaint, Defendants failed to pay Plaintiff
28 and the Represented Employees proper overtime wages for all overtime hours worked.

1 51. Defendants violate Labor Code § 510 and the applicable IWC Wage Order § 3(A)
2 every pay period with respect to Plaintiff and the Represented Employees because Defendants
3 required its employees to work hours in excess of 8 and/or 12 per day and/or 40 per week
4 without proper overtime compensation.

5 52. Plaintiff is informed and believes and thereon alleges that Defendants
6 intentionally, willfully, and improperly failed to pay proper overtime wages to Plaintiff and the
7 Represented Employees in violation of Labor Code §§ 510, 1194 and 1197.

8 53. Defendants' conduct was willful, as Defendants knew that Plaintiff and the
9 Represented Employees were entitled to be paid proper overtime wages throughout the statutory
10 period, yet Defendants chose not to pay them in accordance thereto.

11 54. At all material times, Defendants DOES 1 through 20 were and/or are the
12 employer of Plaintiff and the Represented Employees or were persons acting on behalf of said
13 employer(s), within the meaning of California Labor Code § 558, who violated or caused to be
14 violated Labor Code § 204 and a provision or provisions of Part 2, Chapter 1 of the California
15 Labor Code regulating hours and days of work respectively.

16 55. During the employment of Plaintiff and the Represented Employees, Defendants
17 failed to pay them all wages to which they were entitled, thereby receiving an economic benefit.

18 56. As a result of Defendants' wrongful conduct, Plaintiff and the Represented
19 Employees have been damaged in amounts to be proven at trial.

20 57. Plaintiff, on behalf of herself and the Represented Employees, seeks recovery of
21 all unpaid overtime wages, penalties, interest, attorneys' fees, and costs of suit against
22 Defendants in an amount to be proven at trial.

23 **THIRD CAUSE OF ACTION**

24 **FAILURE TO PROVIDE MEAL PERIODS**

25 (Labor Code §§ 226.7 and 512; IWC Wage Order § 11, 12)

26 *Plaintiff and the Meal Break Subclass Against All Defendants*

27 58. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
28 alleged herein.

1 59. Plaintiff and the Meal Break Subclass are and/or were employees of Defendants
2 who did not receive proper protections and benefits of laws governing mandatory meal periods.

3 60. Labor Code § 226.7 requires employers, including Defendants, to provide
4 employees with meal periods as mandated by the Industrial Welfare Commission.

5 61. Labor Code § 512(a), in part, provides that employers, including Defendants, may
6 not employ an employee for a work period of more than five hours per day without providing an
7 employee the opportunity to take an uninterrupted meal period of not less than 30 minutes,
8 except that if the total work period per day of the employee is no more than six hours, the meal
9 period may be waived by mutual consent of both the employer and the employee. Employers
10 may not employ an employee for a work period more than 10 hours per day without providing
11 the employee with a second meal period of not less than 30 minutes.

12 62. Pursuant to Labor Code § 226.7(b) and the applicable IWC Wage Order § 11(B),
13 Defendants shall pay an employee one additional hour of pay at the employee's regular rate of
14 pay for each meal period that is missed.

15 63. At all relevant times, and as a result of the policies and practices described in this
16 Complaint, Plaintiff and the Meal Break Subclass were denied the 30-minute meal periods to
17 which they were entitled.

18 64. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage
19 Order every pay period because Plaintiff and the Meal Break Subclass were not provided with all
20 mandatory meal periods and Defendants failed to pay Plaintiff and the Meal Break Subclass one
21 additional hour of compensation at the regular rate of pay in lieu thereof.

22 65. On information and belief, Plaintiff and the Meal Break Subclass did not
23 voluntarily or willfully waive the mandated meal periods. Any expressed or implied waivers
24 obtained from Plaintiff and the Meal Break Subclass were not willfully obtained, were not
25 voluntarily agreed to, were a condition of employment, or were a part of a contract of an
26 unlawful adhesion. Defendants did not permit or authorize Plaintiff and the Meal Break Subclass
27 to take meal periods in accordance with California law.
28

1 66. At all relevant times herein, Defendants failed to provide Plaintiff and the Meal
2 Break Subclass all mandated meal breaks and failed to pay wage premiums in lieu of mandated
3 meal breaks, thereby receiving an economic benefit.

4 67. By their failure to provide Plaintiff and the Meal Break Subclass with meal
5 periods as required by California law and failing to pay one hour of additional wages in lieu of
6 each meal period not provided, Defendants willfully violated Labor Code §§ 226.7 and 512, and
7 IWC Wage Order § 11. Accordingly, Defendants are liable for one hour of additional wages at
8 the employee's regular rate of compensation for each work day that a meal period was not
9 lawfully provided in an amount to be proven at time of trial.

10 68. Also, as a direct result of Defendants' violations of Labor Code §§ 226.7 and 512,
11 and IWC Wage Order § 11, Defendants, and each of them, are liable to Plaintiff and the Meal
12 Break Subclass for unpaid wage premiums, penalties, costs, and interest.

13 **FOURTH CAUSE OF ACTION**

14 **FAILURE TO PROVIDE REST BREAKS**

15 (Labor Code §§ 226.7 and 512; IWC Wage Order § 12)

16 *Plaintiff and the Rest Break Subclass Against All Defendants*

17 69. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
18 alleged herein.

19 70. Plaintiff and the Rest Break Subclass are and/or were employees of Defendants
20 who did not receive proper protections and benefits of the laws governing mandatory rest breaks.

21 71. Labor Code § 226.7 requires employers, including Defendants, to provide rest
22 breaks to its employees as mandated by Order of the Industrial Welfare Commission.

23 72. The IWC Wage Order § 12 states, in part, that every employer shall authorize and
24 permit all employees to take rest periods, which insofar as practicable shall be in the middle of
25 each work period. Employees shall receive a 10-minute rest period every four hours or major
26 fraction thereof that they are required to work. Authorized rest period time shall be counted, as
27 hours worked, for which there shall be no deduction from wages.
28

1 73. Pursuant to Labor Code § 226.7(b) and Section 12(B) of the applicable Wage
2 Order, Defendants shall pay Plaintiff and the Rest Break Subclass one additional hour of pay at
3 their regular rate of compensation for each day that the rest period is not provided.

4 74. At all relevant times, and as a result of the policies and practices described in this
5 Complaint, Plaintiff and the Rest Break Subclass were denied mandated paid rest breaks.

6 75. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage
7 Order every pay period because Plaintiff and the Represented Employees were not provided with
8 all mandatory rest periods and Defendants failed to pay Plaintiff and the Rest Break Subclass one
9 additional hour of compensation in lieu thereof.

10 76. At all relevant times herein, Defendants failed to provide Plaintiff and the Rest
11 Break Subclass all mandated rest breaks and failed to pay wage premiums in lieu of mandated
12 rest periods, thereby receiving an economic benefit.

13 77. By their failure to provide Plaintiff and the Rest Break Subclass with rest breaks
14 as required by California law, and failing to pay one hour of additional wages in lieu of each rest
15 break not provided, Defendants willfully violated Labor Code §§ 226.7 and 512, and IWC Wage
16 Order § 12. Accordingly, Defendants are liable for one hour of additional wages at the
17 employee's regular rate of compensation for each workday that a paid rest break was not
18 lawfully provided in an amount to be proven at time of trial.

19 78. Also, as a direct result of Defendants' violations of Labor Code §§ 226.7 and 512,
20 and IWC Wage Order § 12, Defendants, and each of them, are liable to Plaintiff and the Rest
21 Break Subclass for unpaid wage premiums, penalties, costs, and interest.

22 **FIFTH CAUSE OF ACTION**

23 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

24 (Labor Code § 2802)

25 *Plaintiff and the Unreimbursed Expense Subclass Against All Defendants*

26 79. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
27 alleged herein.
28

1 80. Plaintiff and the Unreimbursed Expense Subclass are and/or were employees of
2 Defendants who did not receive proper protections and benefits of the laws governing
3 reimbursement of business expenses.

4 81. Labor Code § 2802(a) requires that the employer indemnify its employees for
5 expenses and losses incurred while discharging their duties or in obedience to the directions of
6 their employer.

7 82. At all relevant times herein mentioned, Defendants violated Labor Code § 2802(a)
8 when they failed to reimburse Plaintiff and the Unreimbursed Expense Subclass for expenses
9 incurred as a direct consequence of employment with Defendants and/or under the direction of
10 Defendants.

11 83. As a direct result of Defendants' violation of Labor Code § 2802 and IWC Wage
12 Order § 9(B), Plaintiff and the Unreimbursed Expense Subclass have suffered, and continue to
13 suffer, substantial losses related to such incurred expenses, expenses, and attorney's fees in
14 seeking to compel Defendants to fully perform their obligations under the law, all in an amount
15 to be proved at time of trial.

16 84. Pursuant to Labor Code § 2802, Plaintiff and the Represented Employees seek to
17 recover the unreimbursed expenses, interest on the unreimbursed expenses, and the costs and
18 attorney's fees necessarily incurred in pursuing same. The exact amount of reimbursements,
19 interest, costs, and attorney's fees will be in an amount to be proved at the time of trial.

20 **SIXTH CAUSE OF ACTION**

21 **FAILURE TO PAY VESTED VACATION**

22 (Labor Code § 227.3)

23 *Plaintiff and the Vested Vacation Subclass Against All Defendants*

24 85. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
25 alleged herein.

26 86. Plaintiff and the Vested Vacation Subclass were employees of Defendants who
27 did not receive proper protections and benefits of the laws governing the payment of vested
28 vacation time and/or paid time off upon separation of employment.

1 87. Pursuant to Labor Code § 227.3, an employer that has implemented a paid
2 vacation, paid time off, or compensated time off policy must, upon an employee's separation
3 from employment, pay to the employee all vested but unused vacation and/or paid time off at her
4 final rate of pay.

5 88. At all relevant times, and as a result of the policies and practices described in this
6 Complaint, Defendants violated Labor Code § 227.3 when they failed to pay the Vested Vacation
7 Subclass for all accrued and unused vacation hours to the Vested Vacation Subclass upon
8 separation of employment and, moreover, failed to calculate and pay for said hours at the "final
9 rate" of pay as required by Labor Code § 227.3.

10 89. As a result, Plaintiff and the Vested Vacation Subclass did not receive
11 compensation for all accrued but unused vacation hours as required by Labor Code § 227.3.

12 90. At all relevant times herein, Defendants failed to pay the Vested Vacation
13 Subclass, including Plaintiff, all vested but unused vacation time and/or paid time off upon
14 separation from employment, thereby receiving an economic benefit.

15 91. Plaintiff is informed and believes and thereon alleges that Defendants, and each of
16 them, knowingly refused to perform their obligations to compensate the Vested Vacation
17 Subclass for all vested but unused vacation time and/or paid time off upon separation from
18 employment.

19 92. As a result of Defendants' violations of Labor Code § 227.3, Plaintiff and the
20 Vested Vacation Subclass seek to recover the unpaid vacation hours, as well as penalties,
21 interest, attorneys' fees, and costs as permitted under California law.

22 **SEVENTH CAUSE OF ACTION**

23 **FAILURE TO TIMELY PAY FINAL WAGES**

24 (Labor Code §§ 201 – 203)

25 *Plaintiff and the Waiting Time Penalties Subclass Against All Defendants*

26 93. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
27 alleged herein.

1 94. Plaintiff and the Waiting Time Penalties Subclass are and/or were employees of
2 Defendants who did not receive proper protections and benefits of the laws governing the timing
3 and payment of wages.

4 95. Labor Code § 201 requires that the employer immediately pay any wages, without
5 abatement or reduction, to any employee who is discharged.

6 96. Labor Code § 202 requires that the employer pay all wages earned and unpaid,
7 without abatement or reduction, no later than 72 hours of receiving an employee's notice of
8 intent to quit or immediately at the time of quitting if at least a 72-hour notice was provided.

9 97. Labor Code §§ 201-203 cause the unpaid wages of the employee to continue as a
10 penalty from the due date thereof at the same rate until paid or until an action therefore is
11 commenced, but the wages shall not continue for more than thirty (30) days.

12 98. At all relevant times, Defendants employed a policy and practice whereby
13 Plaintiff and the Waiting Time Penalties Subclass were not paid all wages due and owing upon
14 separation of employment within the time required by Labor Code §§ 201 and 202.

15 99. Also, at all relevant times, Defendants engaged in the practice of failing to pay all
16 wages due and owing to Plaintiff and the Waiting Time Penalties Subclass upon separation of
17 employment, including, but not limited to, minimum, regular, and overtime wages, meal and rest
18 period premiums, and vested vacation wages.

19 100. Additionally, at all relevant times, Defendants failed to pay all mandated sick
20 wages owed to the Waiting Time Penalties Subclass at the proper rate of pay under Labor Code §
21 246(l), leading to a failure to pay all wages owed upon separation of employment.

22 101. Plaintiff alleges that, at all times material to this action, Defendants had a planned
23 pattern and practice of failing to timely pay Plaintiff and the Waiting Time Penalties Subclass all
24 wages due and owing upon separation of employment as required by Labor Code §§ 201 and
25 202. Consequently, pursuant to Labor Code § 203, Defendants owe Plaintiff and the Waiting
26 Time Penalties Subclass the above-described waiting time penalty, all in an amount to be shown
27 according to proof at trial and within the jurisdiction of this Court.

28 ///

1 **EIGHTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

3 (Labor Code § 226)

4 *Plaintiff and the Wage Statement Penalties Subclass Against All Defendants*

5 102. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
6 alleged herein.

7 103. Plaintiff and the Wage Statement Penalties Subclass are and/or were employees of
8 Defendants who did not receive proper protections and benefits of the laws governing the
9 provision of accurate itemized wage statements.

10 104. Labor Code § 226(a) requires an employer to provide its employees with itemized
11 wage statements accurately stating gross wages earned, all deductions, net wages earned, the
12 inclusive dates of the pay period, the employee's name and the last four digits of his or her
13 Social Security number (or employee identification number), the name and address of the legal
14 entity that is the employer, and all applicable hourly rates in effect during the pay period and the
15 corresponding number of hours worked at each hourly rate by the employee.

16 105. Defendants violate Labor Code § 226(a) every pay period with respect to Plaintiff
17 and the Wage Statement Penalties Subclass due to violations including: failure to accurately state
18 total hours worked (for example, the wage statements failed to accurately state total hours
19 worked and/or reflect the correct compensable hours); failure to accurately state gross wages
20 earned, all deductions, and net wages earned (due to, for example, the failure to pay all required
21 minimum and overtime wages); failure to state the applicable hourly rates (including the accurate
22 overtime rate of pay); failure to state the inclusive dates of the pay period; failure to accurately
23 state the name and address of the legal entity of the employer; and failure to accurately state the
24 corresponding number of hours worked at each hourly rate.

25 106. Moreover, Defendants' wage statements directly violated Labor Code § 226(a)
26 each period due to the failure to pay and report premium wages for denied meal periods and rest
27 breaks under § 226.7.
28

1 107. The California Supreme Court recently confirmed that these “derivative”
2 violations violate Labor Code § 226. *See Naranjo v. Spectrum Security Services, Inc.* (2022) 13
3 Cal.5th 93, 119 (approving of “derivative” wage statement claims based on failure to pay all
4 wages owed and holding that: (1) § 226 requires employers to accurately report “all amounts
5 earned and now owing, not just those amounts actually paid,” and (2) a “[wage] statement that
6 conceals the amounts earned [including premium pay for missed breaks], on the ground that they
7 also were not paid, is not an accurate [wage] statement, and it does not comply with [§ 226]”).

8 108. Therefore, Defendants violate Labor Code § 226(a) every pay period with respect
9 to Plaintiff and the Wage Statement Penalties Subclass because Defendants failed to provide a
10 wage statement to Plaintiff and the Wage Statement Penalties Subclass that complied with the
11 requirements of Labor Code § 226(a).

12 109. Defendants’ failure to provide the required writing deprived Plaintiff and the
13 Wage Statement Penalties Subclass of the ability to know, understand, and question the rate of
14 pay and hours used to calculate the wages paid by Defendants. Therefore, Plaintiff and the Wage
15 Statement Penalties Subclass had no way to dispute the resulting miscalculation of wages, all of
16 which resulted in an unjustified economic enrichment to said Defendants. As a direct result,
17 Plaintiff and the Wage Statement Penalties Subclass have suffered and continue to suffer,
18 substantial losses related to the use and enjoyment of such wages, lost interest on such wages and
19 expenses and attorney’s fees in seeking to compel Defendants to fully perform its obligation
20 under state law, all to their respective damages in amounts according to proof at trial.

21 110. As a result of Defendants’ knowing and intentional failure to comply with Labor
22 Code § 226(a), Plaintiff and the Wage Statement Penalties Subclass have suffered an injury in
23 that each was prevented from knowing, understanding and disputing the wage payments paid to
24 them. Furthermore, Plaintiff and the Wage Statement Penalties Subclass have each suffered an
25 injury in that the failure to show all wages earned on the itemized wage statements resulted in
26 Plaintiff and the Represented Employees being denied all necessary deductions, payments, and
27 withholdings owed by the employer, including, but not limited to, the failure to make all
28 necessary contributions for unemployment benefits, social security benefits, proper payment of

1 taxes and withholdings, and other mandated state and federal benefits.

2 111. Plaintiff has also been injured as a result of having to bring this action to attempt
3 to obtain correct wage information following Defendants' refusal to comply with many of the
4 mandates of California's Labor Code and related laws and regulations.

5 112. Labor Code § 226(e) requires Defendants to pay the greater of all actual damages
6 or fifty dollars (\$50.00) per employee for the initial pay period in which a violation occurred, and
7 one hundred dollars (\$100.00) per employee for each violation in subsequent pay periods, plus
8 attorney's fees and costs, to Plaintiff and the Wage Statement Penalties Subclass who were
9 injured by Defendants' failure to comply with Labor Code § 226(a). The exact amount of the
10 applicable penalty is all in an amount to be shown according to proof at trial.

11 **NINTH CAUSE OF ACTION**

12 **UNFAIR AND UNLAWFUL COMPETITION**

13 (Business and Professions Code § 17200, *et seq.*)

14 *Plaintiff and the Represented Employees Against All Defendants*

15 113. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
16 alleged herein.

17 114. California Business & Professions Code § 17200, *et seq.*, prohibits acts of unfair
18 competition, which includes any "unlawful, unfair or fraudulent business act or practice." The
19 Represented Employees, including Plaintiff, have suffered and continue to suffer injuries in fact,
20 due to the unfair and unlawful business practices of Defendants as alleged herein.

21 115. Defendants, and each of them, are "persons" as defined under Business &
22 Professions Code § 17021.

23 116. As alleged herein, Defendants engaged in conduct that violated California's wage
24 and hour laws, including failure to pay minimum, regular, and overtime wages, failure to provide
25 mandated meal periods and rest breaks, failure to pay vested vacation, failure to reimburse
26 business expenses, and failure to timely pay wages upon separation of employment, all to
27 decrease their costs and increase profits.
28

1 117. At all times relevant herein, Defendants did not pay Plaintiff and the Represented
2 Employees wages and monies and other financial obligations to which they were entitled.

3 118. As a result of Defendants' failure to comply with the Labor Code and IWC
4 Orders, Represented Employees, including Plaintiff, suffered a loss of wages and monies, all in
5 an amount to be shown according to proof at trial. Defendants' ongoing violations of the
6 foregoing statutes and laws constitute a violation of Bus. & Prof. Code § 17200, *et seq.*

7 119. Defendants' violations of the California Labor Code and IWC Wage Orders and
8 its scheme to lower its payroll costs as alleged herein, constitute unlawful and unfair business
9 practices because it was done in a systematic manner over a period of time to the detriment of the
10 Plaintiff and all others similarly-situated.

11 120. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
12 unlawful, and harmful to Plaintiff, other Represented Employees, and to the general public.
13 Plaintiff seek to enforce important rights affecting the public interest within the meaning of Code
14 of Civil Procedure § 1021.5.

15 121. A violation of California Business & Professions Code § 17200, *et seq.* may be
16 predicated on the violation of any state or federal law. All of the acts described herein as
17 violations of, among other things, the California Labor Code and IWC Wage Orders, are
18 unlawful and in violation of public policy, and in addition are immoral, unethical, oppressive,
19 fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business
20 practices in violation of California Business and Professions Code §§ 17200, *et seq.*

21 122. Plaintiff, individually, and on behalf of the Represented Employees, is entitled to,
22 and does, seek such relief as may be necessary to disgorge the profits which Defendants have
23 acquired, or of which Plaintiff and Represented Employees have been deprived, by means of the
24 above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and the
25 Represented Employees are not obligated to establish individual knowledge of the unfair
26 practices of Defendants in order to recover restitution.

27 123. Plaintiff, individually, and on behalf of the Represented Employees, is further
28 entitled to and does seek a declaration that the above described business practices are unfair,

1 unlawful and/or fraudulent.

2 124. Pursuant to Business & Professions Code §§ 17200, et seq., Plaintiff and
3 Represented Employees are entitled to restitution of the wages withheld and retained by
4 Defendants during a period that commences four years prior to the filing of this complaint; an
5 order requiring Defendants to pay all outstanding wages due to Plaintiff and Represented
6 Employees; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5
7 and other applicable laws; and an award of costs.

8 **VI. PAGA CAUSES OF ACTION (Cal. Lab. Code. §§ 2698 – 2699.5)**

9 125. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
10 alleged herein.

11 126. Plaintiff is an “aggrieved employee” under the PAGA as she was employed by
12 Defendants during the applicable statutory period and suffered one or more of the Labor Code
13 violations alleged herein. As such, Plaintiff may recover the remedies described herein in a civil
14 action filed on behalf of herself and all other similarly situated current and former aggrieved
15 employees in California against whom one or more of the alleged violations was committed
16 (hereinafter the “Aggrieved Employees”).

17 127. Plaintiff seeks to recover all applicable and available PAGA remedies pursuant to
18 Labor Code § 2699, as well as attorneys' fees, costs, and/or other damages as permitted by
19 PAGA through a representative action pursuant to the PAGA and the California Supreme Court
20 in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, Plaintiff is not required to, nor
21 does she, seek class certification of the PAGA claims under Code of Civil Procedure § 382.

22 128. Pursuant to Labor Code § 2699.3(a), Plaintiff gave written notice by online filing
23 to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to
24 Defendants of the specific provisions of the Labor Code alleged to have been violated, including
25 the facts and theories to support the alleged violations. More than sixty-five (65) days have
26 elapsed since the date Plaintiff provided the written notice of the claims alleged herein without
27 the LWDA assuming jurisdiction over the claims alleged. Accordingly, Plaintiff has fully
28 satisfied the administrative prerequisites to suit under the PAGA.

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1 **ELEVENTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR FAILURE TO PAY OVERTIME WAGES**

3 (Labor Code § 510; IWC Wage Order § 3(A))

4 *Plaintiff and the Aggrieved Employees Against All Defendants*

5 136. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
6 alleged herein.

7 137. Plaintiff and the Aggrieved Employees were employees of Defendants who did
8 not receive proper protections and benefits of the laws governing payment of overtime wages.

9 138. Labor Code § 204 requires that the employer timely pay all overtime wages to its
10 employees. Labor Code § 510(a) and the applicable IWC Wage Order § 3(A) provide that any
11 work performed in excess of eight (8) hours in one workday or in excess of forty (40) hours in
12 any one workweek shall be compensated at the rate of no less than one and one-half times the
13 regular rate of pay for an employee. Furthermore, any work performed in excess of twelve (12)
14 in one workday shall be compensated at twice the regular rate of pay for an employee.

15 139. At all relevant times, Plaintiff and the Aggrieved Employees were required by
16 Defendants to work hours in excess of 8 and/or 12 per day and/or 40 per week. However, as a
17 result of the policies and practices described in this Complaint, Defendants failed to pay Plaintiff
18 and the Aggrieved Employees proper overtime wages for all overtime hours worked.

19 140. Defendants violate Labor Code § 510 and the applicable IWC Wage Order § 3(A)
20 every pay period with respect to Plaintiff and the Aggrieved Employees because Defendants
21 required its employees to work hours in excess of 8 and/or 12 per day and/or 40 per week
22 without proper overtime compensation.

23 141. Plaintiff is informed and believes and thereon alleges that Defendants
24 intentionally, willfully, and improperly failed to pay proper overtime wages to Plaintiff and the
25 Aggrieved Employees in violation of Labor Code §§ 510, 1194 and 1197.

26 142. Defendants' conduct was willful, as Defendants knew that Plaintiff and the
27 Aggrieved Employees were entitled to be paid proper overtime wages throughout the statutory
28 period, yet Defendants chose not to pay them in accordance thereto.

1 143. As a result of the unlawful employment practices alleged herein, Plaintiff, on
2 behalf of the State of California, seeks the assessment of all applicable and available PAGA
3 remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys' fees, costs, and/or
4 any other damages permitted under PAGA.

5 **TWELFTH CAUSE OF ACTION**

6 **PAGA ASSESSMENT FOR FAILURE TO PROVIDE MEAL PERIODS**

7 (Labor Code §§ 226.7 and 512; IWC Wage Order § 11, 12)

8 *Plaintiff and the Aggrieved Employees Against All Defendants*

9 144. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
10 alleged herein.

11 145. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
12 who did not receive proper protections and benefits of laws governing mandatory meal periods.

13 146. Labor Code § 226.7 requires employers, including Defendants, to provide
14 employees with meal periods as mandated by the Industrial Welfare Commission.

15 147. Labor Code § 512(a), in part, provides that employers, including Defendants, may
16 not employ an employee for a work period of more than five hours per day without providing an
17 employee the opportunity to take an uninterrupted meal period of not less than 30 minutes,
18 except that if the total work period per day of the employee is no more than six hours, the meal
19 period may be waived by mutual consent of both the employer and the employee. Employers
20 may not employ an employee for a work period more than 10 hours per day without providing
21 the employee with a second meal period of not less than 30 minutes.

22 148. Pursuant to Labor Code § 226.7(b) and the applicable IWC Wage Order § 11(B),
23 Defendants shall pay an employee one additional hour of pay at the employee's regular rate of
24 pay for each meal period that is missed.

25 149. At all relevant times, and as a result of the policies and practices described in this
26 Complaint, Plaintiff and the Aggrieved Employees were denied the 30-minute meal periods to
27 which they were entitled.
28

1 150. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage
2 Order every pay period because Plaintiff and the Aggrieved Employees were not provided with
3 all mandatory meal periods and Defendants failed to pay Plaintiff and the Aggrieved Employees
4 one additional hour of compensation at the regular rate of pay in lieu thereof.

5 151. On information and belief, Plaintiff and the Aggrieved Employees did not
6 voluntarily or willfully waive the mandated meal periods. Any expressed or implied waivers
7 obtained from Plaintiff and the Aggrieved Employees were not willfully obtained, were not
8 voluntarily agreed to, were a condition of employment, or were a part of a contract of an
9 unlawful adhesion. Defendants did not permit or authorize Plaintiff and the Aggrieved
10 Employees to take meal periods in accordance with California law.

11 152. As a result of the unlawful employment practices alleged herein, Plaintiff, on
12 behalf of the State of California, seeks the assessment of all applicable and available PAGA
13 remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys' fees, costs, and/or
14 any other damages permitted under PAGA.

15 **THIRTEENTH CAUSE OF ACTION**

16 **PAGA ASSESSMENT FOR FAILURE TO PROVIDE REST BREAKS**

17 (Labor Code §§ 226.7 and 512; IWC Wage Order § 12)

18 *Plaintiff and the Aggrieved Employees Against All Defendants*

19 153. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
20 alleged herein.

21 154. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
22 who did not receive proper protections and benefits of the laws governing mandatory rest breaks.

23 155. Labor Code § 226.7 requires employers, including Defendants, to provide rest
24 breaks to its employees as mandated by Order of the Industrial Welfare Commission.

25 156. The IWC Wage Order § 12 states, in part, that every employer shall authorize and
26 permit all employees to take rest periods, which insofar as practicable shall be in the middle of
27 each work period. Employees shall receive a 10-minute rest period every four hours or major
28 fraction thereof that they are required to work. Authorized rest period time shall be counted, as

1 hours worked, for which there shall be no deduction from wages.

2 157. Pursuant to Labor Code § 226.7(b) and Section 12(B) of the applicable Wage
3 Order, Defendants shall pay Plaintiff and the Aggrieved Employees one additional hour of pay at
4 their regular rate of compensation for each day that the rest period is not provided.

5 158. At all relevant times, and as a result of the policies and practices described in this
6 Complaint, Plaintiff and the Aggrieved Employees were denied mandated paid rest breaks.

7 159. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage
8 Order every pay period because Plaintiff and the Aggrieved Employees were not provided with
9 all mandatory rest periods and Defendants failed to pay Plaintiff and the Aggrieved Employees
10 one additional hour of compensation in lieu thereof.

11 160. As a result of the unlawful employment practices alleged herein, Plaintiff, on
12 behalf of the State of California, seeks the assessment of all applicable and available PAGA
13 remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys' fees, costs, and/or
14 any other damages permitted under PAGA.

15 **FOURTEENTH CAUSE OF ACTION**

16 **PAGA ASSESSMENT FOR FAILURE TO REIMBURSE BUSINESS EXPENSES**

17 (Labor Code § 2802)

18 *Plaintiff and the Aggrieved Employees Against All Defendants*

19 161. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
20 alleged herein.

21 162. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
22 who did not receive proper protections and benefits of the laws governing reimbursement of
23 business expenses.

24 163. Labor Code § 2802(a) requires that the employer indemnify its employees for
25 expenses and losses incurred while discharging their duties or in obedience to the directions of
26 their employer.

27 164. At all relevant times herein mentioned, Defendants violated Labor Code § 2802(a)
28 when they failed to reimburse Plaintiff and the Aggrieved Employees for expenses incurred as a

1 direct consequence of employment with Defendants and/or under the direction of Defendants.

2 165. As a result of the unlawful employment practices alleged herein, Plaintiff, on
3 behalf of the State of California, seeks the assessment of all applicable and available PAGA
4 remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys' fees, costs, and/or
5 any other damages permitted under PAGA.

6 **FIFTEENTH CAUSE OF ACTION**

7 **PAGA ASSESSMENT FOR FAILURE TO PAY VESTED VACATION**

8 (Labor Code § 227.3)

9 *Plaintiff and the Aggrieved Employees Against All Defendants*

10 166. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
11 alleged herein.

12 167. Plaintiff and the Aggrieved Employees were employees of Defendants who did
13 not receive proper protections and benefits of the laws governing the payment of vested vacation
14 time and/or paid time off upon separation of employment.

15 168. Pursuant to Labor Code § 227.3, an employer that has implemented a paid
16 vacation, paid time off, or compensated time off policy must, upon an employee's separation
17 from employment, pay to the employee all vested but unused vacation and/or paid time off at her
18 final rate of pay.

19 169. At all relevant times, and as a result of the policies and practices described in this
20 Complaint, Defendants violated Labor Code § 227.3 when they failed to pay the Aggrieved
21 Employees for all accrued and unused vacation hours to the Aggrieved Employees upon
22 separation of employment and, moreover, failed to calculate and pay for said hours at the "final
23 rate" of pay as required by Labor Code § 227.3.

24 170. At all relevant times herein, Defendants failed to pay the Aggrieved Employees,
25 including Plaintiff, all vested but unused vacation time and/or paid time off upon separation from
26 employment, thereby receiving an economic benefit.

27 171. As a result of the unlawful employment practices alleged herein, Plaintiff, on
28 behalf of the State of California, seeks the assessment of all applicable and available PAGA

1 remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys' fees, costs, and/or
2 any other damages permitted under PAGA.

3 **SIXTEENTH CAUSE OF ACTION**

4 **PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY FINAL WAGES**

5 (Labor Code §§ 201 – 203)

6 *Plaintiff and the Aggrieved Employees Against All Defendants*

7 172. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
8 alleged herein.

9 173. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
10 who did not receive proper protections and benefits of the laws governing the timing and
11 payment of wages.

12 174. Labor Code § 201 requires that the employer immediately pay any wages, without
13 abatement or reduction, to any employee who is discharged.

14 175. Labor Code § 202 requires that the employer pay all wages earned and unpaid,
15 without abatement or reduction, no later than 72 hours of receiving an employee's notice of
16 intent to quit or immediately at the time of quitting if at least a 72-hour notice was provided.

17 176. Labor Code §§ 201-203 cause the unpaid wages of the employee to continue as a
18 penalty from the due date thereof at the same rate until paid or until an action therefore is
19 commenced, but the wages shall not continue for more than thirty (30) days.

20 177. At all relevant times, Defendants employed a policy and practice whereby
21 Plaintiff and the Aggrieved Employees were not paid all wages due and owing upon separation
22 of employment within the time required by Labor Code §§ 201 and 202.

23 178. Also, at all relevant times, Defendants engaged in the practice of failing to pay all
24 wages due and owing to Plaintiff and the Aggrieved Employees upon separation of employment,
25 including, but not limited to, minimum, regular, and overtime wages, meal and rest period
26 premiums, and vested vacation wages.

27 179. Additionally, at all relevant times, Defendants failed to pay all mandated sick
28 wages owed to the Aggrieved Employees at the proper rate of pay under Labor Code § 246(l),

1 leading to a failure to pay all wages owed upon separation of employment.

2 180. Plaintiff alleges that, at all times material to this action, Defendants had a planned
3 pattern and practice of failing to timely pay Plaintiff and the Aggrieved Employees all wages due
4 and owing upon separation of employment as required by Labor Code §§ 201 and 202.

5 181. As a result of the unlawful employment practices alleged herein, Plaintiff, on
6 behalf of the State of California, seeks the assessment of all applicable and available PAGA
7 remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys' fees, costs, and/or
8 any other damages permitted under PAGA.

9 **SEVENTEENTH CAUSE OF ACTION**

10 **PAGA ASSESSMENT FOR**

11 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

12 (Labor Code § 226)

13 *Plaintiff and the Aggrieved Employees Against All Defendants*

14 182. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
15 alleged herein.

16 183. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
17 who did not receive proper protections and benefits of the laws governing the provision of
18 accurate itemized wage statements.

19 184. Labor Code § 226(a) requires an employer to provide its employees with itemized
20 wage statements accurately stating gross wages earned, all deductions, net wages earned, the
21 inclusive dates of the pay period, the employee's name and the last four digits of his or her
22 Social Security number (or employee identification number), the name and address of the legal
23 entity that is the employer, and all applicable hourly rates in effect during the pay period and the
24 corresponding number of hours worked at each hourly rate by the employee.

25 185. Defendants violate Labor Code § 226(a) every pay period with respect to Plaintiff
26 and the Aggrieved Employees due to violations including: failure to accurately state total hours
27 worked (for example, the wage statements failed to accurately state total hours worked and/or
28 reflect the correct compensable hours); failure to accurately state gross wages earned, all

1 deductions, and net wages earned (due to, for example, the failure to pay all required minimum
2 and overtime wages); failure to state the applicable hourly rates (including the accurate overtime
3 rate of pay); failure to state the inclusive dates of the pay period; failure to accurately state the
4 name and address of the legal entity of the employer; and failure to accurately state the
5 corresponding number of hours worked at each hourly rate.

6 186. Moreover, Defendants' wage statements directly violated Labor Code § 226(a)
7 each period due to the failure to pay and report premium wages for denied meal periods and rest
8 breaks under § 226.7.

9 187. Therefore, Defendants violate Labor Code § 226(a) every pay period with respect
10 to Plaintiff and the Aggrieved Employees because Defendants failed to provide a wage statement
11 to the Aggrieved Employees that complied with the requirements of Labor Code § 226(a).

12 188. Unlike class action claims, a PAGA Plaintiff need not meet the "injury" and
13 "knowing and intentional" violation requirements of Labor Code § 226(e). See *Lopez v. Friant*
14 *& Associates, LLC* (2017) 15 Cal.App.5th 773, 788 ("a plaintiff seeking civil penalties under
15 PAGA for a violation of section 226(a) does not have to satisfy the "injury" and "knowing and
16 intentional" requirements of section 226(e)(1)"); see also, *Lawson v. ZB, N.A.* (2017) 18
17 Cal.App.5th 705, 722 ("the scienter requirement [of § 226(e)] has no application in a PAGA
18 claim for violation of [§ 226(a)]").

19 189. As a result of the unlawful employment practices alleged herein, Plaintiff, on
20 behalf of the State of California, seeks the assessment of all applicable and available PAGA
21 remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys' fees, costs, and/or
22 any other damages permitted under PAGA.

23 **VII. PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff, on behalf of herself, on a representative basis, and all others
25 similarly situated, prays for judgment and relief against Defendants, jointly and severally, as
26 follows:

- 27 1. That the First through Ninth Causes of Action be certified as a class action;
- 28 2. That Plaintiff be appointed as Class Representative;

1 3. That counsel for Plaintiff be appointed Class Counsel;

2 4. For all applicable statutory penalties recoverable under the First through Ninth
3 Causes of Action to the extent permitted by law, including those pursuant to Labor Code and
4 Orders of the Industrial Welfare Commission;

5 5. As to the Tenth through Seventeenth Causes of Action, the assessment of all
6 applicable and available remedies under PAGA;

7 6. For reasonable attorneys' fees and costs as permitted under PAGA;

8 7. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by
9 law, including those pursuant to the Labor Code;

10 8. For restitution as provided by the Labor Code and Business and Professions Code
11 § 17200, *et seq.*;

12 9. For a declaratory judgment that Defendants have violated Labor Code §§ 200,
13 201, 202, 203, 204, 210, 218.6, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194,
14 1197, 1198, 1199, and 2802, among other sections inadvertently omitted;

15 10. For an award of damages in the amount of unpaid compensation including, but
16 not limited to, unpaid wages, benefits, and penalties, including interest thereon;

17 11. For pre- and post-judgment interest; and

18 12. For such other relief as the Court deems just and proper.

19 **DEMAND FOR JURY TRIAL**

20 WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, hereby
21 demands a jury trial as to the First through Ninth Causes of Action pled herein.

22
23 Dated: May 20, 2026

LAUBY, MANKIN & LAUBY LLP

24
25 BY:



Brian J. Mankin, Esq.

Peter J. Carlson, Esq.

Attorneys for Plaintiff

[illegible]

On May 28, 2026, I caused to be served the foregoing document(s) described as follows:

I declare that I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[] **Federal** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Javi Chauri

Tracie Chiarito, Declarant

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