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7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF IMPERIAL**

10 SALVADOR OCHOA, as an individual, on
behalf of himself and all persons similarly
11 situated,

12 Plaintiff,

13 v.

14 SPECIAL ORDER SYSTEMS, INC., a
California corporation; and DOES 1 through 50,
15 inclusive,

16 Defendants.
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Case No.: ECU004179

Unlimited Civil
Amount Demanded Exceeds \$35,000

FIRST AMENDED COMPLAINT

1. Failure to Timely Pay Minimum and/or Regular Wages;
2. Failure to Timely Pay Overtime and/or Double Time Wages;
3. Failure to Provide Legally Compliant Meal Periods and/or Timely Pay Premium Wages;
4. Failure to Provide Legally Compliant Rest Periods and/or Timely Pay Premium Wages;
5. Failure to Furnish Accurate Itemized Wage Statements;
6. Failure to Reimburse for Necessary Business Expenses;
7. Violation of California's Unfair Competition Law; and
8. Violation of the Private Attorneys General Act.

DEMAND FOR JURY TRIAL

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Plaintiff Salvador Ochoa (“Plaintiff”), by and through his attorneys of record, brings this class action and Private Attorneys General Act (“PAGA”) enforcement action on behalf of himself and all other persons similarly situated against Defendant Special Order Systems Inc., and Does 1 through 50, inclusive, (collectively, “Defendants” or “Special Order Systems”) on the following grounds:

INTRODUCTION

1. This action is brought by Plaintiff on behalf of himself and all current and former non-exempt employees of Special Order Systems, Inc. who performed work in California during the relevant period (“SOS Employees”).

2. Through this action, Plaintiff alleges that Defendants have engaged in a systematic pattern of violating the California Labor Code (“Labor Code”) and the applicable Industrial Welfare Commission (“IWC”) Wage Order.

3. Plaintiff is informed and believes, and thereon alleges, that Defendants have increased their profits by violating California law by, among other things:

- a. Failing to pay all minimum and/or regular wages during employment;
- b. Failing to pay all overtime and/or double time wages during employment;
- c. Failing to provide the opportunity to take legally compliant meal periods and/or pay premium wages;
- d. Failing to authorize and permit legally compliant rest periods and/or pay premium wages;
- e. Failing to timely pay all wages during employment;
- f. Failing to maintain accurate employment records;
- g. Failing to furnish accurate itemized wage statements;
- h. Failing to reimburse business expenses;
- i. Requiring employees to agree to terms or conditions prohibited by law;
- j. Failing to provide a safe and healthful place of employment; and
- k. Engaging in unfair competition.

4. By and through this action, Plaintiff, on behalf of himself and all other SOS Employees, seeks to recover all available remedies, including unpaid wages and benefits, statutory penalties, civil

1 penalties, interest, restitution, injunctive relief, attorneys' fees, and litigation costs.

2 5. All allegations in this complaint are based upon information and belief, except for those
3 allegations that specifically pertain to Plaintiff, which are based upon his personal knowledge and
4 experience. Each allegation in this complaint has evidentiary support or is likely to have evidentiary
5 support after a reasonable opportunity for further investigation and discovery.

6 **JURISDICTION AND VENUE**

7 6. Pursuant to California Code of Civil Procedure ("Code of Civil Procedure") section 382,
8 Labor Code section 2698 *et seq.*, and California Business and Professions Code ("Business and
9 Professions Code") section 17203, Plaintiff brings this action on behalf of himself and all other SOS
10 Employees.

11 7. This Court has jurisdiction over this action pursuant to Code of Civil Procedure section
12 410.10. Defendants do business in California. The amount in controversy, exclusive of interest, costs, and
13 attorneys' fees exceeds the minimum jurisdictional amount for this Court.

14 8. Venue is proper in this judicial district pursuant to Code of Civil Procedure sections 395(a)
15 and 395.5 because many of the actions, conduct, and events alleged herein occurred within this county.
16 Defendants transact business in this county and are otherwise within this Court's jurisdiction for purposes
17 of service of process. The unlawful acts alleged herein have a direct effect on Plaintiff and other SOS
18 Employees within the county and throughout the State of California.

19 9. Pursuant to rule 3.400 of the California Rules of Court, this case shall be deemed a complex
20 action because it is filed as a class action that involves specialized case management, extensive discovery
21 and evidence, difficult and/or novel issues, and is likely to require extensive post-judgment supervision.

22 **THE PARTIES**

23 10. Plaintiff Salvador Ochoa is, and at all times relevant to this complaint, was an adult
24 individual residing in Imperial County and in the State of California. Plaintiff has been employed by
25 Special Order Systems, Inc. since May 2023 as a Tablet Administrator.

26 11. Defendant Special Order Systems, Inc. is a California corporation with its principal place
27 of business in Loomis, California. Defendant Special Order Systems, Inc. provides information
28 technology services, information technology infrastructure, and cyber security to its customers, which

1 include the California Department of Corrections and Rehabilitation.

2 12. The true names and capacities, whether individual, corporate, subsidiary, partnership,
3 associate or otherwise of defendants Does 1 through 50, inclusive, are unknown to Plaintiff, who therefore
4 sues these defendants by such fictitious names pursuant to Code of Civil Procedure section 474. Plaintiff
5 will amend this complaint to allege the true names and capacities of Does 1 through 50 when they are
6 ascertained.

7 13. Plaintiff is informed and believes, and thereon alleges, that Defendants, at all times relevant
8 to this complaint, were employers subject to the Labor Code and applicable IWC Wage Order, as defined
9 therein, whose employees were and are engaged in work throughout this county within California.

10 14. At all times relevant to this complaint, the acts alleged to have been done and/or caused by
11 the named defendants are also alleged to have been done and/or caused by the fictitiously named
12 defendants and by each of their agents and/or employees who acted within the scope of their agency and/or
13 employment.

14 15. At all times relevant to this complaint, each named defendant, including each fictitiously
15 named defendant, acted as an agent, servant, employee, co-conspirator, alter-ego and/or joint venture of
16 the other defendants, and in doing the things alleged herein, acted within the course and scope of such
17 agency, employment, alter-ego and/or in furtherance of the joint venture.

18 16. At all times relevant to this complaint, the acts and/or omissions of each of the defendants,
19 including each fictitiously named defendant, concurrently contributed to the various acts and/or omissions
20 of each and every one of the other defendants, including each fictitiously named defendant, in proximately
21 causing the wrongful conduct, harm, and/or damages alleged herein.

22 17. Each of the defendants, including each fictitiously named defendant, approved of,
23 condoned, and/or otherwise ratified each and every one of the acts and/or omissions complained herein.

24 18. Each defendant, including each fictitiously named defendant, was and is acting with the
25 authority of each and every other defendant and/or are acting as agents of each and every other defendant
26 or Doe defendant.

27 19. At all times relevant to this complaint, there was a unity of interest and ownership between
28 each defendant, including each fictitiously named defendant, such that all defendants acted as a single

1 employer of Plaintiff and all other SOS Employees.

2 20. At all times relevant to this complaint, each defendant, including each fictitiously named
3 defendant, exercised supervision and control over the wages, hours, and/or working conditions of Plaintiff
4 and all other SOS Employees, including, but not limited to, implementing standard policies and
5 procedures.

6 21. At all times relevant to this complaint, each defendant, including each fictitiously named
7 defendant, was the employer or other person acting on behalf of the employer, within the meaning of
8 Labor Code sections 558, 558.1, and 1197.1, who violated or caused the violations alleged herein.

9 22. At all times relevant to this complaint, each defendant, including each fictitiously named
10 defendant, caused SOS Employees, including Plaintiff, to work and/or prevented Plaintiff and other SOS
11 Employees from working.

12 23. At all times relevant to this complaint, each defendant, including each fictitiously named
13 defendant, had control over the SOS Employees, including Plaintiff.

14 24. Each defendant, including each fictitiously named defendant, is alleged to have caused
15 each of the violations alleged herein.

16 25. Each defendant, including each fictitiously named defendant, is jointly and severally liable
17 for each of the violations alleged herein.

18 **FACTUAL ALLEGATIONS**

19 26. Plaintiff is employed by, or otherwise performs work for, Defendants. Plaintiff began
20 working for Defendants in or around May 2023. Plaintiff works as a Tablet Administrator at Centinela
21 State Prison. As a Tablet Administrator, Plaintiff's job duties consist of distributing electronics, providing
22 technical support, and performing hardware repair services to the inmates at Centinela State Prison.
23 Plaintiff is responsible for servicing inmates across multiple prison yards and housing units. Plaintiff is
24 classified by Defendants as a non-exempt employee. Plaintiff earns an hourly wage.

25 27. Defendant Special Order Systems, Inc. provides information technology services,
26 information technology infrastructure, and cyber security to its customers, which include the California
27 Department of Corrections and Rehabilitation.

28 28. At all times relevant to this complaint, Defendants employ other SOS Employees in various

1 non-exempt positions.

2 29. At all times relevant to this complaint, SOS Employees earn an hourly wage.

3 30. At all times relevant to this complaint, the policies and practices applicable to Plaintiff are
4 applicable to all other SOS Employees.

5 31. At all times relevant to this complaint, Defendants have a written policy for SOS
6 Employees to enter their daily time no later than the next day.

7 32. At all times relevant to this complaint, SOS Employees are issued a company laptop and
8 ViaPath phones that have limited capabilities to perform their job duties.

9 33. The ViaPath phones issued to Plaintiff and other SOS Employees do not work at or near
10 the prison.

11 34. Defendants have a common practice of failing to timely pay all minimum and/or regular
12 wages at least twice per calendar month on the dates designated in advance during employment.

13 35. Defendants have a common practice of not paying SOS Employees, such as Plaintiff, one
14 and one-half times their regular rate of pay for all hours worked in excess of eight hours in a workday
15 and/or 40 hours in a workweek, no later than the pay day for the next regular payroll period during
16 employment.

17 36. Plaintiff and other SOS Employees use an application on their personal cell phone to clock
18 in and out because the application on the ViaPath phone does not work at or near the prison.

19 37. Plaintiff and other SOS Employees do not have the means to document or otherwise record
20 their time worked in real time due to the lack of phone service inside the prison.

21 38. Plaintiff and other SOS Employees informed Defendants that they had to use their personal
22 cell phones to clock in and out because the timekeeping application on the ViaPath phone cannot be used
23 without phone service.

24 39. Defendants instructed Plaintiff and other SOS Employees to enter their shift start and end
25 times as their time worked, and time for a thirty-minute meal period no later than the next day.

26 40. Defendants have a common practice of rounding the time recorded when compensating
27 Plaintiff and other SOS Employees.

28 41. Defendants have a common practice of requiring approval for overtime hours.

42. Defendants have a common practice of not paying overtime wages to Plaintiff and other SOS Employees for hours worked in excess of eight hours per day and/or 40 hours per week without pre-approval.

43. Defendants have failed to pay Plaintiff and other SOS Employees for all time worked or spent under Defendants' control, including, but not limited to, the time they spent performing work during meal periods.

44. Defendants have a common practice of failing to timely pay all wages to SOS Employees during employment.

45. Defendants systematically delay payment of wages to SOS Employees by paying them on the 15th and last day of the month.

46. SOS Employees were not paid between the 16th and 26th day of the month for work performed between the 1st and the 15th day of the month.

47. SOS Employees were not paid between the 1st and 10th day of the following month for work performed between the 16th and last day of the prior month.

48. Defendants have a common practice of failing to provide SOS Employees with the opportunity to take a 30-minute, uninterrupted, duty-free, meal period before the end of their fifth hour of work when they work five or more hours in a workday.

49. Defendants do not provide Plaintiff and other SOS Employees with an opportunity to take a second 30-minute, uninterrupted, duty-free, meal period when they work ten or more hours in a workday.

50. Plaintiff and other SOS Employees do not have the ability to clock in and out for their meal periods in real time due to the lack of cell phone service and Wi-Fi connectivity inside the prison.

51. Plaintiff and other SOS Employees are instructed by Defendants to clock in and out for their meal periods at the end of the day, but no later than the next day.

52. Defendants instruct SOS Employees to clock in and out for their meal periods irrespective of whether they were actually provided with the opportunity to take a 30-minute, uninterrupted, duty-free meal period.

53. SOS Employees work independently with hostile inmates, without anyone to relieve them of their duties during meal periods.

1 54. SOS Employees are compelled and prevented from taking lawful meal periods because of
2 Defendants' staffing practices and the number of inmates SOS Employees are to service on any given day.

3 55. SOS Employees are compelled and prevented from taking lawful meal periods because of
4 the hostility of the work environment.

5 56. SOS Employees regularly do not take their meal period because it is nearly impossible to
6 get to a break location and back to work in the time given because the closest break location is
7 approximately fifteen minutes away.

8 57. Defendants knew or had reason to know that SOS Employees were not provided with the
9 opportunity to take lawful meal periods.

10 58. Defendants inconsistently pay SOS Employees, including Plaintiff, one additional hour of
11 pay at their regular rate of compensation for each workday that a lawful meal period is not provided.

12 59. Defendants have a common practice of not timely paying SOS Employees one additional
13 hour of pay at their regular rate of compensation for each workday that a lawful meal period is not
14 provided.

15 60. Defendants have a common practice of failing to authorize and permit SOS Employees to
16 take an uninterrupted, duty-free rest period of at least ten minutes for every four hours worked or major
17 fraction thereof.

18 61. At all times relevant to this complaint, SOS Employees work independently with hostile
19 inmates, without anyone to relieve them for rest periods.

20 62. At all times relevant to this complaint, Defendants' staffing practices, as well as the number
21 of inmates SOS Employees are to service on any given day, compel or otherwise prevent SOS Employees
22 from taking rest periods.

23 63. At all times relevant to this complaint, the hostile work environment compels or otherwise
24 prevents SOS Employees from taking rest periods.

25 64. SOS Employees are unable to take their rest periods because the nearest break location is
26 approximately fifteen minutes away, it is nearly impossible to get to the break location and back to work
27 in time.

28 65. Defendants knew or had reason to know that SOS Employees were not authorized or

1 permitted to take lawful rest periods.

2 66. Defendants have a common practice of not paying SOS Employees one additional hour of
3 pay at their regular rate of compensation for each workday that a lawful rest period is not provided.

4 67. Defendants have a common practice of failing to furnish SOS Employees with accurate
5 itemized wage statements.

6 68. At all times relevant to this complaint, Defendants have a common practice of issuing wage
7 statements to SOS Employees, including Plaintiff, that did not accurately reflect their gross wages earned,
8 total hours worked, all deductions, all applicable hourly rates in effect during the pay period, and the
9 corresponding number of total hours worked, as well as premium wages earned.

10 69. The wage statements issued by Defendants do not include the accurate time worked during
11 the pay period.

12 70. Defendants regularly engage in unlawful rounding practices thereby resulting in inaccurate
13 hours worked and wages earned on the wage statements.

14 71. The wage statements issued by Defendants do not include the accurate wages earned for
15 all time worked or spent under the control of Defendants, including but not limited to, regular and overtime
16 wages.

17 72. The wage statements issued by Defendants do not include payment for meal and/or rest
18 period premiums for all non-compliant meal and rest periods.

19 73. Due to the missing and/or incorrect information on their wage statements, Plaintiff and
20 other SOS Employees are unable to promptly and easily determine their gross and net wages earned and
21 their total hours worked during the pay period.

22 74. Defendants knew or had reason to know that the information included on the wage
23 statements furnished to Plaintiff and other SOS Employees was incorrect.

24 75. Defendants have a common practice of failing to maintain accurate employment records.

25 76. Defendants have a common practice of failing to keep accurate time records showing the
26 beginning and end of each work period and beginning and end of each meal period.

27 77. Defendants do not keep accurate records of the packages delivered and the heavy weight
28 packages handled by Non-Exempt Employees.

1 78. Defendants do not maintain accurate records of the total hours worked in the payroll period
2 and applicable rates of pay.

3 79. Defendants do not keep accurate records of the total wages paid to Non-Exempt employees
4 each payroll period.

5 80. Defendants have a common practice of failing to reimburse for business expenses incurred.

6 81. Plaintiff and other SOS Employees have to use an application on their personal cell phone
7 to clock in and out because the application on the ViaPath phone does not work at or near the prison.

8 82. Plaintiff and other SOS Employees use their personal cellphones for work-related tasks.

9 83. Defendants have a common practice of not reimbursing Plaintiff and other SOS Employees
10 for use of their personal cell phones for work purposes.

11 84. Defendants have a practice of requiring or otherwise pressuring SOS Employees to agree
12 to terms or conditions which are known by Defendants to be prohibited by law.

13 85. Defendants required Plaintiff and other SOS Employees to sign and agree to an Employee
14 Confidentiality and Non-Compete Agreement (“Agreement”) as a condition of their employment.

15 86. The Agreement contains an unlawful non-compete provision that precludes SOS
16 Employees from directly or indirectly soliciting, diverting or taking away any clients, customers, accounts,
17 or prospective clients, customers, or accounts during their employment and for a period of two years after
18 their employment.

19 87. The Agreement also precludes SOS Employees from recruiting, soliciting, or inducting any
20 employee, consultant, contractor, vendor, or other business relation to terminate or modify their
21 relationship with Defendants.

22 88. The Agreement prohibits Plaintiff and other SOS Employees from practicing their
23 profession or trade.

24 89. Defendants have a systematic practice of failing to provide SOS Employees with a safe
25 and healthful place of employment.

26 90. Defendants regularly schedule one SOS Employee to work along with a buddy or an escort
27 in a hostile prison environment, while serving multiple housing units across different yards.

28 91. The inmates in the prison are typically hostile towards the SOS Employee and use fear,

intimidation, and violence to get the service and/or equipment they want.

92. Despite being aware that SOS Employees are working in a hostile environment and are subject to intimidation, threats of harm, and physical violence, Defendants have failed to take adequate safety measures or provide adequate support systems to protect SOS Employees.

93. Defendants engage in a common pattern and practice of unfair, unlawful, and fraudulent business practices.

94. On May 8, 2025, Plaintiff submitted written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants informing them of Defendants' alleged violations of the Labor Code and IWC Wage Orders. A true and correct copy of the May 8, 2025 written notice is attached hereto as **Exhibit 1** and is incorporated herein by reference.

95. The LWDA has not provided notice of its intent to investigate the allegations asserted by Plaintiff.

96. Plaintiff believes that additional violations may be discovered and therefore reserves his right to allege additional violations of law as investigation and discovery warrants. In the event Plaintiff discovers additional violations, Plaintiff will seek to amend the operative complaint.

CLASS ALLEGATIONS

97. Plaintiff seeks to represent the following classes, which are defined as follows:

Non-Exempt Class:

All current and former non-exempt employees of Special Order Systems, Inc., who performed work in California during the period commencing on the date that is four years prior to the filing of the initial complaint through and including final judgment. To the extent equitable tolling operates to toll the claims by the Non-Exempt Class against Defendants, the time period should be adjusted accordingly.

Wage Statement Sub-Class:

All current and former non-exempt employees of Special Order Systems, Inc., who performed work in California during the period commencing on the date that is one year prior to the filing of the initial complaint through and including final judgment. To the extent equitable tolling operates to toll the claims by the Wage Statement Sub-Class against Defendants, the time period should be adjusted accordingly.

98. Plaintiff reserves the right to establish other additional classes or subclasses or to modify

any class definition, as appropriate based on investigation, discovery, and specific theories of liability.

99. Members of the classes described above will be collectively referred to herein as “class members.”

100. Class members are “employees” as the term is used in the Labor Code and the applicable IWC Wage Order regulating wages, hours, and working conditions in the state of California.

101. This action has been brought and may be properly maintained as a class action pursuant to Code of Civil Procedure section 382 because:

a. Numerosity: The members of the Non-Exempt Class and Wage Statement Sub-Class are sufficiently numerous that joinder of all members is impracticable. Although the precise number of class members is unknown to Plaintiff at this time, on information and belief, he estimates that there are approximately 100 class members.

b. Commonality: There are common questions of law and fact as to the class members that predominate over questions affecting only individual members because this action involves Defendants’ systematic course of conduct. Common questions include, but are not limited to:

- i. Whether Defendants failed to timely pay class members for all time worked;
- ii. Whether Defendants failed to provide class members with the opportunity to take lawful meal periods;
- iii. Whether Defendants authorized and permitted class members to take lawful rest periods for every four hours worked or major fraction thereof;
- iv. Whether Defendants paid premium wages for non-compliant meal and rest periods;
- v. Whether Defendants failed to furnish class members with accurate, itemized wage statements;
- vi. Whether Defendants engaged in unfair business practices;
- vii. Whether the class members are entitled to damages, restitution, or other relief resulting from Defendants’ conduct; and

viii. What is the appropriate amount of damages, restitution, or other relief the class members are entitled to as a result of Defendants' conduct?

c. Typicality: The claims (or defenses, if any) of Plaintiff are typical of the claims (or defenses, if any) of the class members because Defendants' failure to comply with the provisions of California law entitled each class member to similar pay, benefits, and other relief. The injuries sustained by Plaintiff are also typical of the injuries sustained by the class members because they arise out of and are caused by Defendants' common course of conduct as alleged herein.

d. Adequacy: Plaintiff is qualified to represent the class members and is ready and willing to take the time necessary to prosecute this action. Plaintiff has no conflicts that will prevent him from fairly and adequately representing and protecting the interests of the class members. In addition, Plaintiff's attorneys, as proposed class counsel, are competent and experienced in litigating employment class actions and are versed in the rules governing class action discovery, class certification, and settlement. Plaintiff has incurred and will continue to incur attorneys' fees and costs for the prosecution of this action for the substantial benefit of each class member.

e. Superiority: The nature of this action makes class adjudication superior to other methods because joinder of all class members is impractical. A class action will achieve the economies of time, effort, and expense as compared to a series of separate lawsuits and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner at the same time for each class member. If appropriate, this Court is empowered to fashion methods to efficiently manage this case as a class action.

f. Public Policy Considerations: California employers violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future employment prospects through negative references or other means. Class actions

provide the unnamed class members with a type of anonymity that allows for the vindication of their rights as the same as affording them privacy protections.

PAGA DESIGNATION

102. Plaintiff represents himself and the following group of individuals:

Aggrieved Employees

All current and former non-exempt employees of Special Order Systems, Inc., who performed work in California during the period commencing on the date that is one year and sixty five days prior to the filing of the First Amended Complaint through and including final judgment. To the extent equitable tolling operates to toll the claims by the Aggrieved Employees against Defendants, the time period should be adjusted accordingly.

103. Members of the group described above will be collectively referred to herein as “Aggrieved Employees.”

104. The Aggrieved Employees are all “employees” as the term is used in the Labor Code and the IWC Wage Orders regulating wages, hours, and working conditions in the state of California.

105. Plaintiff reserves his right to redefine the group of Aggrieved Employees as permitted by California law.

106. Pursuant to Labor Code section 2698 *et seq.*, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

107. Pursuant to Labor Code section 2699(m), all civil penalties recovered must be allocated sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to the aggrieved employees.

108. Plaintiff is an “aggrieved employee” under the PAGA because he was employed by the alleged violator and personally suffered each of the violations alleged.

109. Plaintiff exhausted his administrative remedies by submitting written notice to the LWDA and Defendants. See Ex. 1.

110. The LWDA had 65 days to provide notice of whether it intended to investigate the alleged violations. Lab. Code § 2699.3(a)(2)(A).

111. To date, the LWDA has not provided notice of its intent to investigate the alleged violations

CAUSES OF ACTION

FIRST CAUSE OF ACTION

(By Plaintiff, individually and on behalf of the Non-Exempt Class, Against All Defendants)

FAILURE TO TIMELY PAY MINIMUM WAGES AND/OR REGULAR WAGES

**[Labor Code §§ 204, 210, 1194, 1194.2, 1197, 1197.1, 1198, and the “Minimum Wages” and
“Hours and Days of Work” sections of the Applicable IWC Wage Order]**

112. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

113. Under Labor Code section 1197 “[t]he minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage and the minimum so fixed is unlawful.”

114. Labor Code section 1198 states,

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of an employee for longer hours than those fixed by the order or under the conditions of labor prohibited by the order is unlawful.

115. Labor Code section 204 establishes an employee’s fundamental right in the state of California to be paid wages in a timely manner for their work. Labor Code section 204(a) states in part, “[a]ll wages ... earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as regular paydays.”

116. Labor Code section 204 requires that “labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.”

117. The “Minimum Wages” section of the applicable IWC Wage Order further provides that “[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.”

118. Labor Code section 1194(a) states that "... any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

119. Labor Code section 1194.2(a) states in part,

In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

120. Labor Code section 210 provides that any person who fails to pay wages as provided in Labor Code sections 201.3, 203, 204, 204(b), 204.1, 204.2, 205, 205.5, and 1197.5 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation \$200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

121. Labor Code section 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to sections 203 as follows:

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.

122. Defendants have a common practice of failing to timely pay all minimum and/or regular

wages at least twice per calendar month on the dates designated in advance during employment to members of the Non-Exempt Class.

123. Defendants have a common practice of failing to timely pay all wages to members of the Non-Exempt Class during employment.

124. Members of the Non-Exempt Class use an application on their personal cell phone to clock in and out because the application on the ViaPath phone does not work at or near the prison.

125. Members of the Non-Exempt Class do not have the means to document their time worked in real time due to the lack of phone service inside the prison.

126. Members of the Non-Exempt Class informed Defendants that they had to use their personal cell phones to clock in and out because the timekeeping application on the ViaPath phone cannot be used without phone service.

127. Defendants instructed members of the Non-Exempt Class to enter their shift start and end times as their time worked, and time for a thirty-minute meal period no later than the next day.

128. When compensating members of the Non-Exempt Class, Defendants have a common practice of rounding their time worked.

129. Members of the Non-Exempt Class are systematically not paid for all their time engaged in work or spent under the control of the employer, including but not limited to, time spent working during meal periods.

130. Defendants systematically delay payment of wages to members of the Non-Exempt Class by paying them on the 15th and last day of the month.

131. Members of the Non-Exempt Class are not paid between the 16th and 26th day of the month for work performed between the 1st and the 15th day of the month.

132. Members of the Non-Exempt Class are not paid between the 1st and 10th day of the following month for work performed between the 16th and last day of the prior month.

133. Defendants knew or had reason to know that members of the Non-Exempt Class were not being timely compensated for all time worked or spent under the control of Defendants.

134. Having not been timely and properly paid for all hours worked, Plaintiff and other members of the Non-Exempt Class have suffered, and will continue to suffer, damages in an amount which is

1 presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained
2 according to proof at trial.

3 135. Plaintiff and other members of the Non-Exempt Class are entitled to, and seek to, recover
4 all unpaid wages, penalties, interest and liquidated damages under Labor Code sections 210, 218.6,
5 1194(a), 1194.2, and 1197.1.

6 136. Plaintiff and other members of the Non-Exempt Class are entitled to, and seek, an award
7 of reasonable attorneys' fees and costs under Labor Code sections 218.5, 1194(a), and Code of Civil
8 Procedure section 1021.5.

9 137. Plaintiff, on behalf of himself and all other members of the Non-Exempt Class, requests
10 further relief as described in the below prayer.

11 **SECOND CAUSE OF ACTION**

12 **(By Plaintiff, individually and on behalf of the Non-Exempt Class, Against All Defendants)**

13 **FAILURE TO TIMELY PAY OVERTIME AND/OR DOUBLE TIME WAGES**

14 **[Labor Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the "Minimum Wages"**
15 **and "Hours and Days of Work" sections of the Applicable IWC Wage Order]**

16 138. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully
17 set forth herein.

18 139. Under Labor Code section 1197 "[t]he minimum wage for employees fixed by the
19 commission or by any applicable state or local law, is the minimum wage to be paid to employees, and
20 the payment of a lower wage and the minimum so fixed is unlawful."

21 140. Labor Code section 204 establishes an employee's fundamental right in the state of
22 California to be paid wages in a timely manner for their work. Labor Code section 204(b)(1) states, "all
23 wages earned for labor in excess of the normal work period shall be paid no later than the payday for the
24 next regular payroll period."

25 141. The "Minimum Wages" section of IWC Wage Order No. 5-2001 further provides that
26 "[e]very employer shall pay to each employee, on the established payday for the period involved, not less
27 than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration
28 is measured by time, piece, commission, or otherwise."

142. Under Labor Code section 510(a) any work in excess of eight hours in a workday and any work in excess of 40 hours in a workweek must be compensated at the rate of no less than one and one-half times the employee's regular rate of pay.

143. The "Hours and Days of Work" and "Minimum Wages" sections of the applicable IWC Wage Order mandate the same requirements as Labor Code section 510.

144. Under California law, an employee may not waive his or her right to overtime compensation. *Early v. Superior Court*, 79 Cal.App.4th 1420, 1430 (2000).

145. Labor Code section 1194(a) states that "... any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

146. Labor Code section 1194.2(a) states in part,

In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

147. Labor Code section 210 provides that any person who fails to pay wages as provided in Labor Code sections 201.3, 203, 204, 204(b), 204.1, 204.2, 205, 205.5, and 1197.5 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation \$200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

148. Labor Code section 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to sections 203 as follows:

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to

Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.

149. Labor Code section 558(a) provides that “any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty” of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation in addition to an amount sufficient to recover unpaid wages, and \$100 for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages for each subsequent violation.

150. Defendants have a common practice of failing to pay members of the Non-Exempt Class one and one-half times their regular rate of pay for all hours worked in excess of eight hours in a workday and/or 40 hours in a workweek no later than the pay day for the next regular payroll period during employment.

151. Members of the Non-Exempt Class use an application on their personal cell phone to clock in and out because the application on the ViaPath phone does not work at or near the prison.

152. Members of the Non-Exempt Class do not have the means to document their time worked in real time due to the lack of phone service inside the prison.

153. Members of the Non-Exempt Class informed Defendants that they had to use their personal cell phones to clock in and out because the timekeeping application on the ViaPath phone cannot be used without phone service.

154. Defendants instructed members of the Non-Exempt Class to enter their shift start and end times as their time worked, and time for a thirty-minute meal period no later than the next day.

155. Defendants have a common practice of rounding the time worked by members of the Non-Exempt Class when paying them.

156. Defendants have a common practice of requiring members of the Non-Exempt Class to receive pre-approval for overtime hours.

157. Defendants have a common practice of not paying members of the Non-Exempt Class for hours worked in excess of eight hours per day and/or 40 hours per week without pre-approval.

158. Defendants have a common practice of failing to pay members of the Non-Exempt Class for all time worked or spent under Defendants' control, including but not limited to, the time they spent performing work during meal periods.

159. Defendants knew or should have known that members of the Non-Exempt Class were not being timely compensated all overtime wages earned.

160. Having not been timely or properly paid overtime and/or double time compensation, Plaintiff and other members of the Non-Exempt Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

161. Plaintiff and other members of the Non-Exempt Class are entitled to, and seek to, recover all unpaid wages, penalties, interest, and liquidated damages under Labor Code sections 210, 218.6, 558, 1194(a), 194.2, and 1197.1.

162. Plaintiff and other members of the Non-Exempt Class are entitled to, and seek, an award of reasonable attorneys' fees and costs under Labor Code sections 218.5, 1194(a), and Code of Civil Procedure section 1021.5.

163. Plaintiff, on behalf of himself and all other members of the Non-Exempt Class, requests further relief as described in the below prayer.

THIRD CAUSE OF ACTION

(By Plaintiff, individually and on behalf of the Non-Exempt Class, Against All Defendants)

FAILURE TO PROVIDE COMPLIANT MEAL PERIODS AND/OR PAY PREMIUM WAGES [Labor Code §§ 204, 210, 226.7, 512, 558, 1198, and the "Meal Periods" section of the Applicable IWC Wage Order]

164. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

165. Labor Code section 1198 states,

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of an employee for longer hours than those fixed by the order or under the conditions of labor prohibited by the order is unlawful.

166. Labor Code section 512(a) provides:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

167. The “Meal Periods” section of the applicable IWC Wage Order provides, in pertinent part:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. ...

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

168. A meal period generally complies with the requirements of California law if the employee has at least 30 minutes uninterrupted, is relieved of any and all work duties, and is free to leave the premises during such time. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1036 (2012). California law further prohibits employers from “. . . undermining [its] formal policy of providing meal periods by pressuring employees to perform their duties in ways that omit breaks.” *Id.* at 1040 [internal citations omitted].

169. Labor Code section 226.7(b) states “[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

1 170. Labor Code section 226.7(c) states “[i]f an employer fails to provide an employee a meal
2 or rest or recovery period in accordance with state law ... the employer shall pay the employee one
3 additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or
4 rest or recovery period is not provided.”

5 171. Under California law, premium wages under Labor Code section 226.7 are due and payable
6 in accordance with Labor Code section 204. *Murphy v. Kenneth Cole Productions, Inc.*, 40 Cal.4th 1094,
7 1103-14 (2007).

8 172. Labor Code section 204(a) states in pertinent part, “[a]ll wages ... earned by any person in
9 any employment are due and payable twice during each calendar month, on days designated in advance
10 by the employer as regular paydays.” Labor Code section 204(b)(1) states, “all wages earned for labor in
11 excess of the normal work period shall be paid no later than the payday for the next regular payroll period.”

12 173. Labor Code section 210 provides that any person who fails to pay wages as provided in
13 Labor Code sections 201.3, 203, 204, 204(b), 204.1, 204.2, 205, 205.5, and 1197.5 shall be subject to a
14 civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent
15 violation, or any willful or intentional violation \$200 for each failure to pay each employee, plus 25% of
16 the amount unlawfully withheld, in addition to any other penalty.

17 174. Labor Code section 558(a) provides that “any employer or other person acting on behalf of
18 an employer who violates, or causes to be violated, a section of this chapter or any provision regulating
19 hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil
20 penalty” of \$50 for each underpaid employee for each pay period for which the employee was underpaid
21 for any initial violation in addition to an amount sufficient to recover unpaid wages, and \$100 for each
22 underpaid employee for each pay period for which the employee was underpaid in addition to an amount
23 sufficient to recover unpaid wages for each subsequent violation.

24 175. Defendants have a common practice of failing to provide members of the Non-Exempt
25 Class with the opportunity to take a 30-minute, uninterrupted, duty-free, meal period before the end of
26 their fifth hour of work when they work five or more hours in a workday.

27 176. Defendants have a common practice of failing to provide members of the Non-Exempt
28 Class with an opportunity to take a second 30-minute, uninterrupted, duty-free, meal period when they

1 work ten or more hours in a workday.

2 177. Members of the Non-Exempt Class do not have the ability to clock in and out for their meal
3 periods in real time due to the lack of cell phone service and Wi-Fi connectivity.

4 178. Members of the Non-Exempt Class are instructed to clock in and out of their meal periods
5 at the end of the day, but no later than the next day.

6 179. Members of the Non-Exempt Class are directed to clock in and out for their meal periods
7 irrespective of whether they were provided with the opportunity to take a 30-minute, uninterrupted, duty-
8 free, meal period.

9 180. Members of the Non-Exempt Class are regularly compelled and prevented from taking
10 lawful meal periods because Defendants' staffing practices require them to work alone with hostile
11 inmates and without anyone to relieve them for meal periods.

12 181. Members of the Non-Exempt Class are regularly forced to skip their meal periods because
13 they have too many inmates to serve in a single day and the inmates often become irritated and aggressive
14 if they are not being serviced, thus requiring a constant presence by members of the Non-Exempt Class.

15 182. Members of the Non-Exempt Class are discouraged and otherwise prevented from taking
16 lawful meal periods because it is nearly impossible to get to a break location and back since the nearest
17 break location is about fifteen minutes away.

18 183. Defendants knew or should have known that members of the Non-Exempt Class were not
19 being provided with the opportunity to take lawful meal periods.

20 184. Defendants fail to consistently pay members of the Non-Exempt Class one additional hour
21 of pay at their regular rate of compensation for each workday that a non-compliant meal period was not
22 provided.

23 185. Defendants have a common practice of not timely paying members of the Non-Exempt
24 Class one additional hour of pay at their regular rate of compensation for each workday that a lawful meal
25 period was not provided.

26 186. Having not been provided with the opportunity to take lawful meal periods and/or been
27 paid premium wages, Plaintiff and other members of the Non-Exempt Class have suffered, and will
28 continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional

limits of this Court and which will be ascertained according to proof at trial.

187. Plaintiff and other members of the Non-Exempt Class are entitled to, and seek to, recover all unpaid premium wages, penalties, and interest under Labor Code sections 210, 218.6, 226.7, and 558.

188. Plaintiff and other members of the Non-Exempt Class are entitled to, and seek, an award of reasonable attorneys' fees under Labor Code sections 218.5 and Code of Civil Procedure section 1021.5.

189. Plaintiff, on behalf of himself and all other members of the Non-Exempt Class, requests further relief as described in the below prayer.

FOURTH CAUSE OF ACTION

(By Plaintiff, individually and on behalf of the Non-Exempt Class, Against All Defendants)

FAILURE TO PROVIDE COMPLIANT REST PERIODS AND/OR PAY PREMIUM WAGES

[Labor Code §§ 204, 210, 226.7, 1198, and the "Rest Periods" section of the Applicable IWC Wage Order]

190. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

191. Labor Code section 1198 states,

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of an employee for longer hours than those fixed by the order or under the conditions of labor prohibited by the order is unlawful.

192. The "Rest Periods" section of the applicable IWC Wage Order provides:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes of net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

1 193. During rest periods, California law requires employers to relinquish all control over their
2 employees and relieve their employees of all duties. *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th
3 267, 269 (2016).

4 194. Labor Code section 226.7(b) states “[a]n employer shall not require an employee to work
5 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
6 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health
7 Standards Board, or the Division of Occupational Safety and Health.”

8 195. Labor Code section 226.7(c) states “[i]f an employer fails to provide an employee a meal
9 or rest or recovery period in accordance with state law ... the employer shall pay the employee one
10 additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or
11 rest or recovery period is not provided.”

12 196. Under California law, premium wages under Labor Code section 226.7 are due and payable
13 in accordance with Labor Code section 204. *Murphy*, 40 Cal.4th at 1103-14.

14 197. Labor Code section 204(a) states in pertinent part, “[a]ll wages ... earned by any person in
15 any employment are due and payable twice during each calendar month, on days designated in advance
16 by the employer as regular paydays.” Labor Code section 204(b)(1) states, “all wages earned for labor in
17 excess of the normal work period shall be paid no later than the payday for the next regular payroll period.”

18 198. Labor Code section 210 provides that any person who fails to pay wages as provided in
19 Labor Code sections 201.3, 203, 204, 204(b), 204.1, 204.2, 205, 205.5, and 1197.5 shall be subject to a
20 civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent
21 violation, or any willful or intentional violation \$200 for each failure to pay each employee, plus 25% of
22 the amount unlawfully withheld, in addition to any other penalty.

23 199. Defendants have a common practice of failing to authorize and permit members of the
24 Non-Exempt Class to take an uninterrupted, duty-free rest period of at least ten minutes for every four
25 hours worked or major fraction thereof.

26 200. Members of the Non-Exempt Class are compelled or otherwise prevented from taking
27 lawful rest periods as a result of Defendant’s staffing practices that require them to work alone with hostile
28 inmates and without anyone to relieve them for rest periods.

202. Members of the Non-Exempt Class are discouraged and otherwise prevented from taking lawful rest periods because it is nearly impossible to get to a break location and back since the nearest break location is about fifteen minutes away.

203. Defendants knew or should have known that members of the Non-Exempt Class were not authorized and permitted to take lawful rest periods.

204. Defendants have a common practice of not timely paying members of the Non-Exempt Class one additional hour of pay at their regular rate of compensation for each workday that a lawful rest period was not provided.

205. Having not been authorized and permitted to take lawful rest periods and/or been paid premium wages, Plaintiff and other members of the Non-Exempt Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court, and which will be ascertained according to proof at trial.

206. Plaintiff and other members of the Non-Exempt Class are entitled to, and seek to, recover all unpaid premium wages, penalties, and interest under Labor Code sections 210, 218.6, and 226.7.

207. Plaintiff and other members of the Non-Exempt Class are entitled to, and seek, an award of reasonable attorneys' fees under Labor Code sections 218.5 and Code of Civil Procedure section 1021.5.

208. Plaintiff, on behalf of himself and all other members of the Non-Exempt Class, requests further relief as described in the below prayer.

(By Plaintiff, individually and on behalf of the Wage Statement Sub-Class, Against All Defendants)

[Labor Code §§ 226, 226.3, 1198, and the “Records” section of the Applicable IWC Wage Order]

209. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully

1 set forth herein.

2 210. Labor Code section 226 states in pertinent part:

3 Every employer shall, semimonthly or at the time of each payment of
4 wages, furnish each of his or her employees, either as detachable part of the
5 check, draft, or voucher paying the employee's wages, or separately when
6 wages are paid by personal check or cash, an accurate itemized statement in
7 writing showing (1) gross wages earned, (2) total hours worked by the
8 employee... (5) net wages earned, (6) the inclusive dates of the period for
9 which the employee is paid... (7) the name of the employee and only the
last four digits of his or her social security number or an employee
identification number...(8) the name and address of the legal entity that is
the employer, and (9) all applicable hourly rates in effect during each period
and the corresponding number of hours worked at each hourly rate by the
employee...

10 211. The "Records" section the applicable IWC Wage Order states in pertinent part,

11 [e]very employer shall semimonthly or at the time of each payment of
12 wages furnish to each employee...an itemized wage statement in writing
13 showing (1) all deductions; (2) the inclusive dates of the period for which
14 the employee is paid; (3) the name of the employee and the employee's
15 social security number; and (4) the name of the employer, provided all
deductions made on written orders of the employee may be aggregate and
shown as one item.

16 212. Under California law, meal and rest period premium wages must be included on an
17 employee's itemized wage statement. *Naranjo v. Spectrum Security Services, Inc.*, 13 Cal.5th 93, 121
18 (2022).

19 213. An injury occurs where the employer fails to provide accurate information, and the
20 employee cannot "promptly and easily determine" the total number of hours worked or the "applicable
21 hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly
22 rate." Lab. Code § 226(a)(9)-(e)(2)(B)(i).

23 214. Labor Code section 226(e)(2)(c) explains that the phrase "promptly and easily determine"
24 means that "a reasonable person would be able to readily ascertain the information without reference to
25 documents or information."

26 215. Labor Code section 226(e)(1) further provides,

27 [a]n employee suffering injury as a result of knowing and intentional failure
28 by an employer to comply with subdivision (a) is entitled to recover the
greater of all actual damages or fifty dollars (\$50) for the initial pay period

1 in which a violation occurs and one hundred dollars (\$100) per employee
2 for each violation in a subsequent pay period, not to exceed an aggregate
3 penalty of four thousand (\$4,000), and is entitled to an award of costs and
reasonable attorneys' fees.

4 216. According to Labor Code section 226(h), "an employee may also bring an action for
5 injunctive relief to ensure compliance with this section and is entitled to an award of costs and reasonable
6 attorneys' fees."

7 217. Labor Code section 226.3 imposes an additional civil penalty on the employer of \$250.00
8 per employee per violation of Labor Code section 226(a) in an initial citation and \$1,000 per employee
9 for each violation in a subsequent citation.

10 218. Defendants have a common practice of failing to furnish members of the Wage Statement
11 Sub-Class with accurate itemized wage statements.

12 219. The wage statements issued by Defendants to members of the Wage Statement Sub-Class
13 do not accurately reflect their gross wages earned, total hours worked, all deductions, all applicable hourly
14 rates in effect during their pay period, the corresponding number of total hours worked, accurate overtime
15 and double time wages earned, and premium wages earned.

16 220. The wage statements issued to members of the Wage Statement Sub-Class do not include
17 the accurate time worked during the pay period.

18 221. Defendants routinely engage in rounding practices resulting in inaccurate hours worked
19 and wages earned on the wage statements issued to members of the Wage Statement Sub-Class.

20 222. Defendants issued wage statements to members of the Wage Statement Sub-Class that fail
21 to accurately reflect the wages earned for all time actually worked or spent under their control, including,
22 but not limited to, regular and overtime wages.

23 223. Members of the Wage Statement Sub-Class were issued wage statements that fail to
24 accurately reflect payments for meal and/or rest period premiums for all non-compliant meal and rest
25 periods.

26 224. Due to the missing and/or incorrect information on their wage statements, Plaintiff and
27 other members of the Wage Statement Sub-Class are unable to promptly and easily determine their total
28 number of hours worked and/or their wages earned during the pay period.

226. Having received wage statements that do not comply with California law, Plaintiff and other members of the Wage Statement Sub-Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

227. Plaintiff and other members of the Wage Statement Sub-Class are entitled to, and seek to, recover statutory penalties pursuant to Labor Code section 226(e)(1).

228. Plaintiff and other members of the Wage Statement Sub-Class are entitled to, and seek to, recover civil penalties under Labor Code section 226.3.

229. Plaintiff and other members of the Wage Statement Sub-Class are entitled to, and seek, injunctive relief under Labor Code section 226(h) to ensure compliance with Labor Code section 226.

230. Plaintiff and other members of the Wage Statement Sub-Class are entitled to, and seek, an award of reasonable attorneys' fees pursuant to Labor Code sections 218.5, 226(e)(1), 226(h), and Code of Civil Procedure section 1021.5.

231. Plaintiff, on behalf of himself and all other members of the Wage Statement Sub-Class, requests further relief as described in the below prayer.

SIXTH CAUSE OF ACTION

(By Plaintiff, individually and on behalf of the Non-Exempt Class, Against All Defendants)

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

[Labor Code § 2802]

232. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

233. Labor Code section 2802(a) provides in pertinent part, “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

234. Labor Code section 2802(b) states,

All awards made by a court or by the Division of Labor Standards

Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.

235. Labor Code section 2802(c) states, “[f]or purposes of this section, the term ‘necessary expenditures or losses’ shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

236. Defendants have a common practice of failing to reimburse members of the Non-Exempt Class for business expenses incurred in discharge of their job duties.

237. Members of the Non-Exempt Class use an application on their personal cell phone to clock in and out because the application on the ViaPath phone does not work at or near the prison.

238. Members of the Non-Exempt Class also use their personal cellphones for work-related tasks.

239. Members of the Non-Exempt Class informed Defendants that they were using their personal cell phones for work purposes.

240. Defendants do not reimburse members of the Non-Exempt Class for use of their personal cell phones for employment-related purposes.

241. Having not been reimbursed for business expenses incurred in discharge of their job duties, Plaintiff and other members of the Non-Exempt Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

242. Plaintiff and other members of the Non-Exempt Class are entitled to, and seek to, recover the full amount of expenses incurred as well as interest under Labor Code section 2802.

243. Plaintiff and other members of the Non-Exempt Class are entitled to, and seek, an award of reasonable attorneys’ fees and costs pursuant to Labor Code sections 218.5, 2802(c), and Code of Civil Procedure section 1021.5.

244. Plaintiff, on behalf of himself and all other members of the Non-Exempt Class, requests further relief as described in the below prayer.

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SEVENTH CAUSE OF ACTION

(By Plaintiff, individually and on behalf of the Non-Exempt Class, Against All Defendants)

VIOLATION OF CALIFORNIA’S UNFAIR COMPETITION LAW

[Bus. & Prof. Code §§ 17200 et seq.]

245. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

246. California’s Unfair Competition Law (“UCL”) broadly prohibits “any unlawful, unfair or fraudulent business act or practice.”

247. The UCL permits a cause of action to be brought if a practice violates some other law. In effect, the “unlawful” prong of the UCL makes a violation of the underlying law a per se violation of Business and Professions Code section 17200. *Cel-Tech Commc’ns, Inc. v. Los Angeles Cellular Tel. Co.*, 20 Cal.4th 163, 180 (1999). Virtually any law or regulation – federal or state, statutory or common law – can serve as predicate for a Section 17200 violation. *Farmers Ins. Exch. v. Superior Court*, 2 Cal.4th 377, 383 (1992).

248. Under the UCL, a practice may be “unfair” even if not specifically proscribed by some other law. *Korea Supply Co. v. Lockheed Martin Corp.*, 29 Cal.4th 1134, 1143 (2003) (internal citations omitted). According to the California Supreme Court, the “unfair” standard is intentionally broad to allow courts maximum discretion in prohibiting new schemes to defraud. *Cel-Tech*, 20 Cal.4th at 180-81.

249. A business act or practice is deemed “fraudulent” under Section 17200 where “members of the public are likely to be deceived.” *Blakemore v. Superior Court*, 129 Cal.App.4th 36, 49 (2005). That is, a showing of actual deception, reasonable reliance, or damages is not required. *Id.* The “fraudulent” prong of the UCL can be used to attack the deceptive manner in which otherwise lawful contract terms are presented to an individual. *Boschma v. Home Loan Ctr., Inc.*, 198 Cal App.4th 230, 253 (2011). Even a true statement may be unlawful under Section 17200 if it is “couched in such a manner that it is likely to mislead or deceive . . . , such as by failure to disclose other relevant information.” *Id.*

250. Business and Professions Code section 17203 states in part,

Any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction. The court may make such orders or judgments, including the appointment of a

receiver, as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition, as defined in this chapter, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition.

251. Defendants' business practices violate all three prongs of the UCL.

252. Defendants' practices violate the unlawful prong because Defendants violated the Labor Code and the applicable IWC Wage order by failing to timely pay all minimum and regular wages during employment; failing to timely pay all overtime and double time wages during employment; failing to timely pay all wages during employment; failing to provide legally compliant meal periods; failing to authorize and permit rest periods; failing to pay premium wages for non-compliant meal and/or rest periods; failing to furnish accurate itemized wage statements; failing to reimburse for business expenses incurred; and requiring employees to agree to terms and conditions prohibited by law. Indeed, by violating California labor laws Defendants have increased their profits while wrongfully depriving Plaintiff and other members of the Non-Exempt Class of their rights.

253. Defendants' practices violate the unfair prong because Defendants implemented a culture and practice of unfairly underpaying members of the Non-Exempt Class for work performed; compelled members of the Non-Exempt Class to perform work during meal and/or rest periods; denied members of the Non-Exempt Class their right to lawful meal and/or rest periods; refused to reimburse members of the Non-Exempt Class for work-related expenses for Defendants' benefit; and falsely represented to members of the Non-Exempt Class that they were subject to a lawful non-compete clause.

254. Defendants' practices violate the fraudulent prong because Defendants have rounded the time worked, thereby underpaying members of the Non-Exempt Class; willfully misrepresented to members of the Non-Exempt Class their gross and net wages earned and total hours worked; and required members of the Non-Exempt Class to agree to an Agreement as a condition of their employment that precludes members of the Non-Exempt Class from competing with Defendants during their employment and for a period of two years after their employment.

255. As a direct and proximate result of Defendants' unlawful, unfair, and fraudulent business practices, Plaintiff and other members of the Non-Exempt Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this

1 Court and which will be ascertained according to proof at trial.

2 256. Through their unlawful, unfair, and fraudulent conduct, Defendants have reaped, and
3 continue to reap, benefits and profits at the expense of the Non-Exempt Class.

4 257. Plaintiff and other members of the Non-Exempt Class are entitled to, and seek, restitution
5 of all monies, wages, benefits, and expenses wrongfully withheld from them pursuant to Business and
6 Professions Code section 17203.

7 258. Plaintiff and other members of the Non-Exempt Class seek disgorged profits from
8 Defendants for their unlawful, unfair and fraudulent business practices under Business and Professions
9 Code section 17203.

10 259. Plaintiff and other members of the Non-Exempt Class are entitled to, and seek, a
11 preliminary and permanent injunction pursuant to Business and Professions Code section 17203 to enjoin
12 Defendants from the unlawful, unfair, and fraudulent conduct described herein.

13 260. Plaintiff and other members of the Non-Exempt Class are entitled to, and seek, interest
14 under Labor Code section 218.6 and California Civil Code (“Civil Code”) section 3287.

15 261. Plaintiff and other members of the Non-Exempt Class are entitled to, and seek, an award
16 of reasonable attorneys’ fees and costs pursuant to Labor Code sections 218.5 and Code of Civil Procedure
17 section 1021.5.

18 262. Plaintiff, on behalf of himself and all other members of the Non-Exempt Class, requests
19 further relief as described in the below prayer.

20 **EIGHTH CAUSE OF ACTION**

21 **(By Plaintiff, on behalf of the Aggrieved Employees, against All Defendants)**

22 **PRIVATE ATTORNEYS GENERAL ACT OF 2004**

23 **[Labor Code §§ 2698 et seq.]**

24 263. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully
25 set forth herein.

26 264. Plaintiff, on behalf of the State of California and all Aggrieved Employees, seeks to recover
27 civil penalties, injunctive relief, and attorneys’ fees and costs through this enforcement action based on
28 the following:

- a. Failure to timely pay all minimum and/or regular wages during employment in violation of Labor Code sections 204, 1194, 1197, 1198, and the “Minimum Wages” and “Hours and Days of Work” sections of the applicable IWC Wage Order;
 - b. Failure to timely pay all overtime and/or double time wages during employment in violation of Labor Code sections 204, 510, 1194, 1197, 1198, and the and the “Minimum Wages” and “Hours and Days of Work” sections of the applicable IWC Wage Order;
 - c. Failure to timely pay all wages during employment in violation of Labor Code sections 204 and 210;
 - d. Failure to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment in violation of Labor Code sections 204, 226.7, 512, 1198, and the “Meal Periods” section of the applicable IWC Wage Order;
 - e. Failure to provide legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment in violation of Labor Code sections 204, 226.7, and the “Rest Periods” section of the applicable IWC Wage Order;
 - f. Failure to furnish accurate itemized wage statements in violation of Labor Code sections 226, 1198, and the “Records” section of the applicable IWC Wage Order;
 - g. Failure to maintain accurate employment records in violation of Labor Code sections 1174, 1198, and the “Records” section of the applicable IWC Wage Order;
 - h. Failure to reimburse for necessary business expenses in violation of Labor Code section 2802;
 - i. Requiring employees to agree to terms and conditions prohibited by law in violation of Labor Code section 432.5; and
 - j. Failure to provide a safe and healthful place of employment.
265. Labor Code section 210 provides that any person who fails to pay wages as provided in

1 Labor Code sections 201.3, 203, 204, 204(b), 204.1, 204.2, 205, 205.5, and 1197.5 shall be subject to a
2 civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent
3 violation, or any willful or intentional violation \$200 for each failure to pay each employee, plus 25% of
4 the amount unlawfully withheld, in addition to any other penalty. Plaintiff, on behalf the State of California
5 and all Aggrieved Employees, seeks the civil penalty imposed by Labor Code section 210.

6 266. For violations of Labor Code sections 510 and 512, in addition to any other recovery
7 provided by law, Labor Code section 558 imposes a civil penalty of \$50 per pay period for each underpaid
8 employee for the initial violation and \$100 per pay period for each underpaid employee for each
9 subsequent violation of any section of Labor Code Division 2, Part 2, Chapter 1, or any provision
10 regulating hours and days of work in any order of the IWC. Plaintiff, on behalf of the State of California
11 and all Aggrieved Employees, seeks the civil penalty imposed by Labor Code section 558.

12 267. For violations of Labor Code section 1174 subdivisions (c) and (d), Labor Code section
13 1174.5 imposes a civil penalty of \$500 for any willful violation. Plaintiff, on behalf of the State of
14 California and all Aggrieved Employees, seeks the civil penalty imposed by Labor Code section 1174.5
15 for all willful violations.

16 268. Labor Code section 1197.1 imposes a civil penalty of \$100 for each underpaid employee
17 for each pay period for which the employee is underpaid and a subsequent civil penalty of \$250 for each
18 underpaid employee for each pay period for which the employee is underpaid for paying or causing an
19 employee to be paid a wage less than the minimum wage. Plaintiff, on behalf of the State of California
20 and all Aggrieved Employees, seeks the civil penalty imposed by Labor Code section 1197.1.

21 269. Labor Code section 2699(f)(2)(A) provides that for violations of Labor Code section 226,
22 if the violation is a violation of paragraphs (1) to (7) or (9) of subdivision (a) of Section 226 then the civil
23 penalty is \$25 per pay period per employee if the employee could promptly and easily determine the
24 information specified in subdivision (a) of Section 226. If the alleged violation is a violation of paragraph
25 (8) of subdivision (a) of Section 226, the civil penalty is \$25 for each aggrieved employee per pay period
26 if the employee would not be confused or misled about the correct identity of their employer. The civil
27 penalty is \$50 for each aggrieved employee per pay period if the alleged violation resulted from an
28 isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four

consecutive pay periods. Plaintiff, on behalf of the State of California and all Aggrieved Employees, seeks the civil penalties described in Labor Code section 2699(f)(2)(A).

270. For all provisions of the Labor Code except those for which a civil penalty is specifically provided Labor Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period, per employee, except for violations of Labor Code section 226(a), and \$200 per pay period, per employee if either of the following are met: (a) an agency or court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful within the five years preceding the alleged violation, or (b) the court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive. Plaintiff, on behalf of the State of California and all Aggrieved Employees, seeks the civil penalties described in Labor Code section 2699(f)(2).

271. Labor Code section 6427(a) states that any employer who violates any occupational safety or health standard, order, or special order, or Section 25910 of the Health and Safety Code may be assessed a civil penalty of up to \$12,471 for each violation if it is not determined to be of a serious nature. Plaintiff, on behalf of the State of California and all Aggrieved Employees, seeks the civil penalties described in Labor Code section 6427(a).

272. Labor Code section 2699(k)(1) provides that an aggrieved employee may be awarded injunctive relief in a civil action. Plaintiff, on behalf of the State of California and all Aggrieved Employees, seeks injunctive relief as provided by Labor Code section 2699(k)(1).

273. Labor Code section 2699(k)(1) provides that an employee who prevails in a civil action brought pursuant to the PAGA shall be entitled to an award of reasonable attorneys' fees and costs. Plaintiff, on behalf of the State of California and all Aggrieved Employees, seeks attorneys' fees and costs as provided by Labor Code section 2699(k)(1).

274. Labor Code sections 218.5, 226(e)(1), 1194, 2802, and Code of Civil Procedure section 1021.5, also permit the recovery of attorneys' fees and costs. Plaintiff, on behalf the State of California and all Aggrieved Employees, seeks attorneys' fees and costs as permitted by Labor Code sections 218.5, 226(e)(1), 1194, 2802, and Code of Civil Procedure section 1021.5.

275. Plaintiff, on behalf of the State of California and all Aggrieved Employees, requests further relief as described in the below prayer.

PRAYER FOR RELIEF

Plaintiff prays for judgment against Defendants as follows:

- A. For an order determining that this action may be maintained as a class action with the Plaintiff as the class representative;
- B. For the attorneys appearing for Plaintiff to be named as class counsel;
- C. For all monies, wages, benefits, and expenses due to Plaintiff and other SOS Employees;
- D. For all minimum and/or regular wages owed under the Labor Code, including, but not limited to, Labor Code section 1194(a);
- E. For all overtime and/or double time wages owed under the Labor Code, including, but not limited to, Labor Code section 1194(a);
- F. For all premium wages owed under the Labor Code, including, but not limited to, Labor Code section 226.7;
- G. For all damages pursuant to the Labor Code, including, but not limited to, Labor Code sections 226(e)(1) and 2802;
- H. For all statutory penalties available under the Labor Code, including, but not limited to, Labor Code sections 203, 210, and 226(e)(1);
- I. For all civil penalties available under the Labor Code, including, but not limited to, Labor Code sections 226.3, 558(a), 1174.5, 1197.1(a), 2699(f)(2); and 2699(f)(2)(A);
- J. For restitution of all monies, wages, and benefits available under the law, including, but not limited to, Labor Code section 1197.1(a) and Business and Professions Code section 17203;
- K. For disgorged profits from Defendants' unlawful, unfair and fraudulent business practices;
- L. For all interest accrued as provided by California law, including, but not limited to, Labor Code sections 218.6, 1194(a), 2082(b), and Civil Code section 3287;
- M. For liquidated damages available under the Labor Code, including, but not limited to, Labor Code sections 1194.2(a) and 1197.1(a);
- N. For reasonable attorneys' fees and litigation costs available under California law, including, but not limited to, Labor Code sections 218.5, 226(e)(1) and (h), 1194(a),

2802(c), 2699(k), Code of Civil Procedure section 1021.5, the “common fund” theory, the
“substantial benefit” theory, and/or other applicable law, theory or doctrine;

O. For injunctive relief available under California law, including, but not limited to, Labor
Code sections 226(h), 2699(k), and Business and Professions Code section 17203;

P. For equitable relief;

Q. For declaratory relief; and

R. For such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all issues triable to a jury.

Respectfully submitted,

Dated: July 16, 2025

GRAHAMHOLLIS APC

By: Monique R. Rodriguez
NATHAN J. REESE
MONIQUE R. RODRIGUEZ
Attorneys for Plaintiff
Salvador Ochoa

EXHIBIT 1

May 8, 2025

Attorneys at Law

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VIA ONLINE FILING PORTAL

California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

California Department of Industrial Relations
California Division of Occupational Health and Safety
1515 Clay Street, Suite 1901
Oakland, CA 94612

VIA CERTIFIED MAIL (RETURN RECEIPT)

Special Order Systems, Inc.
3877 Shawn Way, Suite 200
Loomis, CA 95650

Special Order Systems, Inc.
c/o Lawrence McNutt, Agent for Service of Process
3877 Shawn Way, Suite 200
Loomis, CA 95650

**Re: Salvador Ochoa's Wage and Hour Claims Against Special
Order Systems, Inc.**

Dear California Labor and Workforce Development Agency and Special Order Systems, Inc.:

Please be advised that Salvador Ochoa ("Claimant") has retained our firm to represent him for various claims against his current employer, Special Order Systems, Inc. (the "Company").

This letter shall serve as Claimant's written notice to the California Labor and Workforce Development Agency ("LWDA") and to the Company of the alleged violations of the California Labor Code ("Labor Code") and applicable Industrial Welfare Commission ("IWC") Wage Orders that Claimant claims the Company committed against him and all other persons who were classified as non-exempt and performed work for Special Order Systems, Inc. in California during the relevant period ("Aggrieved Employees"). Claimant provides this written notice, which includes the facts and theories to support the violations alleged herein, in accordance with the Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2699.3.

Graham S.P. Hollis

Vilmarie Cordero*

Hali Anderson*

Nathan Reese*

Allison Schubert

Alex Kuner

Dawn M. Berry

Taylor M. Gee

Samara Bahu

Ommar Chavez

Monique R. Rodriguez

*Licensed to Practice in CA and WA

Claimant intends to file a civil action against the Company to enforce his and the other Aggrieved Employee's rights under the Labor Code and to seek civil penalties and injunctive relief pursuant to the PAGA for the alleged violations. Pursuant to Labor Code section 2699(a), and by way of this notice, Claimant intends to represent himself and all Aggrieved Employees on behalf of the State of California.

BACKGROUND

Special Order Systems, Inc. is a California corporation. Special Order Systems, Inc. provides information technology services, information technology infrastructure, and cyber security to its customers, which include the California Department of Corrections and Rehabilitation.

Claimant has been employed by Special Order Systems, Inc. as a Tablet Administrator since May 2023. As a Tablet Administrator, Claimant distributes electronics, provides technical support, and performs hardware repair services to the inmates at Centinela State Prison. Claimant is responsible for serving inmates across multiple prison yards and housing units. Claimant's job requires him to work independently, without a buddy or an escort, in a prison environment with Level I (low security), Level III, and Level IV (high security) offenders, alongside two guards in each unit and one in the tower. Claimant uses an employer-provided laptop and his personal cell phone for work purposes. However, while within the prison walls, Claimant is limited to the use of the laptop due to limited cell phone service and WiFi connectivity. Claimant is typically scheduled to work Monday through Friday from 8:00 a.m. to 5:00 p.m., working 40 hours per week. Claimant earns an hourly wage.

At all relevant times, Special Order Systems, Inc. has employed other Aggrieved Employees in the State of California. Other Aggrieved Employees are classified by Special Order Systems, Inc. as non-exempt and earn an hourly wage.

At all relevant times, the policies, practices, and working conditions applicable to Claimant were also applicable to other Aggrieved Employees, unless otherwise stated.

Claimant alleges that the Company denied him and other Aggrieved Employees the specific rights afforded to them under the Labor Code and the applicable IWC Wage Order. Specifically, the Company failed to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment; failed to provide legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment; failed to timely pay all minimum, regular and/or overtime wages during employment; failed to timely pay all wages during employment; failed to timely pay all wages due and owing at the time of separation of employment and/or the required waiting time penalties; failed to furnish accurate itemized wage statements; failed to maintain accurate employment records; failed to reimburse for necessary business expenses; required employees as a condition of employment to agree to terms or conditions prohibited by law; and failed to provide a safe and healthful place of employment.

All facts, allegations, and/or legal theories contained within this written notice are asserted on behalf of Claimant, all other Aggrieved Employees, and the State of California. The facts, allegations, and/or legal theories contained in this written notice are based on the information available at the time of

this writing. Since Claimant's investigation is ongoing, Claimant reserves his right to assert any and all related facts, allegations, and/or theories of liability discovered after the sending of this written notice on behalf of himself, all other Aggrieved Employees, and the State of California against the Company and/or other persons that may be discovered after the sending of this written notice. Such other persons may include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of the Company, as well as those persons who caused and/or concurrently contributed to the various acts and/or admissions of each and every one of the others, including the Company, in proximately causing the wrongful conduct, harm, and/or damages alleged herein or otherwise participated in or ratified any or all of the acts and/or omissions complained herein, and those who were acting within the authority and/or scope of the Company. Claimant reserves the right to revise these facts and/or add any new allegations, or legal theories, by amending this written notice and/or by adding facts, allegations, and/or legal theories to the civil complaint.

VIOLATIONS OF THE LABOR CODE AND APPLICABLE IWC WAGE ORDER

**FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS AND/OR TIMELY PAY
PREMIUM WAGES FOR NON-COMPLIANT MEAL PERIODS**

(Labor Code §§ 204, 210, 226.7, 512, 558, 1198, and the "Meal Periods" section of the Applicable IWC Wage Order)

The Company has a common practice of failing to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment. The Company fails to provide Claimant and other Aggrieved Employees with the opportunity to take uninterrupted, off-duty meal periods of at least 30 minutes before the start of their sixth hour of work. The Company's staffing practices, discouragement of overtime, as well as the working conditions make it nearly impossible for Aggrieved Employees, including Claimant, to take legally compliant meal periods. The Company provides no designated relief to Aggrieved Employees for meal periods, and the nearest break location is about 15 minutes away from the areas they serve. Claimant and other Aggrieved Employees regularly do not take lawful meal periods because they have too many inmates to serve in a single day and the inmates often become irritated and aggressive requiring a constant presence by the Aggrieved Employees. Because there is no WiFi in the prison, Claimant and other Aggrieved Employees are instructed to clock out for their meal periods at the end of the day, but no later than the next day, irrespective of whether the opportunity to take a lawful meal period was provided. Although, the Company occasionally provides "California Lunch" premium payments, these payments are inconsistent and fail to properly compensate Aggrieved Employees, such as Claimant for all non-compliant meal periods. The Company has failed to implement any practical solutions to ensure that Aggrieved Employees are provided with the opportunity to take lawful meal periods. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

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**FAILURE TO PROVIDE LEGALLY COMPLIANT REST PERIODS AND/OR TIMELY PAY
PREMIUM WAGES FOR NON-COMPLIANT REST PERIODS**

(Labor Code §§ 204, 210, 226.7, 1198, and the “Rest Periods” section of the Applicable IWC Wage Order)

The Company has a common practice of failing to authorize and permit legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment. The Company fails to provide Claimant and other Aggrieved Employees with uninterrupted, off-duty rest periods of at least 10 minutes for every four hours worked or major fraction thereof. The Company’s staffing practices, discouragement of overtime, and the work environment of the prison make it practically impossible to take rest periods of at least 10-minutes for every four hours worked or major fraction thereof. There is no safe or practical location within reasonable distance for Claimant and other Aggrieved Employees to take a rest period. The work demands and the hostility of the inmates compel Aggrieved Employees, such as Claimant, to skip their rest periods. There is no procedure for documenting or reporting non-compliant rest periods. The Company does not pay Aggrieved Employees, such as Claimant, one hour of compensation at their regular rate of pay for non-compliant rest periods. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

**FAILURE TO TIMELY PAY ALL MINIMUM, REGULAR, AND
OVERTIME WAGES DURING EMPLOYMENT**

(Labor Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the “Minimum Wages” and “Hours and Days of Work” sections of the Applicable IWC Wage Order)

The Company has a common practice of failing to timely pay all minimum and/or regular wages at least twice per calendar month on the dates designated in advance by the Company during employment. The Company also has a common practice of failing to timely pay all overtime wages no later than the pay day for the next regular payroll period during employment. Because Claimant and other Aggrieved Employees are prevented from recording the actual time they worked, Claimant and other Aggrieved Employees are systematically not paid for all time actually engaged in work or spent under the control of the employer. In fact, Claimant’s records suggest that the Company is engaging in unlawful rounding practices. The Company also requires prior approval for overtime and does not pay Aggrieved Employees, such as Claimant, for all overtime hours actually worked or spent under the control of the employer. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

FAILURE TO TIMELY PAY ALL WAGES DURING EMPLOYMENT

(Labor Code §§ 204 and 210)

The Company has a common practice of failing to timely pay all wages during employment. The Company has a practice of paying Aggrieved Employees, such as Claimant, on the 15th and the last day of each month resulting in systematic delays in the payment of wages. For instance, Claimant and other Aggrieved Employees were not paid until October 31, 2024, for work performed between the 7th and 15th

of October 2024. As a result, the Company fails to pay Claimant and other Aggrieved Employees between the 16th and 26th day of the month for work performed between the 1st and 15th days of the month, as well as between the 1st and 10th day of the month for work performed between the 16th and 26th day of the month. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

**FAILURE TO TIMELY PAY ALL WAGES DUE AND OWING UPON SEPARATION OF
EMPLOYMENT AND/OR THE REQUIRED WAITING TIME PENALTIES**
(Labor Code §§ 201, 202, and 203)

The Company has a common practice of failing to timely pay all wages due and owing at the time of separation and/or the required waiting time penalties. The Company has yet to pay all premiums at the regular rate of compensation for all non-compliant meal and rest periods, for all time actually engaged in work or spent under the control of the Company, and for late payment of all wages due and owing to Aggrieved Employees who have separated from their employment with the Company. The Company has also failed to pay the appropriate waiting time penalties for the late payment of all wages due and owing. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
(Labor Code § 226 and the “Records” section of the Applicable IWC Wage Order)

The Company has a common practice of failing to furnish accurate itemized wage statements. The wage statements issued to Claimant and other Aggrieved Employees did not accurately display their gross and net wages earned, total hours worked, or all applicable hourly rates in effect during each period and the corresponding number of hours worked at each hourly rate by the employee. As discussed herein, the Company has a practice of failing to pay meal and rest period premiums for all non-compliant meal and rest periods. Aggrieved Employees, such as Claimant, do not have a manner to document their time worked in real time and as a result Aggrieved Employees are not compensated for all time actually worked or spent under the control of the employer, including all overtime hours. The Company also rounds the hours worked by Aggrieved Employees resulting in inaccurate hours worked. These inaccuracies prevent Aggrieved Employees from promptly and easily determining the information on their wage statements. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

FAILURE TO MAINTAIN ACCURATE EMPLOYMENT RECORDS
(Labor Code §§ 1174, 1174.5, and the “Records” section of the Applicable IWC Wage Order)

The Company has a common practice of failing to maintain accurate employment records. The Company does not provide Aggrieved Employees with a method of documenting their hours worked in real-time. In fact, the Company gives Aggrieved Employees a one-day grace period to enter their time. As

a result, the Company's records fail to accurately document the proper beginning and end of each work period, including the accurate start and end times of meal periods. The Company's records also show that the time entries have been rounded. The Company also does not pay premium wages for all non-compliant meal and rest periods. The Company's records are inaccurate because they do not reflect the actual hours worked or wages earned by Aggrieved Employees. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENSES
(Labor Code § 2802)

The Company has a common practice of failing to reimburse for necessary expenses incurred in connection with employment. The Company requires Claimant and other Aggrieved Employees to use their personal cell phones for work purposes. For instance, Claimant and other Aggrieved Employees are required to download a timekeeping application on their personal cell phones and use the application to clock in and out. The Company did not reimburse Aggrieved Employees for use of their personal cell phones for work purposes. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

**REQUIRING EMPLOYEES TO AGREE TO TERMS OR
CONDITIONS PROHIBITED BY LAW**
(Labor Code § 432.5)

The Company has a common practice of requiring Aggrieved Employees to agree to terms or conditions which are known by the Company to be prohibited by law. The Company required Aggrieved Employees, including Claimant, to agree to an Employee Confidentiality and Non-Compete Agreement ("Agreement") as a condition of their employment. Specifically, the Agreement contains an unlawful non-compete provision that precludes Aggrieved Employees from directly or indirectly soliciting, diverting or taking away any clients, customers, accounts, or prospective clients, customers, or accounts during their employment and for a period of two years after their employment. The non-compete provision further prohibits Aggrieved Employees from recruiting, soliciting, or inducing any employee, consultant, contractor, vendor, or other business relation to terminate or modify their employment or business relationship with the Company. The non-complete provision in the Agreement violates Business and Professions Code sections 16600-16600.5 because it prevents Aggrieved Employees from practicing their profession, trade or business. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California.

FAILURE TO PROVIDE A SAFE AND HEALTHFUL PLACE OF EMPLOYMENT
(Labor Code §§ 1198, 6306, 6400, 6401, and 6402)

The Company has a common practice of failing to provide a safe and healthful place of employment. The Company requires Aggrieved Employees, including Claimant, to work alone without a

buddy or an escort in a hostile prison environment, while serving multiple housing units across different yards. This practice has resulted in dangerous working conditions, as evidenced by Claimant's recent work-related injury from an incident where he was assaulted by an inmate. Despite the known risks of working in a prison environment, the Company has failed to implement adequate safety measures or provide appropriate support systems to protect Aggrieved Employees from violence from inmates and other injuries. Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of himself all other Aggrieved Employees, and the State of California.

**CIVIL PENALTIES AND INJUNCTIVE RELIEF FOR VIOLATIONS OF THE LABOR CODE
AND THE APPLICABLE IWC WAGE ORDER**

(Labor Code §§ 210, 558(a), 1174.5, 1197.1, 2699(f)(2), 2699(f)(2)(A), 2699(k)(1))

Labor Code section 210 provides that any person who fails to pay wages as provided in Labor Code sections 201.3, 203, 204, 204(b), 204.1, 204.2, 205, 205.5, and 1197.5 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation \$200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

Labor Code section 558(a) subjects an employer or any person acting on behalf of an employer who violates, or causes to be violated Labor Code sections 500-558, or any provision regulating the hours and days of work in any IWC Wage Order, to a civil penalty of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and \$100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation.

For violations of Labor Code section 1174 subdivisions (c) and (d), Labor Code section 1174.5 imposes a civil penalty of \$500 for any willful violation.

Labor Code section 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to sections 203 as follows:

- (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
- (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated

damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.

For all provisions of the Labor Code except those for which a civil penalty is specifically provided Labor Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period, per employee, except for violations of Labor Code section 226(a), and \$200 per pay period, per employee if either of the following are met: (a) an agency or court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful within the five years preceding the alleged violation, or (b) the court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive.

Labor Code section 2699(f)(2)(A) provides that for violations of Labor Code section 226, if the violation is a violation of paragraphs (1) to (7) or (9) of subdivision (a) of Section 226, then the civil penalty is \$25 per pay period per employee if the employee could promptly and easily determine the information specified in subdivision (a) of Section 226. If the alleged violation is a violation of paragraph (8) of subdivision (a) of Section 226, the civil penalty is \$25 for each aggrieved employee per pay period if the employee would not be confused or misled about the correct identity of their employer. The civil penalty is \$50 for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

Labor Code section 2699(k)(1) provides that an aggrieved employee may be awarded injunctive relief in a civil action.

As set forth above, the Company violated the Labor Code and the applicable IWC Wage Order by failing to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment; failing to provide legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment; failing to timely pay all minimum, regular and/or overtime wages during employment; failing to timely pay all wages during employment; failing to timely pay all wages due and owing at the time of separation of employment and/or the required waiting time penalties; failing to furnish accurate itemized wage statements; failing to maintain accurate employment records; failing to reimburse for necessary business expenses; requiring employees as a condition of employment to agree to terms or conditions prohibited by law; and failing to provide a safe and healthful place of employment. As a result, the Company is liable for civil penalties under the PAGA. The Company must also be enjoined from engaging in the violations of law described herein. Claimant intends to pursue all available remedies including, but not limited to, those stated herein for the Company's violations of the Labor Code and applicable IWC Wage Order on behalf of himself, all other Aggrieved Employees, and the State of California to the extent permitted by law.

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**ATTORNEYS' FEES AND COSTS FOR VIOLATIONS OF THE LABOR CODE AND THE
APPLICABLE IWC WAGE ORDER**

(Labor Code §§ 218.5, 226(e)(1), 1194, 2802, and 2699(k)(1))

Labor Code sections 218.5, 226(e)(1), 1194, 2802, and 2699(k)(1) among others, give employees, such as Claimant, the right to recover in a civil action reasonable attorneys' fees and costs.

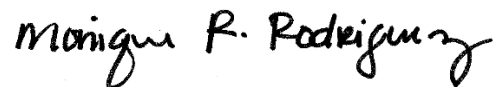
Under Labor Code section 2699(k)(1), an aggrieved employee, such as Claimant, is entitled to an award of reasonable attorney's fees and costs. Moreover, pursuant to Labor Code section 2699(m), any civil penalties recovered by aggrieved employees shall be distributed as follows: 65% to the LWDA and 35% to the aggrieved employees.

Accordingly, the Company is liable for attorneys' fees and costs. Claimant has already incurred actual damages, costs, and attorney's fees, and he will continue to incur such costs as a result of the Company's unlawful actions. Claimant will pursue all available remedies against the Company, including those provided under the PAGA, on behalf of himself, all other Aggrieved Employees, and the State of California to the extent permitted by California law for the violations of the Labor Code and applicable IWC Wage Order described herein and those that may be later discovered.

CONCLUSION

Based on the foregoing, the Company has violated, and will continue to violate, the Labor Code and the applicable IWC Wage Order, thereby depriving Claimant and other Aggrieved Employees of the rights and protections afforded to them. By submitting this written notice, Claimant has satisfied the prerequisites of the PAGA to serve as a representative of all Aggrieved Employees, the general public, and the State of California. Accordingly, if the LWDA declines to intervene or act within the time prescribed by the PAGA, Claimant may elect to initiate and/or amend a civil action, on behalf of himself, all other Aggrieved Employees, and the State of California, as permitted by the PAGA.

Sincerely,



Monique R. Rodriguez