

1 **FRONTIER LAW CENTER**
Manny M. Starr (319778)
2 manny@frontierlawcenter.com
Rebecca Harteker (349793)
3 rebecca@frontierlawcenter.com
4 eservice@frontierlawcenter.com
6200 Canoga Ave., Suite 470
5 Woodland Hills, CA 91367
Telephone: (818) 914-3433
6 Facsimile: (818) 914-3433

7 Attorneys for Plaintiff, DENISE SURLES
and all others similarly situated
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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
7/2/2025 6:25:24 PM

Clerk of the Superior Court
By C. Hines ,Deputy Clerk

9 **SUPERIOR COURT OF CALIFORNIA**
10 **COUNTY OF SAN DIEGO**
11

12 DENISE SURLES, on behalf of herself and all
13 others similarly situated,

14 Plaintiff,

15 v.

16 EUREST SERVICES, INC.; and DOES 1-100,
17 Defendants.
18
19
20

Case No.: 25CU035041C

COMPLAINT

1. Private Attorneys General Act

21 **RELEVANT PARTIES**

22 1. Plaintiff Denise Surles ("Plaintiff") is an adult resident of San Diego County, State of
23 California, and was at all times relevant residing therein.

24 2. Defendant Eurest Services, Inc., ("Defendant") is a Delaware corporation with its principal
25 place of business located in Mecklenburg County, North Carolina. Defendant is registered to and
26 does conduct business in the State of California and is subject to the laws of the State of California.
27 All acts and omissions of Defendant employees as alleged herein occurred while they were acting
28 within the course and scope of their employment.

1 3. The “Aggrieved Employees” are all current or former non-exempt employees of Defendant
2 employed in the State of California within one year prior to the date that Plaintiff mailed her Private
3 Attorney’s General Act (“PAGA”) claim notices to Defendant, claim number LWDA-CM-1077442-
4 25, through the date of the final disposition of this action who were aggrieved of any of the Labor
5 Code violations alleged herein. Plaintiff intends to bring this action on behalf of the Aggrieved
6 Employees and as a proxy for the State of California.

7 4. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
8 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such fictitious
9 names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true names and
10 capacities of such Doe Defendants when such information has been obtained. Plaintiff is informed
11 and believes, and based on such information and belief alleges, that each of the fictitiously named
12 Doe Defendants has participated in some way in the wrongful acts and omissions alleged below, and
13 is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant and Doe
14 Defendants are collectively referred to as “Defendants”.

15 **JURISDICTION AND VENUE**

16 5. This action is properly filed in San Diego County because the acts and omissions that give
17 rise to Plaintiff’s claims took place in this County, and Defendant transacts substantial business in
18 this County.

19 6. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as alleged
20 herein occurred in San Diego County, California and Plaintiff suffered damages from such conduct
21 within this County.

22 **FACTUAL ALLEGATIONS**

23 7. At all times relevant, Plaintiff and the Aggrieved Employees were “employees” of Defendant.

24 8. Beginning in or around 2022 and persisting for approximately one year, Defendant made
25 regular deductions from Plaintiff and the Aggrieved Employees’ wages—amounts ranging from
26 approximately \$46.15 to \$52.74 per paycheck—to penalize them for electing not to receive a
27 COVID-19 vaccination.

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1 9. By imposing these involuntary deductions, Defendant effectively exacted from Plaintiff and
2 the Aggrieved Employees a form of private “tax” on their personal medical decisions, a course of
3 action that contravenes bedrock principles of California labor law.

4 10. When these COVID-related surcharges abruptly ceased—without warning or explanation—
5 Defendant made no effort to reimburse Plaintiff or Aggrieved Employees for any portion of the sums
6 siphoned from their paychecks.

7 11. Defendant’s disregard for its employees’ statutory rights is not confined to the surcharges
8 alone. Indeed, although Defendant ostensibly authorized a one-hour meal period each workday, in
9 practice, these breaks were repeatedly interrupted by customer requests—amounting to roughly thirty
10 minutes of lost meal period time per week. Yet Defendant never gave Plaintiff or the Aggrieved
11 Employees a meaningful avenue to remedy these intrusions or recoup the lost break time.

12 12. Similarly, while Plaintiff and Aggrieved Employees supposed to receive two separate fifteen-
13 minute rest periods each day, these scheduled intervals were often cut short or disrupted by workplace
14 demands. Although Plaintiff and Aggrieved Employees could eventually take some portion of break
15 time, the repeated interruptions whittled away the uninterrupted rest periods to which they were
16 statutorily entitled.

17 13. Defendant also imposed out-of-pocket expenses upon Plaintiff and Aggrieved Employees for
18 the purpose of avoiding work-related expenses which should have been borne by Defendant.

19 14. Defendant further violated California Labor Law by instituting a badge reader system that
20 required employees to enter the building and then clock in. The effect of this policy often forced
21 Plaintiff and Aggrieved Employees to traverse multiple doors and wait in line before they could
22 register their official clock-in time. This practice contributed to the consistent undercounting of actual
23 hours worked.

24 15. Compounding that undercounting, Defendant imposed a biased time-rounding policy. Rather
25 than capturing and compensating every minute of work, Defendant’s unlawful practice trimmed
26 away small increments of time at the start and/or end of shifts. Because of this manipulated rounding
27 scheme, Plaintiff and Aggrieved Employees did not receive pay for all hours actually worked.

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16. Moreover, the wage statements provided—infected by Defendant’s systematic rounding—failed to reflect the total wages earned, in violation of Labor Code section 226, and similarly deprived Plaintiff and Aggrieved Employees of wages owed under Labor Code §§ 510, 558, and 1194.

17. Finally, as a result of Defendant’s failure to pay all wages due during employment, it follows that Defendant failed to pay all wages due at the conclusion of Plaintiff’s and the former Aggrieved Employees’ employment as well. Therefore, Defendants are liable to Plaintiff and Aggrieved Employees for waiting time penalties.

PAGA ALLEGATIONS

18. Pursuant to Labor Code § 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself or herself and other current or former employees pursuant to the procedures outlined in Labor Code § 2699.3.

19. Pursuant to Labor Code § 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

a. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

b. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to Labor Code § 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

20. On April 28, 2025, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

1 21. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written
2 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks
3 PAGA Penalties on behalf of all Aggrieved Employees.

4 22. The Aggrieved Employees are defined as “All nonexempt, hourly employees, current and
5 former, who are or were employed by Defendants within one year prior to April 28, 2025, through
6 final disposition of this action.”

7 **FIRST CAUSE OF ACTION**

8 **Private Attorneys General Act**

9 **By Plaintiff and the Aggrieved Employees Against All Defendants**

10 23. Plaintiff and the Aggrieved Employees incorporate by reference the paragraphs above.

11 24. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
12 violation(s) of the Labor Code.

13 25. As alleged herein, Defendant’s conduct violates numerous sections of the Labor Code.

14 26. With respect to violations of Labor Code §§ 226.7 and 558 for Defendant’s failure to provide
15 Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in lieu thereof,
16 the penalties in Labor Code §§ 558 and 2699 apply.

17 27. With respect to violations of Labor Code § 226.7 for Defendant’s failure to provide Plaintiff
18 and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof, the
19 penalties in Labor Code § 2699 apply.

20 28. With respect to violations of Labor Code § 1197 for Defendant’s failure to compensate
21 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
22 §§ 1197.1 and 2699 apply.

23 29. With respect to violations of Labor Code § 510 for Defendant’s failure to compensate Plaintiff
24 and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code §§ 558,
25 1197.1, and 2699 apply.

26 30. With respect to violations of Labor Code § 226(a) for failure to provide accurate wage
27 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code §§ 226.3 and 2699
28 apply.

31. With respect to violations of Labor Code § 203 for failure to pay all wages due to Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in Labor Code § 2699 apply.

32. With respect to violations of Labor Code § 2802 for failure to reimburse Plaintiff and the Aggrieved Employees for all work-related expenses, the penalties in Labor Code § 2699 apply.

33. With respect to violations of Labor Code § 1198 and the relevant wage order for failure to provide Plaintiff and the Aggrieved Employees with suitable seating, the penalties in Labor Code § 2699 apply.

34. Pursuant to Labor Code § 2699(k)(1), Plaintiff and the Aggrieved Employees further seek public injunctive relief in the form of an Order enjoining Defendants from continuing to violate the California Labor Code in the manner alleged herein.

35. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorneys' fees pursuant to Labor Code § 2699(g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

First Cause of Action

1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to violate the California Labor Code in the manner alleged herein
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

Date: July 2, 2025

FRONTIER LAW CENTER

Rebecca Harteker

REBECCA HARTEKER

Attorney for Plaintiff
DENISE SURLES,
and all others similarly situated