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8 Attorneys for Plaintiff UMAIR ABBASI
on behalf of the State of California and all Aggrieved Employees

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF ORANGE**

12 UMAIR ABBASI, on behalf of the State of
California and all Aggrieved Employees,

13 Plaintiff,

14 v.

15
16 PACIFIC SERVICE CREDIT UNION, a
California Nonprofit Corporation; ROTH
17 STAFFING COMPANIES, L.P., a
California Limited Partnership; and DOES
18 1-100, inclusive,

19 Defendants.

Case No.: 30-2025-01497673-CU-OE-CXC

**PLAINTIFF'S REPRESENTATIVE
COMPLAINT FOR VIOLATION OF
THE PRIVATE ATTORNEYS
GENERAL ACT, CAL. LABOR CODE
SECTIONS 2698, et seq.**

Assigned for All Purposes:
Judge William D. Claster
Dept. CX101

1 Plaintiff, UMAIR ABBASI, (“PLAINTIFF”), on behalf of the State of California and all
2 Aggrieved Employees (as defined below), hereby files this Complaint against Defendants PACIFIC
3 SERVICE CREDIT UNION, a California Nonprofit Corporation; ROTH STAFFING
4 COMPANIES, L.P., a California Limited Partnership; and DOES 1-100, inclusive, (collectively
5 referred to herein as “DEFENDANTS”). PLAINTIFF is informed and believes and thereon alleges
6 as follows:

7 **INTRODUCTION**

8 1. This is a representative action filed by PLAINTIFF on behalf of PLAINTIFF, all
9 Aggrieved Employees and the State of California against DEFENDANTS, pursuant to California’s
10 Private Attorney General Act, Labor Code section 2698 *et. seq.* (“PAGA”), to recover civil penalties
11 for DEFENDANTS’ violations of the California Labor Code as alleged below.

12 **JURISDICTION AND VENUE**

13 2. This Court has jurisdiction over PLAINTIFF’s claims for penalties pursuant to
14 California statutes, including but not limited to the PAGA, and decisional law and regulations.

15 3. Venue is proper in this judicial district and the County of Orange pursuant to
16 California Code of Civil Procedure section 395.5 because Defendant ROTH STAFFING
17 COMPANIES, L.P. maintains its principal place of business within this judicial district,
18 DEFENDANTS transact business within this judicial district, and conduct alleged by PLAINTIFF
19 herein occurred in this judicial district. *See also Crestwood Behavioral Health, Inc. v. Superior*
20 *Court* (2021) 60 Cal.App.5th 1069 (venue in a PAGA action is proper in any county where the
21 defendants committed Labor Code violations against some of its employees). Venue is also proper
22 pursuant to section 393 of the California Code of Civil Procedure because the cause, or some part
23 of the cause, arose in the County of Orange.

24 **THE PARTIES**

25 4. PLAINTIFF is, and at all relevant times, was an individual domiciled in the State of
26 California and a citizen of the State of California.

27 5. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with job titles
28 of FTP Operator, Computer Systems Operator and/or similar job title/position(s) from in or around

1 August 2024 through in or around September 2024.

2 6. Defendant, PACIFIC SERVICE CREDIT UNION (Pacific Service Credit Union”),
3 is a California Nonprofit Corporation that, at all relevant times, was authorized to do business within
4 the State of California and is doing business in the State of California. Pacific Service Credit Union
5 specializes in the provision of financial / credit services.¹

6 7. Defendant, ROTH STAFFING COMPANIES, L.P. (“Roth Staffing”), is a California
7 Limited Partnership, that, at all relevant times, was authorized to do business within the State of
8 California and is doing business in the State of California. Roth Staffing operates a staffing
9 business.²

10 8. DEFENDANTS own, operate, manage and/or staff its employees to work at the
11 offices, facilities and/or other location(s) in cities throughout California, including but not limited
12 to, in Concord, California.

13 9. The true names and capacities of the DOE Defendants sued herein as DOES 1
14 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such
15 Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally
16 responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to amend this
17 Complaint to reflect the true names and capacities of the Doe Defendants when such identities
18 become known.

19 10. PLAINTIFF is further informed and believes that, at all relevant times, each
20 Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director,
21 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
22 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
23 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
24 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this
25 complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant
26 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant
27

28 ¹ See <https://www.pacificservice.org/>. Last visited on July 10, 2025.

² See <https://www.rothstaffing.com/>. Last visited on July 10, 2025.

1 times, each Defendant knew or should have known about, authorized, ratified, adopted, approved,
2 controlled, aided and abetted the conduct of all other Defendants.

3 **JOINT LIABILITY**

4 11. Under California law, the definition of the terms “to employ” are broadly construed
5 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to
6 exercise control over the wages, hours or working conditions; (2) to suffer or permit to work; or (3)
7 to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49
8 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control
9 was to reach situations in which multiple entities control different aspects of the employment
10 relationship. Supervision of the work, in the specific sense of exercising control over how services
11 are properly performed, is properly viewed as one of the “working conditions” mentioned in the
12 wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a
13 temporary employment agency) hires and pays a worker, and the other entity supervises the work.
14 *Id.* Moreover, the California Court of Appeal recently broadened the test for joint employment in
15 California, applying a less stringent standard to what constitutes sufficient control by a business
16 over its vendor’s employees’ wages and working conditions to render that business liable as a joint
17 employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); “[i]f the putative
18 joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the
19 wages, hours, or working conditions of the employee, that is a sufficient showing of joint
20 employment,” *Id.* at 875 [emphasis added].

21 12. During PLAINTIFF’s employment by DEFENDANTS, PLAINTIFF and other
22 Aggrieved Employees (defined below) were jointly employed by DEFENDANTS for purposes of
23 the Wage Orders, under the alternative definitions of “to employ” adopted by the California
24 Supreme Court in *Martinez*, supra. As discussed below, these DEFENDANTS (1) exercised control
25 over wages, hours and working conditions of PLAINTIFF and Aggrieved Employees; (2) suffered
26 or permitted PLAINTIFF and Aggrieved Employees to work for them; and (3) engaged PLAINTIFF
27 and Aggrieved Employees to work for them.

28 13. PLAINTIFF is informed and believes and thereon alleges that at all relevant times

1 Roth Staffing operated as a single integrated enterprise with common ownership and centralized
2 human resources. As a result, Roth Staffing utilized the same unlawful policies and practices across
3 all of their locations/facilities and subjected all of the Aggrieved Employees to these same policies
4 and practices regardless of the location(s) where they worked. Among other things, PLAINTIFF is
5 informed and believes that: (1) there is common ownership in, and financial control, in Roth Staffing
6 companies, (2) Roth Staffing utilize common management, who have control over the day-to-day
7 operations and employment matters, including the power to hire and fire, set schedules, issue
8 employee policies, and determine rates of compensation across its locations in California; (3) Roth
9 Staffing utilize the same policies and procedures for all California employees, including issuing the
10 same employee handbooks and other form agreements; (4) Roth Staffing use at least some of the
11 same Human Resources personnel and attorneys to oversee employment matters; and, (6) Roth
12 Staffing share employees.

13 14. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant
14 to this Complaint, DEFENDANTS, and each of them, were the joint employers of PLAINTIFF and
15 Aggrieved Employees upon whose behalf PLAINTIFF brings these allegations and cause of action,
16 in that DEFENDANTS, exercised sufficient control over PLAINTIFF and the Aggrieved
17 Employees' wages, hours and working conditions, and/or suffered or permitted them to work so as
18 to be considered the joint employers of PLAINTIFF and Aggrieved Employees.

19 15. Upon information and belief, PLAINTIFF alleges that DEFENDANTS created a
20 uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay,
21 time-keeping practices, meal and rest periods, reimbursement of business expenses and other
22 working conditions that were distributed to, and/or applied to PLAINTIFF and Aggrieved
23 Employees, and further that DEFENDANTS uniformly compensated and controlled the wages of
24 PLAINTIFF and other Aggrieved Employees in a uniform manner. DEFENDANTS collectively
25 represented to PLAINTIFF and other Aggrieved Employees that each was an "at-will" employee of
26 DEFENDANTS, and that DEFENDANTS collectively retained the right to terminate PLAINTIFF's
27 and other Aggrieved Employees' employment with or without cause. Upon information and belief,
28 DEFENDANTS further collectively represented to PLAINTIFF and Aggrieved Employees in

1 writing the details of their compensation, and the manner in which they were to take meal and rest
2 periods, the procedures required by DEFENDANTS collectively for recordation of hours worked
3 and the policies applicable to PLAINTIFF and Aggrieved Employees by which DEFENDANTS
4 collectively would evaluate their wage rates.

5 16. Thus, DEFENDANTS collectively exercised the right to control the wages, hours
6 and working conditions of PLAINTIFF and Aggrieved Employees. As such, DEFENDANTS
7 collectively held the right to control virtually every aspect of PLAINTIFF's and the Aggrieved
8 Employees' employment, including the instrumentality that resulted in the illegal conduct for which
9 PLAINTIFF seeks relief in this Complaint.

10 17. Moreover, based on information and belief, Roth Staffing hired PLAINTIFF and
11 entered into a written employment agreement with PLAINTIFF. During PLAINTIFF's employment,
12 Roth Staffing maintained control over many aspects of PLAINTIFF's employment, including,
13 among other things, having the authority to discipline PLAINTIFF, change PLAINTIFF's job
14 assignment, change PLAINTIFF's work hours, change PLAINTIFF's rates of pay, and to terminate
15 PLAINTIFF's employment.

16 18. Based on information and belief, when PLAINTIFF was first hired, Roth Staffing
17 provided PLAINTIFF with orientation and training materials. Roth Staffing issued PLAINTIFF
18 written policies concerning meal periods, rest breaks, timekeeping, hours worked, and payment of
19 PLAINTIFF's wages, with which PLAINTIFF was required to comply. Based on information and
20 belief, among other things, these policies provided that PLAINTIFF's weekly time records be
21 submitted to Roth Staffing, and Roth Staffing was supposed to process PLAINTIFF's time records
22 and pay PLAINTIFF for all hours worked. Roth Staffing exercised ultimate control over the
23 payment of PLAINTIFF's wages, as Roth Staffing issued PLAINTIFF his paychecks. Finally, Roth
24 Staffing directed PLAINTIFF to comply with Pacific Service Credit Union's policies and directions.
25 PLAINTIFF is informed and believes that Roth Staffing exercised the same control over, applied
26 the same policies and practices, and engaged in the same acts and omissions with regard to the other
27 Aggrieved Employees.

28 19. Pacific Service Credit Union similarly suffered or permitted PLAINTIFF to work for

1 them or engaged PLAINTIFF to work for them. PLAINTIFF is informed and believes that Pacific
2 Service Credit Union entered into a written agreement with Roth Staffing, pursuant to which Pacific
3 Service Credit Union paid Roth Staffing to provide it with workers, including PLAINTIFF, to
4 conduct Pacific Service Credit Union's business operations – namely, to work in Pacific Service
5 Credit Union's warehouse distribution centers, warehouses and/or other facilities and/or other
6 location(s). Pacific Service Credit Union suffered or permitted PLAINTIFF to work at Pacific
7 Service Credit Union for the entirety of PLAINTIFF's employment.

8 20. Pacific Service Credit Union further exercised control over PLAINTIFF's wages,
9 hours and working conditions. Pacific Service Credit Union also: (1) set PLAINTIFF's work hours
10 and provided his work schedule; (2) provided PLAINTIFF with policies regarding meal periods and
11 rest breaks, with which PLAINTIFF was required to comply; (3) directly supervised PLAINTIFF's
12 work through its employees; (4) assigned PLAINTIFF's job duties and trained PLAINTIFF on said
13 job duties; (5) exercised authority to reprimand and counsel PLAINTIFF regarding any issues,
14 including work performance; (6) exercised authority to end PLAINTIFF's work assignment at any
15 time, the effective termination of employment; (7) required PLAINTIFF to record hours worked
16 using Pacific Service Credit Union's timekeeping system; (8) determined whether and when
17 PLAINTIFF would receive meal periods and rest breaks; (9) subjected PLAINTIFF to unlawfully
18 scheduled meal periods and rest breaks; and, (10) was responsible for maintaining PLAINTIFF's
19 timekeeping records. On information and belief, Pacific Service Credit Union issued further written
20 policies and practices and guidelines governing PLAINTIFF's working conditions with which
21 PLAINTIFF was required to comply.

22 21. PLAINTIFF is informed and believes that DEFENDANTS exercised the same
23 control over, applied the same policies and practices, and engaged in the same acts and omissions
24 with regard to all other Aggrieved Employees.

25 22. PLAINTIFF is informed and believes and thereon alleges that DEEFENDANTS
26 must be classified as joint employers of PLAINTIFF for purposes of liability for civil penalties
27 under PAGA, as the aforementioned entities engaged, suffered or permitted PLAINTIFF to perform
28 services from which DEFENDANTS benefited, and furthermore that the aforementioned entities

1 had the right to exercise control over the wages, hours and/or working conditions of PLAINTIFF at
2 all relevant times herein, so as to be considered the joint employers of PLAINTIFF.

3 23. By reason of their status as joint employers of PLAINTIFF and Aggrieved
4 Employees, DEFENDANTS are each liable for civil penalties for violations of the California Labor
5 Code and applicable Wage Orders as to all Aggrieved Employees.

6 24. PLAINTIFF is informed and believes that DEFENDANTS exercised the same
7 control over, applied the same policies and practices, and engaged in the same acts and omissions
8 with regard to the other Aggrieved Employees.

9 25. PLAINTIFF is informed and believes and hereon alleges that DEEFENDANTS must
10 be classified as joint employers of PLAINTIFF for purposes of liability for civil penalties under
11 PAGA, as the aforementioned entities engaged, suffered or permitted PLAINTIFF to perform
12 services from which they benefited, and furthermore that the aforementioned entities had the right
13 to exercise control over the wages, hours and/or working conditions of PLAINTIFF at all relevant
14 times herein, so as to be considered the joint employers of PLAINTIFF.

15 26. By reason of their status as joint employers of PLAINTIFF and Aggrieved
16 Employees, DEFENDANTS are each liable for civil penalties for violations of the California Labor
17 Code and applicable Wage Orders as to all Aggrieved Employees.

18 **LIABILITY UNDER CALIFORNIA LABOR CODE SECTION 2810.3**

19 27. California Labor Code section 2810.3(b)(1) provides in pertinent part that “a client
20 employer shall share with the labor contractor” all civil liability for the payment of wages to the
21 workers supplied by the labor contractor.

22 28. Roth Staffing is a “labor contractor” in that it supplies Pacific Service Credit Union
23 with workers to perform labor within Pacific Service Credit Union’ usual course of business. Lab.
24 Code § 2810.3(a)(3).

25 29. Pacific Service Credit Union is a “client employer” in that it is a business entity that
26 “obtains or is provided workers to perform labor within its usual course of business” from labor
27 contractor Roth Staffing. Lab. Code § 2810.3(a)(1)(A). Moreover, Pacific Service Credit Union has
28 a workforce of more than twenty-five workers and is supplied with at least five (5) workers from a

labor contractor at any given time. Lab. Code § 2810.3(a)(1)(B).

30. Under Section 2810.3, DEFENDANTS thus share all civil liability for the payment of wages to all workers supplied to Pacific Service Credit Union by Roth Staffing.

31. PLAINTIFF complied with all administrative requirements by providing notice by certified mail of the claims alleged herein to Pacific Service Credit Union. Lab. Code § 2810.3(d).

32. Any reference herein to any alleged act or omission by any DEFENDANT shall be deemed also to mean the same alleged act or omission by every other DEFENDANT, acting jointly and severally.

PAGA ALLEGATIONS

33. PLAINTIFF brings this action under the PAGA, as a representative action on behalf of the State of California and all Aggrieved Employees, regarding violations of the California Labor Code as set forth herein as to all Aggrieved Employees. Said “Aggrieved Employees” include the following:

- i. All non-exempt workers who were directly employed by Defendant, ROTH STAFFING COMPANIES, L.P. - regardless of where those non-exempt workers were assigned or a staffed to work – in California at any time from one year plus 65 days from the filing of the initial Complaint through the present (“PAGA Period”).
- ii. All non-exempt workers who were assigned/staffed to work at any one or more of Defendant, PACIFIC SERVICE CREDIT UNION’s locations in California, by Defendant, ROTH STAFFING COMPANIES, L.P. and/or any other staffing/temporary service agencies, at any time during the PAGA Period.
- iii. All non-exempt workers who were directly employed by Defendant, ROTH STAFFING COMPANIES, L.P. at any location in California at any time during the PAGA Period.

34. PLAINTIFF is an “aggrieved employee,” as that term is defined under Labor Code section 2699(c), as PLAINTIFF was employed by DEFENDANTS during the applicable statutory limitations period and personally suffered each of the Labor Code violations set forth herein.

1 Accordingly, PLAINTIFF seeks to recover on behalf of the State of California, and all Aggrieved
2 Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.

3 **COMPLIANCE WITH PAGA’S NOTIFICATION REQUIREMENTS**

4 35. PLAINTIFF, on May 1, 2025, through counsel, gave written notice by online filing
5 with the California Labor and Workforce Development Agency (“LWDA”) informing it that
6 DEFENDANTS failed to comply with California’s labor laws with regard to the allegations alleged
7 in this Complaint (“PAGA Notice”). The PAGA Notice was also sent to DEFENDANTS via
8 certified mail.

9 36. The PAGA Notice outlined PLAINTIFF’s claims for violations of the California
10 Labor Code and the applicable wage orders on behalf of the State of California and all Aggrieved
11 Employees.

12 37. The LWDA did not provide notice of its intention to investigate DEFENDANTS’
13 violations after expiration of the 65-day waiting time period, or at any time. To the extent any of the
14 alleged violations were curable, DEFENDANTS failed to cure within the time allotted by PAGA.
15 PLAINTIFF has exhausted the administrative remedies as required by Labor Code section 2699.3.
16 Consequently, PLAINTIFF’s right to file the instant lawsuit has duly accrued.

17 38. PLAINTIFF seeks to recover the PAGA civil penalties through a representative
18 action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
19 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

20 **FACTUAL ALLEGATIONS**

21 39. During the relevant period, PLAINTIFF, and each of the Aggrieved Employees,
22 worked for DEFENDANTS in the State of California. At all times referenced herein,
23 DEFENDANTS exercised control over PLAINTIFF and Aggrieved Employees and suffered and/or
24 permitted them to work.

25 40. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with job titles
26 of FTP Operator, Computer Systems Operator and/or similar job title/position(s) from in or around
27 August 2024 through in or around September 2024.

28 41. PLAINTIFF regularly worked shifts lasting at least approximately eight (8) to eight

1 and one-half (8 ½) hours per day, at least approximately five (5) days per week.

2 42. DEFENDANTS assigned PLAINTIFF to work at its offices/facilities located in
3 Concord, California.

4 43. DEFENDANTS paid PLAINTIFF an hourly rate for time counted by
5 DEFENDANTS as hours worked.

6 44. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate
7 PLAINTIFF and Aggrieved Employees for all hours worked, resulting in the underpayment of
8 minimum and overtime wages.

9 45. Based on information and belief, Aggrieved Employees were not paid for all hours
10 worked due to DEFENDANTS' mandated off-the-clock work policies and/or practices.

11 46. For example, PLAINTIFF and other Aggrieved Employees were required to
12 complete off-the-clock work resulting in the underpayment of wages owed.

13 47. For example, PLAINTIFF and other Aggrieved Employees were not compensated
14 for all time spent booting up and logging into DEFENDANTS' computer/electronic systems and
15 completing DEFENDANTS authentication/security processes, resulting in off-the-clock work at the
16 beginning of the shift and when clocking back in for a meal period.

17 48. Specifically, prior to clocking in for the start of PLAINTIFF's scheduled shift each
18 workday, PLAINTIFF was required start, boot and log into DEFENDANTS' computer systems
19 and/or software and complete a multi-step authentication process to log in so as to have the system
20 running at the start of the scheduled shift. As such, PLAINTIFF spent at least approximately one
21 (1) to five (5) minutes before each scheduled shift booting up/logging into work
22 application(s)/electronic systems and undergoing DEFENDANTS' authentication/verification
23 process in order to begin PLAINTIFF's shift or return from a meal period. This off-the-clock work
24 was uncompensated resulting in unpaid minimum and overtime wages.

25 49. Also, based on information and belief, DEFENDANTS failed to pay PLAINTIFF
26 and other Aggrieved Employees for all time they were required to spend completing orientation,
27 policy questionnaires, all required trainings and/or time spent completing the onboarding process
28 including but not limited to reviewing various documents (e.g., safety guidelines) and policies

1 provided by DEFENDANTS. Based on information and belief, this work time was completed off-
2 the-clock and was not compensated.

3 50. For example, DEFENDANTS required PLAINTIFF to spend time completing
4 approximately twenty-five plus items on an orientation / new hire checklist, including, preparing
5 work forms, discussing work policies, discussing and/or training on DEFENDANTS'
6 processes/protocols, and taking a required training/certification course. Based on information and
7 belief, some if not all of this time spent completing DEFENDANTS' orientation, policy
8 questionnaires, required trainings and time spent completing the onboarding process including but
9 not limited to reviewing various documents (e.g., safety guidelines) was uncompensated, which
10 resulted in DEFENDANTS' failure to compensate PLAINTIFF for all hours worked and the
11 underpayment of wages owed.

12 51. Based on information and belief, DEFENDANTS had actual and/or constructive
13 knowledge that their off-the-clock work policies and practices resulted in the underpayment of
14 minimum wages owed to PLAINTIFF and other Aggrieved Employees, in violation of California's
15 minimum wage laws.

16 52. For example, based on information and belief, at times, DEFENDANTS instructed
17 PLAINTIFF and other Aggrieved Employees to round or otherwise shave time off their total hours
18 worked, resulting in DEFENDANTS' failure to compensate them for all hours worked and the
19 underpayment of wages owed to PLAINTIFF and other Aggrieved Employees.

20 53. DEFENDANTS failed and continue to fail to pay a premium wage rate for all hours
21 worked beyond eight (8) hours in a day or beyond forty (40) hours in a week.

22 54. Based on information and belief, DEFENDANTS failed to incorporate all non-
23 discretionary remuneration, including but not limited to, shift differential pay, bonus pay, multiple
24 base rates of pay and/or other non-discretionary pay into the regular rate of pay used to calculate the
25 owed overtime rate(s), resulting in the miscalculation and underpayment of overtime wages owed
26 to PLAINTIFF and other Aggrieved Employees.

27 55. **Meal Period Violations.** PLAINTIFF and other Aggrieved Employees consistently
28 worked shifts of more than five (5) hours, entitling them to at least one meal period.

1 56. At times, PLAINTIFF and other Aggrieved Employees would not receive legally
2 compliant thirty (30) minute first meal breaks.

3 57. For example, at times, PLAINTIFF was required to take late meal periods (i.e. after
4 the fifth hour of work) due to the need to complete assigned job duties.

5 58. PLAINTIFF is further informed and believes and thereon alleges that
6 DEFENDANTS had actual and/or constructive knowledge that their unlawful policies and practices
7 resulted in the denial of lawful meal periods owed to PLAINTIFF and other Aggrieved Employees,
8 in violation of California's meal period laws.

9 59. **Rest Period Violations.** DEFENDANTS did not properly authorize and permit
10 PLAINTIFF and other Aggrieved Employees to take legally compliant rest periods at a rate of every
11 four (4) hours worked or major fraction thereof, that insofar as practicable, were taken in the middle
12 of the work period, as required by law.

13 60. For example, at times, PLAINTIFF was required to work during owed rest periods
14 due to the need to complete assigned job duties, resulting in denied rest periods.

15 61. Furthermore, DEFENDANTS failed to pay a rest period premium at the
16 PLAINTIFF's and other Aggrieved Employees' respective regular rates of pay for each day in which
17 they experienced a missed/unlawful rest period in violation of California law.

18 62. **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to
19 provide PLAINTIFF and other Aggrieved Employees with accurate wage statements that complied
20 with Labor Code section 226. As DEFENDANTS failed to provide PLAINTIFF and Aggrieved
21 Employees with meal and rest periods that complied with Labor section 226.7, the wage statements
22 DEFENDANTS issued to PLAINTIFF and Aggrieved Employees failed and continue to fail to
23 correctly set forth the gross wages earned, the total hours worked, the net wages earned, and all
24 applicable hourly rates in effect during the pay period and the corresponding number of hours
25 worked at each hourly rate by the employee.

26 63. As described herein, based on information and belief, DEFENDANTS also failed to
27 incorporate all forms of non-discretionary compensation earned during the pay period into the
28 overtime pay rate calculation, and as such, failed to display the proper overtime rate(s) for each hour

1 of overtime worked by PLAINTIFF and other Aggrieved Employees.

2 64. As a result, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved
3 Employees that were not accurate and did not include all of the statutorily required information. As
4 such, DEFENDANTS violated Labor Code section 226.

5 65. **Unreimbursed Business Expenses.** DEFENDANTS required PLAINTIFF and
6 other Aggrieved Employees to incur business expenses as a direct consequence of the performance
7 of their job duties without providing reimbursement, in violation of Labor Code section 2802.

8 66. DEFENDANTS shifted the costs of doing business onto Aggrieved Employees by
9 requiring them to pay for business expenses, including the use of NON-EXEMPT AGGRIEVED
10 EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES' personal cell phones/devices for
11 work-related purposes.

12 67. For example, PLAINTIFF was required to use PLAINTIFF's personal phone on a
13 daily basis for work-related matters but was not reimbursed for these business expenses.

14 68. DEFENDANTS regularly failed to reimburse and indemnify Aggrieved Employees
15 for business expenses. Pursuant to California Labor Code section 2802, PLAINTIFF and Aggrieved
16 Employees were entitled to be reimbursed for all reasonable expenses associated with carrying out
17 DEFENDANTS' orders and/or carrying out the duties assigned by DEFENDANTS.

18 69. **Failure to Timely Pay All Wages Upon Separation of Employment.**
19 DEFENDANTS failed to timely pay Aggrieved Employees all wages that were due and owing upon
20 termination or resignation. Based on information and belief, DEFENDANTS untimely provide final
21 wages to Aggrieved Employees without regard to the timing requirements of Labor Code sections
22 201-202.

23 70. Upon separation of employment, Aggrieved Employees' final paychecks were not
24 timely provided and/or did not include all wages owed as they were devoid of, including but not
25 limited to, all owed minimum wages, overtime wages, premium wages, and/or paid time off wages
26 at the properly accrued rates.

27 71. For example, DEFENDANTS did not furnish PLAINTIFF with any final paycheck
28 for at least approximately several days after PLAINTIFF's termination date, and PLAINTIFF's late

1 final paycheck was devoid of all wages owed as it was devoid of all wages owed, including but not
2 limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, all owed paid
3 time off wages at the properly accrued rates (including but not limited to, all owed vacation pay/paid
4 time off paid at the final rate including non-discretionary compensation, including but not limited
5 to, shift differentials).

6 72. These violations subject DEFENDANTS to damages, civil penalties, interest, and
7 attorneys' fees and costs under Labor Code sections 203, 210, and/or 256 and 2699.

8 73. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS
9 engaged in these same herein described unlawful practices, which led to violations of the California
10 Labor Code as further alleged below, and that DEFENDANTS applied these same herein described
11 unlawful practices to other Aggrieved Employees that it applied to PLAINTIFF.

12 **FIRST CAUSE OF ACTION**
13 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS**
14 **2698, *ET SEQ.***
15 **(On behalf of PLAINTIFF, Aggrieved Employees and the State of California against all**
16 **Defendants)**

17 74. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

18 **Meal Period Violations**

19 75. California law requires employers to provide employees a duty-free, uninterrupted
20 thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and
21 it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and
22 all applicable IWC Wage Orders), section 11(A) and (C); *Brinker Restaurant Corp. v. Superior*
23 *Court* (2012) 53 Cal.4th 1004.

24 76. Employers must also provide employees with a second duty-free, uninterrupted thirty
25 (30) minute meal period when an employee works more than (10) hours in a workday, and it must
26 be provided before the end of the 10th hour of work. *Ibid.*

27 77. Employers covered by any and all applicable IWC Wage Orders have an obligation
28 to both (1) relieve their employees for at least one meal period for shifts over five hours (see above),
and (2) to record having done so. If the employer fails to properly record a valid meal period, it is
presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3)

1 (“Meal periods . . . shall also be recorded”); *Brinker, supra*, 53 Cal.4th 1004, 1052-1053, citing
2 section 7(A)(3) (“If an employer’s records show no meal period for a given shift over five hours, a
3 rebuttable presumption arises that the employee was not relieved of duty and no meal period was
4 provided”).

5 78. Employers must pay employees an additional hour of wages at the employees’
6 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted
7 meal period, first meal period provided after five (5) hours, second meal period provided after 10
8 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) (“If an employer fails to
9 provide an employee a meal period in accordance with the applicable provision of this Order, the
10 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation
11 for each workday that the meal period is not provided”); *Brinker, supra*, 53 Cal.4th 1004.

12 79. As explained above, PLAINTIFF and other Aggrieved Employees were unable to
13 take timely, off duty, thirty-minute, uninterrupted meal periods, at times being forced to take late
14 meal periods/otherwise legally noncompliant meal periods due to understaffing, the nature and
15 constraints of their job duties, and/or commentary from supervisors pressuring them to take non-
16 compliant meal periods or skip meal periods completely.

17 80. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had
18 actual and/or constructive knowledge that its unlawful meal period policies and practices resulted
19 in the denial of compliant meal periods in violation of California's meal period laws.

20 81. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal
21 periods in violation of California law and/or failed to pay the proper meal period premium for failure
22 to incorporate all non-discretionary remuneration including but not limited to, bonuses, shift
23 differential pay and/or other non-discretionary compensation into the regular rate or compensation
24 for purposes of calculating the owed meal period premium.

25 82. These unlawful meal period policies and practices result in violations of Labor Code
26 sections 226.7, 512, and 1198-1199, and all applicable wage orders, § 11. These violations subject
27 DEFENDANTS to civil penalties under Labor Code §§ 558, 558.1 and 2699, and all applicable
28 Wage Orders, § 20.

1 **Rest Period Violations**

2 83. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
3 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
4 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
5 “insofar as practicable.” In *Brinker v. Restaurant Corp.*, 53 Cal.4th 1004 (2012),
6 the California Supreme Court held that employees are entitled to a 10-minute paid rest period for
7 shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to
8 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at
9 1029). The rest period requirement obligates employers to permit and authorize employees to take
10 off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control
11 over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th
12 257. If the employer fails to provide any required rest period, the employer must pay the employee
13 one hour of pay at the employee’s regular rate of compensation for each workday the employer did
14 not provide at least one legally required rest period, pursuant to Labor Code section 226.7, and
15 applicable IWC Wage Order, §12(B).

16 84. Moreover, under California law rest periods must be a “net” ten minutes in a suitable
17 rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 Division of Labor Standards
18 Enforcement (DLSE) Letters wherein the DLSE ruled that the net ten-minute language for rest
19 periods means ten minutes of time in a rest area and cannot include time it takes to get to and from
20 the rest area). The employer must show that it clearly articulates the right to a net ten minutes,
21 which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what
22 happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in
23 the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the
24 “onus is on the employer to clearly communicate the authorization and permission [to take rest
25 periods] to its employees.”).

26 85. PLAINTIFF and the Aggrieved Employees did not always receive legally compliant,
27 timely 10-minute rest periods for every four (4) hours worked or major fraction thereof.

28 86. Based on information and belief, at times, DEFENDANTS failed to relieve

1 PLAINTIFF and other Aggrieved Employees of all duties and employer control during rest periods.

2 87. As a result, PLAINTIFF and Aggrieved Employees did not receive legally compliant
3 rest periods as required by California law.

4 88. Moreover, based on information and belief, DEFENDANTS failed to pay a rest
5 period premium to PLAINTIFF and other Aggrieved Employees for each workday in which there
6 was a missed or otherwise unlawful rest period. Based on further information and belief, when a
7 rest premium was paid, DEFENDANTS failed to include non-discretionary compensation including
8 but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into
9 the regular rate of compensation for purposes of determining the owed rest period premium.

10 89. As such, DEFENDANTS violated Labor Code sections 226.7, and 1198-1199, and
11 all applicable IWC Wage Orders, §12. These violations subject DEFENDANTS to civil penalties
12 under Labor Code §§ 558 and 2699, and all applicable Wage Orders, §20.

13 **Minimum and Overtime Wage Violations**

14 90. California law provides that employees in California must be paid for all hours
15 worked, up to forty (40) hour per week or eight (8) hours per day, at a regular rate that is no less
16 than the mandated minimum wage. *See* Labor Code section 1197 and the applicable Wage Order.
17 The minimum wage standard applies to each hour employees worked for which they were not paid.
18 Therefore, an employer's failure to pay for any particular hour worked by an employee is unlawful
19 even if averaging an employee's total pay over all hours worked, paid or not, results in an average
20 hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.

21 91. California law also provides that employees in California must be paid overtime,
22 equal to 1.5 times the employee's regular rate of pay for all hours worked in excess of 40 hours per
23 week or 8 hours per day. *See* Labor Code 510 and the applicable Wage Order section 3. Employers
24 must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond
25 twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh
26 consecutive day of work in a work week. *Ibid.*

27 92. As explained above, DEFENDANTS violated California's minimum and overtime
28 wage laws by failing to compensate PLAINTIFF and the Aggrieved Employees for all hours worked

1 by virtue of, among other things, DEFENDANTS' off-the-clock work policies and practices
2 (described above), which resulted in unpaid minimum and overtime wages.

3 93. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
4 Aggrieved Employees for all hours worked.

5 94. Based on information and belief, DEFENDANTS had actual or constructive
6 knowledge that its off-the-clock work/rounding policies and practices resulted in the underpayment
7 of minimum and overtime wages owed to PLAINTIFF and other Aggrieved Employees.

8 95. Based on information and belief, DEFENDANTS failed and continue to fail to pay
9 a premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours
10 in a week.

11 96. Based on information and belief, DEFENDANTS further violated California's
12 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not
13 limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary
14 compensation into the regular rate of pay used to calculate the overtime rate of pay, resulting in the
15 underpayment of overtime wages owed to Aggrieved Employees.

16 97. This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1,
17 1194, 1197, 1198-1199, and all applicable Wage Orders. These violations subject DEFENDANTS
18 to civil penalties under Labor Code sections 218.5, 558, 558.1, 1197.1, 2699, and all applicable IWC
19 Wage Orders, section 20.

20 **Business Expense Violations**

21 98. California law requires employers to indemnify their employees for all necessary
22 expenditures incurred by the employee in direct consequence of the discharge of their duties or of
23 their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and all applicable
24 Wage Orders section 9(b). Furthermore, "for purposes of [section 2802], the term 'necessary
25 expenditure or losses' shall include all reasonable costs, including, but not limited to, attorneys' fees
26 incurred by the employee enforcing the rights granted by this section."

27 99. Among other things, under California law, when employees must use their personal
28 cellphones for work-related purposes, the employer must reimburse them for a reasonable

1 percentage of their cell phone bills. *See Cochran v. Schwan's Home Services, Inc.* (2014) 228
2 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
3 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
4 *Id.* 1144-1145.

5 100. Further, "any contract or agreement, express or implied, made by any employee to
6 waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive
7 any employee or his personal representative of any right or remedy to which he is entitled to under
8 the laws of this State." *See* Cal. Lab. Code section 2804.

9 101. As described above, PLAINTIFF and the Aggrieved Employees were improperly
10 required to pay for business expenses that are legally the responsibility of the employer.

11 102. DEFENDANTS' failure to provide PLAINTIFF and the Aggrieved Employees with
12 full reimbursement for all reasonable expenses associated with carrying out their duties required
13 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
14 expenses in violation of Labor Code section 2802.

15 103. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and other Aggrieved
16 Employees have suffered injury in that they were not completely reimbursed as mandated by
17 California law.

18 104. DEFENDANTS' failure to provide PLAINTIFF and the Aggrieved Employees with
19 full reimbursement for all reasonable expenses associated with carrying out their duties required
20 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
21 expenses in violation of Labor Code section 2802 and the applicable Wage Order.

22 105. This constitutes a PAGA violation based on violations of California Labor Code §
23 2802 and the applicable Wage Order.

24 **Wage Statement Violations**

25 106. California law requires every employer semi-monthly or at the time of each payment
26 of wages to furnish its employees with an accurate itemized wage statement in writing that contains
27 the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of
28 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;

1 (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee
2 is paid; (7) the name of the employee and only the last four digits of his or her social security number
3 or an employee identification number other than a social security number; (8) the name and address
4 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay
5 period and the corresponding number of hours worked at each hourly rate. Lab. Code § 226.

6 107. As DEFENDANTS failed to provide PLAINTIFF and other Aggrieved Employees
7 with meal and rest periods that complied with Labor Code section 226.7, the wage statements
8 DEFENDANTS issued to PLAINTIFF and other Aggrieved Employees failed and continue to fail
9 to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b)
10 the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net
11 wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in
12 effect during the pay period and the corresponding number of hours worked at each hourly rate by
13 the employee, in violation of Labor Code section 226(a)(9).

14 108. Moreover, due to violations detailed above, including but not limited to,
15 DEFENDANTS' failure to pay regular and overtime wages for all hours worked and failure to
16 provide meal and rest break premiums, DEFENDANTS have violated California Labor Code § 226
17 by willfully failing to furnish PLAINTIFF and other Aggrieved Employees with accurate, itemized
18 wage statements that listed the gross and net wages earned and the correct applicable rates of pay
19 for all hours worked. Based on information and belief, DEFENDANTS failed to incorporate all
20 forms of non-discretionary compensation earned during the pay period into the regular rate of pay
21 for purposes of calculating the owed overtime rate, and as such, failed to display the proper overtime
22 rate(s) for each hour of overtime worked by PLAINTIFF and other Aggrieved Employees.

23 109. As explained above, wage statements issued by DEFENDANTS failed to list the
24 "total hours worked" by PLAINTIFF and Aggrieved Employees (by virtue of off-the-clock work
25 policies and practices described above), which results in a violation of Labor Code section 226(a).

26 110. Failure to list all hours worked on a wage statement, gives rise to an inference of
27 injury under Labor Code Section 226 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th
28 1308, 1337).

111. DEFENDANTS' failure to accurately list all hours worked on all wage statements caused confusion to PLAINTIFF and caused and continues to cause confusion to other Aggrieved Employees over whether they received all wages owed to them.

112. As a result, PLAINTIFF and other Aggrieved Employees have suffered injury as they could not easily determine whether they received all wages owed to them and whether they were paid for all hours worked.

113. DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and Aggrieved Employees with accurate, itemized wage statements.

114. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and Aggrieved Employees have suffered injury. The absence of accurate information on their wage statements has prevented earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and mathematical computations to determine the amount of wages owed, and will cause difficulty and expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the submission of inaccurate information about wages and amounts deducted from wages to state and federal government agencies. As a result, PLAINTIFF and Aggrieved Employees are required to participate in this lawsuit and create more difficulty and expense from having to reconstruct time and pay records than if DEFENDANT had complied with its legal obligations.

115. These violations subject DEFENDANTS to civil penalties under Labor Code § 226. Each violation results in a *separate* civil penalty, for each Aggrieved Employee, for each pay period during which the statute provisions were violated. ³

Untimely Payment of Final Wages

116. California Labor Code section 201(a) provides, in relevant part, that "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." California Labor Code section 202(a) provides, in relevant part, that "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled

³ Labor Code § 226.3 (establishing that the civil penalty is ~~2~~ per employee per violation").

1 to his or her wages at the time of quitting.”

2 117. Pursuant to Labor Code section 203, an employer that willfully fails to pay wages
3 due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty
4 equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid.
5 Case law clarifies this 30-day waiting time penalty is recoverable under the PAGA via Labor Code
6 section 256. See, *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348 (2014); see also,
7 *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

8 118. Based on information and belief, DEFENDANTS failed and continue to fail to timely
9 pay final wages to PLAINTIFF and Aggrieved Employees upon separation of employment in
10 violation of Labor Code section 201-202. Final paychecks are not timely provided and/or did not
11 include all wages owed as they are devoid of, including but not limited to, all owed minimum wages,
12 overtime wages, and premium wages.

13 119. As a result, DEFENDANTS violated Labor Code sections 201, 202, and 203. These
14 violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or
15 256.

16 120. Under the provisions of PAGA and the above mentioned Labor Code sections,
17 including but not limited to Labor Code sections 201-203, 210, 226, 226.7, 256, 510, 512, 558,
18 558.1, 1194, 1197, 1197.1, 2699, 2699.3, 2802, and all applicable Wage Orders as well as all
19 interpretations of these laws by California Courts and administrative bodies, as well as any other
20 law that is enforceable through PAGA, DEFENDANTS are liable for the following penalties:

- 21 a. All statutorily-specified penalties recoverable under PAGA as enumerated in the
22 relevant California Labor Code provisions listed herein only if permitted by the
23 PAGA statute, pursuant to Labor Code section 2699(a); and
24 b. Default PAGA penalties for any violation of the enumerated list of Labor Code
25 violations without a civil penalty recoverable under the PAGA, all in the default
26 amounts provided by Labor Code section 2699(f).

27 121. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws,
28 PLAINTIFF is entitled to recover civil penalties, costs, and attorney’s fees.

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PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for relief and judgment as follows on behalf of PLAINTIFF, the State of California, and all Aggrieved Employees:

1. For civil penalties under Labor Code Section 2699;
2. For an order temporarily, preliminarily and permanently enjoining and restraining DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
3. For reasonable attorney's fees and costs of suit; and
4. For such other and further relief that the Court deems just and proper.

Dated: July 11, 2025

CROSNER LEGAL, PC

By: 

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