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Per local Rule, This case is assigned to  
Judge Weil, Edward G, for all purposes.

*Attorneys for Plaintiff*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF CONTRA COSTA**

PETER VO, on behalf of the State of  
California, as a private attorney general,

Plaintiff,

vs.

CUBIC TRANSPORTATION SYSTEMS,  
INC., a California Corporation; and DOES 1  
through 50, inclusive,

Defendants.

**SUMMONS ISSUED**

Case No. C26-00618

**REPRESENTATIVE ACTION  
COMPLAINT FOR:**

1. Civil Penalties Pursuant to Labor Code  
§ 2699 for violations of Labor Code  
§§ 201, 202, 203, 204, 210, 221, 226(a),  
226.7, 227.3, 246, 510, 512, 558(a)(1)(2),  
1194, 1197, 1197.1, 1198, 2802,  
California Code of Regulations, Title 8,  
Section 11040, Subdivision 5(A)-(B),  
California Code of Regulations, Title 8,  
Section 11070(14) (Failure to Provide  
Seating), and the applicable Wage  
Order(s).

1 Plaintiff Peter Vo (“PLAINTIFF”), on behalf of the people of the State of California  
2 and as an “aggrieved employee” acting as a private attorney general under the Labor Code  
3 Private Attorney General Act of 2004, § 2699, (“PAGA”) only, alleges on information and  
4 belief, except for his own acts and knowledge which are based on personal knowledge, the  
5 following:

## 6 INTRODUCTION

7 1. PLAINTIFF brings this action against defendant Cubic Transportation Systems,  
8 Inc. (referred to as “DEFENDANT”) seeking only to recover PAGA civil penalties on behalf  
9 of all current and former aggrieved employees that worked for DEFENDANT. PLAINTIFF  
10 does **not seek to recover anything other than penalties as permitted by California Labor**  
11 **Code § 2699**. To the extent that statutory violations are mentioned for wage violations,  
12 PLAINTIFF does not seek underlying general and/or special damages for those violations, but  
13 simply the civil penalties permitted by California Labor Code § 2699.

14 2. California has enacted the PAGA which permits PLAINTIFF to bring an action  
15 for PAGA penalties *only*, which is the precise and sole nature of this action.

16 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for  
17 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that  
18 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this  
19 complaint should be construed as attempting to obtain any relief that would not be available in  
20 a PAGA-only action.

21 4. PLAINTIFF is not suing in his individual capacity; he is proceeding  
22 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.  
23 Nothing in this complaint should be construed as PLAINTIFF suing in his individual capacity.

## 24 THE PARTIES

25 5. Cubic Transportation Systems, Inc. (“DEFENDANT”) is a California Corporation  
26 that at all relevant times mentioned herein conducted and continues to conduct substantial  
27 business in the state of California.  
28

1           6.     DEFENDANT designs, integrates, and provides outsourced business process and  
2 information technology services for automated fare collection systems for public transit  
3 operations.

4           7.     PLAINTIFF was employed by DEFENDANT in California from June 5, 2017 to  
5 April 11, 2025. PLAINTIFF was at all times classified by DEFENDANT as a non-exempt  
6 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and  
7 payment of minimum and overtime wages due for all time worked.

8           8.     PLAINTIFF, and such persons that may be added from time to time who satisfy  
9 the requirements and exhaust the administrative procedures under the Private Attorney General  
10 Act, brings this Representative Action on behalf of the State of California with respect to all  
11 individuals who are or previously were employed by DEFENDANT in California, including any  
12 employees staffed with DEFENDANT by a third party, and classified as non-exempt employees  
13 (“AGGRIEVED EMPLOYEES”) during the time period of November 22, 2021 until a date as  
14 determined by the Court (the "PAGA PERIOD").

15          9.     PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or  
16 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative  
17 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT’s  
18 violation of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226(a), 226.7, 227.3,  
19 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of  
20 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations,  
21 Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s).  
22 Based upon the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved  
23 employees within the meaning of Labor Code § 2699.

24          10.    The true names and capacities, whether individual, corporate, subsidiary,  
25 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are  
26 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious  
27 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this  
28 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when

1 they are ascertained. PLAINTIFF is informed and believes, and based upon that information  
2 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through  
3 50, inclusive, are responsible in some manner for one or more of the events and happenings  
4 that proximately caused the injuries and damages hereinafter alleged.

5 11. The agents, servants and/or employees of the Defendants and each of them  
6 acting on behalf of the Defendants acted within the course and scope of his, her or its  
7 authority as the agent, servant and/or employee of the Defendants, and personally  
8 participated in the conduct alleged herein on behalf of the Defendants with respect to the  
9 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to  
10 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and  
11 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the  
12 conduct of the Defendants' agents, servants and/or employees.

### 13 14 **THE CONDUCT**

15 12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT  
16 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time  
17 worked, meaning the time during which an employee is subject to the control of an  
18 employer, including all the time the employee is suffered or permitted to work.  
19 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without  
20 paying them for all the time they are under DEFENDANT's control. Among other things,  
21 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to  
22 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by  
23 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal  
24 break. DEFENDANT, as a matter of established company policy and procedure,  
25 administers a uniform practice of rounding the actual time worked and recorded by  
26 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,  
27 so that during the course of their employment, PLAINTIFF and the AGGRIEVED  
28 EMPLOYEES are paid less than they would have been paid had they been paid for actual

1 recorded time rather than “rounded” time. Additionally, DEFENDANT engages in the  
2 practice of requiring PLAINTIFF and the AGGRIEVED EMPLOYEES to perform work off  
3 the clock in that DEFENDANT, as a condition of employment, required these employees to  
4 submit to mandatory temperature checks and symptom questionnaires for COVID-19  
5 screening prior to clocking into DEFENDANT’s timekeeping system for the workday. As a  
6 result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeit minimum wage, overtime  
7 wage compensation, and off-duty meal breaks by working without their time being correctly  
8 recorded and without compensation at the applicable rates. DEFENDANT’s policy and  
9 practice not to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all time worked, is  
10 evidenced by DEFENDANT’s business records.

11 13. State law provides that employees must be paid overtime and meal and rest  
12 break premiums at one-and-one-half times their “regular rate of pay.” PLAINTIFF and the  
13 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is  
14 tied to specific elements of an employee’s performance.

15 14. The second component of PLAINTIFF’s and the AGGRIEVED  
16 EMPLOYEES’ compensation is DEFENDANT’s non-discretionary incentive program that  
17 paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their  
18 performance for DEFENDANT. The non-discretionary incentive program provided all  
19 employees paid on an hourly basis with incentive compensation when the employees met the  
20 various performance goals set by DEFENDANT. However, when calculating the regular  
21 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and  
22 the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive  
23 compensation as part of the employees’ “regular rate of pay” for purposes of calculating  
24 overtime pay and meal and rest break premium pay. Management and supervisors described  
25 the incentive program to potential and new employees as part of the compensation package.  
26 As a matter of law, the incentive compensation received by PLAINTIFF and the  
27 AGGRIEVED EMPLOYEES must be included in the “regular rate of pay.” The failure to  
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1 do so has resulted in a underpayment of overtime compensation and meal and rest break  
2 premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT.

3 15. As a result of their rigorous work schedules, PLAINTIFF and the  
4 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off  
5 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF  
6 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as  
7 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving  
8 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and  
9 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in  
10 which these employees were required by DEFENDANT to work ten (10) hours of work.  
11 DEFENDANT also engaged in the practice of rounding the meal period times to avoid  
12 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the  
13 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation  
14 and in accordance with DEFENDANT's corporate policy and practice.

15 16. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED  
16 EMPLOYEES were also required from time to time to work in excess of four (4) hours  
17 without being provided ten (10) minute rest periods. Further, these employees were denied  
18 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)  
19 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes  
20 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,  
21 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)  
22 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were  
23 also not provided with one hour wages in lieu thereof. Additionally, the applicable  
24 California Wage Order requires employers to provide employees with off-duty rest periods,  
25 which the California Supreme Court defined as time during which an employee is relieved  
26 from all work related duties and free from employer control. In so doing, the Court held that  
27 the requirement under California law that employers authorize and permit all employees to  
28 take rest period means that employers must relieve employees of all duties and relinquish

1 control over how employees spend their time which includes control over the locations  
2 where employees may take their rest period. Employers cannot impose controls that prohibit  
3 an employee from taking a brief walk - five minutes out, five minutes back. Here,  
4 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from  
5 unconstrained walks and is unlawful based on DEFENDANT's rule which states  
6 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during  
7 their rest period.

8 17. During the PAGA PERIOD, DEFENDANT failed to accurately record and  
9 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these  
10 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,  
11 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for  
12 all time worked, meaning the time during which an employee was subject to the control of  
13 an employer, including all the time the employee was permitted or suffered to permit this  
14 work. DEFENDANT required these employees to work off the clock without paying them  
15 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or  
16 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under  
17 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED  
18 EMPLOYEES forfeited time worked by working without their time being accurately  
19 recorded and without compensation at the applicable minimum wage and overtime wage  
20 rates. To the extent that the time worked off the clock does not qualify for overtime  
21 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-  
22 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

23 18. From time to time, DEFENDANT also failed to provide PLAINTIFF and the  
24 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to  
25 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226  
26 provides that every employer shall furnish each of his or her employees with an accurate  
27 itemized wage statement in writing showing, among other things, gross wages earned and all  
28 applicable hourly rates in effect during the pay period and the corresponding amount of time

1 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on  
2 an hourly basis. As such, the wage statements should reflect all applicable hourly rates  
3 during the pay period and the total hours worked, and the applicable pay period in which the  
4 wages were earned pursuant to California Labor Code Section 226(a). The wage statements  
5 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to  
6 identify such information. More specifically, the wage statements failed to identify the  
7 accurate total hours worked each pay period. When the hours shown on the wage statements  
8 were added up, they did not equal the actual total hours worked during the pay period in  
9 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this  
10 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that  
11 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from  
12 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage  
13 statements which violated Cal. Lab. Code § 226.

14 19. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be  
15 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if  
16 the wages are paid not more than seven (7) calendar days following the close of the payroll  
17 period. Cal. Lab. Code § 210 provides:

18 in [I]n addition to, and entirely independent and apart from, any other penalty provided  
19 this article, every person who fails to pay the wages of each employee as provided in  
20 Sections. . . .204. . .shall be subject to a civil penalty as follows: (1) For any initial  
21 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For  
22 each subsequent violation, or any willful or intentional violation, two hundred dollars  
23 (\$200) for each failure to pay each employee, plus 25 percent of the amount  
24 unlawfully withheld.

25 20. DEFENDANT from time to time failed to pay PLAINTIFF and the  
26 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in  
27 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular  
28 wage payments.

29 21. DEFENDANT underpaid sick pay wages to PLAINTIFF and the  
30 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in  
31 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt

1 employees earn non-discretionary remuneration, including, but not limited to, incentives,  
2 shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay,  
3 DEFENDANT underpays sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at  
4 their base rates of pay.

5 22. Cal. Lab. Code Section 246(l)(2) requires that paid sick time for nonexempt  
6 employees be calculated by dividing the employee's total wages, not including overtime  
7 premium pay, by the employee's total hours worked in the full pay periods of the prior 90  
8 days of employment.

9 23. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay  
10 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely  
11 earned non-discretionary incentive wages which increased their regular rate of pay.  
12 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and  
13 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as  
14 required under Cal. Lab. Code Section 246.

15 24. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF  
16 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time  
17 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and  
18 believes and based thereon alleges that such failure to pay sick pay at regular rate was  
19 willful, such that the AGGRIEVED EMPLOYEES whose employment has separated are  
20 entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

21 25. DEFENDANT intentionally and knowingly failed to reimburse and indemnify  
22 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred  
23 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of  
24 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section  
25 2802, employers are required to indemnify employees for all expenses incurred in the course  
26 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer  
27 shall indemnify his or her employee for all necessary expenditures or losses incurred by the  
28 employee in direct consequence of the discharge of his or her duties, or of his or her

1 obedience to the directions of the employer, even though unlawful, unless the employee, at  
2 the time of obeying the directions, believed them to be unlawful."

3 26. In the course of their employment PLAINTIFF and the AGGRIEVED  
4 EMPLOYEES as a business expense, were required by DEFENDANT to use their own  
5 personal cellular phones as a result of and in furtherance of their job duties as employees for  
6 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost  
7 associated with the use of their personal cellular phones for DEFENDANT's benefit.  
8 Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by  
9 DEFENDANT to use their personal cellular phones. As a result, in the course of their  
10 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES  
11 incurred unreimbursed business expenses which included, but were not limited to, costs  
12 related to the use of their personal cellular phones all on behalf of and for the benefit of  
13 DEFENDANT.

14 27. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has  
15 terminated and DEFENDANT has not tendered payment of all wages owed as required by  
16 law.

### 17 **JURISDICTION AND VENUE**

18 28. This Court has jurisdiction over this Action pursuant to California Code of  
19 Civil Procedure, Section 410.10.

20 29. Venue is proper in this Court pursuant to California Code of Civil Procedure,  
21 Sections 395.5 and 393, because DEFENDANT operates in locations across California,  
22 employs AGGRIEVED EMPLOYEES across California, including in this County, and  
23 committed the wrongful conduct herein alleged in this County against AGGRIEVED  
24 EMPLOYEES.

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1 herein. The statutory waiting period for PLAINTIFF to add these allegations to the  
2 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now  
3 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy  
4 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

5 34. The policies, acts and practices heretofore described were and are an unlawful  
6 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the  
7 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly  
8 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,  
9 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for  
10 required expenses, and (f) failed to provide wages when due, all in violation of the  
11 applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204, 210, 221,  
12 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802,  
13 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California  
14 Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the  
15 applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such  
16 conduct.<sup>1</sup> PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the  
17 Labor Code Private Attorney General Act of 2004 as the representative of the State of  
18 California for the illegal conduct perpetrated on PLAINTIFF and the AGGRIEVED  
19 EMPLOYEES.

#### 20 **PRAYER FOR RELIEF**

21 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and  
22 severally, as follows:

23 1. On behalf of the State of California and with respect to all AGGRIEVED  
24 EMPLOYEES:

25 A) Recovery of civil penalties as prescribed by the Labor Code Private  
26 Attorneys General Act of 2004; and,

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27 <sup>1</sup>Plaintiff specifically excludes and/or does not allege any claims under California Labor  
28 Code §558(a)(3).

B) An award of attorneys' fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §2699.

Dated: February 20, 2026

By: /s/ Norman Blumenthal  
Norman B. Blumenthal  
Kyle R. Nordrehaug  
Nicholas J. De Blouw

*Attorneys for Plaintiff*

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# EXHIBIT 1

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September 25, 2025  
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**VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

Labor and Workforce Development Agency  
Online Filing

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Re: Amended Notice For LWDA Case No. 920814-22  
Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203,  
204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512,  
558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of  
Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California  
Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide  
Seating), Violation of Applicable Industrial Welfare Commission Wage  
Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Our offices represent Plaintiffs Amelia Schillinger and Peter Vo (collectively referred to as “Plaintiffs”) and other Aggrieved Employees in a lawsuit against Cubic Transportation Systems, Inc. (“Defendant”).

Plaintiff Amelia Schillinger originally sent a PAGA Notice on November 22, 2022 which gave notice to the LWDA and Defendant to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.*

This Amended Notice is intended to amend Plaintiff Amelia Schillinger’s original PAGA Notice to add Plaintiff Peter Vo, as well as additional information regarding Plaintiffs’ claims.

“Aggrieved Employees” refers to all individuals who are or previously were employed by Cubic Transportation Systems, Inc. in California, including any employees staffed with Cubic Transportation Systems, Inc. by a third party, and classified as non-

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exempt employees during the time period of November 22, 2021 until a date as determined by the Court.

Cubic Transportation Systems, Inc. (“Cubic”), in business since 1951 and headquartered in San Diego, California, serves transportation agencies worldwide. Cubic provides fare collection solutions for public transit, and intelligent transportation systems and advanced analytics to optimize traffic flow, reduce congestion, and enhance road safety.

Plaintiff Schillinger was employed in San Diego as a Senior Administrative Assistant from September of 2016 to January of 2024. As part of her duties, she had to provide secretarial and administrative support, set up and coordinate meetings, compile and prepare reports, screen calls and visitors, request and maintain office supplies, etc. At all times she was classified as non-exempt and paid on an hourly basis. Schillinger worked an Alternative Work Schedule (AWS), which was in place since before she started her employment for Defendant (she started in September 2016). Aggrieved Employees work 9 hours a day from Monday through Thursday (Friday off) one week, and then 9 hours a day from Monday through Thursday, plus 8 hours on Friday the following week; such that they work 36 hours one week and 44 hours the next. Aggrieved Employees get one Friday off every two weeks.

Peter Vo was employed from June of 2017 to April of 2025, as a Program Financial Operations Analyst USA. He was tasked with coordinating projects, establishing the cost accounting structure of projects, assist with and help document the budgeting, monitor costs, etc. Throughout his employment, Vo was forced to work off the clock in order to meet Defendant’s unrealistic deadlines.

Defendant, however, unlawfully failed to record and pay Plaintiffs and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Due to Defendant’s unrealistic deadlines, Plaintiff Vo was forced to work off the clock to keep up with his assignments throughout his employment. This situation became worse once Vo disclosed his ADHD diagnostic to Defendant, and his manager targeted him in order to terminate him. Defendant routinely called and texted Plaintiff Schillinger on her personal phone, to discuss work-related matters. To make matters worse, these interactions frequently happened after work hours and during the weekends. Schillinger’s phone logs and text messages document many of these instances over the span of her employment. Another example of work off the clock is Defendant using a service called “WellBeingInc” or “WBI” (<https://www.thewellbeing.ca/about-us>), as an incentive for employees. WBI is a corporate coaching service that promotes exercise and mental well-being among employees. Defendant benefits from providing this service because it lowers Defendant’s

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health insurance rates. Every morning Plaintiffs and the Aggrieved Employees were required to answer health-related questions to obtain points. The questions ask for example, if Plaintiffs had done their sit ups that day, how many repetitions, what other forms of exercise had been done, for how long, etc. Once Plaintiff had enough points, they received \$50 on her next paycheck. Lastly, Plaintiffs and the aggrieved employees were screened for COVID upon arriving to Defendant's premises, but were not compensated for the time they spent waiting to be screened.

Defendant paid some meal premiums but failed to pay rest break premiums throughout Plaintiffs' employment. Defendant also failed to follow the holding in the *Ferra* decision and underpaid meal break premiums even when they were paid. Plaintiffs were required to clock out for a meal period and continue to work, without being paid the corresponding meal period penalties. Lastly, Defendant's policies regarding meal periods and rest breaks specified that Plaintiffs were allowed to leave the premises for meal periods, but the policy is silent as to rest breaks, creating the notion that Plaintiffs are not in fact allowed to leave Defendant's premises for rest breaks.

Defendant failed to pay Plaintiffs at the correct regular rate of pay. Plaintiffs contend that some payments on pay stubs may not be calculated into overtime (and meal and rest break premiums) payments correctly. These include payments for participating in the "WellBeingInc" program; Defendant's incentive to keep employees active, and which should have been included in the regular rate of pay. Specifically, Plaintiff Vo had three \$850 LIFESTYLE payments. Defendant failed to apply these over the prior year as an annual bonus, resulting in his pay periods being underpaid.

Defendant failed to pay all reimbursements in violation of Labor Code § 2802. Schillinger had to use her own personal cell phone in order to communicate with Defendant; both during and outside of work hours.

Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiffs and other Aggrieved Employees with their wages.

Plaintiffs further contend that Defendant failed to provide accurate wage statements to Plaintiffs, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Plaintiffs and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to Plaintiffs and the Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Many of Defendant's clients prepare billings on government and commercial contracts from employee timesheets.

Incomplete or unapproved timesheets cannot be charged to a project, creating significant negative impacts to Defendant. Therefore, Defendant required Plaintiffs to keep track and record their time worked everyday. Defendant's time tracking system did not allow for exact time to be recorded; instead, Plaintiffs had to choose a time from a drop down menu with options of 15 minute increments. This rounding system failed to capture Plaintiffs total time worked, as well as whether meal periods were late or short.

Additionally, Plaintiffs contend that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiffs began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiffs and other Aggrieved Employees with suitable seats.

Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiffs against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiffs, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiffs, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiffs therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiffs to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiffs and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Christine T. LeVu

Christine T. LeVu, Esq.