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Clerk of the Superior Court
By G. Rodriguez ,Deputy Clerk

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 THE COUNTY OF SAN DIEGO

10 TOBIAS BURRIER, an individual, on)
11 behalf of himself, the State of California,)
12 and aggrieved employees pursuant to the)
13 Private Attorneys General Act (PAGA))

14 Plaintiffs,

15 vs.

16 SERVICENOW, INC., a Delaware)
17 corporation; and DOES 1 through 50,)

18 Defendants.

Case No.: 25CU047290C

Judge: Hon. Mark T. Cumba
Dept.: C-65

**FIRST AMENDED COMPLAINT
VIA THE PAGA FOR:**

1. Failure to pay
Minimum/Regular/Vacation
Wages;
2. Failure to Pay State Overtime;
3. Failure to Pay Wages Timely;
4. Failure to Comply with Meal
and Rest Break Laws;
5. Failure to Provide Accurate
Wage Statements;
6. Failure to Maintain Records;
7. Failure to Reimburse Expenses;
8. Failure to Provide Records;
9. Sick Pay Violations; and
10. Wrongful Discharge/Retaliation.

1 Plaintiff TOBIAS BURRIER, on behalf of himself, the State of California, and
2 acting for the interests of other current and former employees (“Aggrieved
3 Employees” or “Plaintiffs”), allege the following:

4 **NATURE OF THE ACTION**

5 1. This is a representative action under the Private Attorneys General Act
6 (PAGA) of 2004, as amended, Labor Code §§ 2698 *et seq.*, in which Plaintiffs are
7 seeking civil penalties on behalf of the State of California for all Aggrieved
8 Employees. *Adolph v. Uber Technologies, Inc.*, 14 Cal. 5th 1104 (2023).

9 **JURISDICTION AND VENUE**

10 2. Pursuant to Article VI, § 10 of the California Constitution, subject matter
11 jurisdiction is proper in the Superior Court of California, County of San Diego, State
12 of California because Plaintiffs allege claims arising under California law.

13 3. This Court has jurisdiction over the Defendants because each is an
14 association, corporation, business entity, or individual that conducts substantial
15 business in the State of California.

16 4. Pursuant to § 395 of the California Code of Civil Procedure, venue is
17 proper in the Superior Court of California for the County of San Diego because
18 Defendants are doing business in the County of San Diego, California, the misconduct
19 occurred in the County of San Diego, and PAGA enforcement actions are not limited
20 to the county in which Aggrieved Employees performed work. *See Crestwood*
21 *Behavioral Health, Inc. v. Superior Court*, 60 Cal. App. 5th 1069, 1075 (2021) (in a
22 PAGA action, a plaintiff is not limited to the county in which he or she performed
23 work).

24 **THE PARTIES**

25 5. The State of California is the real party in interest in a PAGA action. *Kim*
26 *v. Reins Int’l California, Inc.*, 9 Cal. 5th 73, 81 (2020) (the “government entity on
27 whose behalf the plaintiff files suit is always the real party in interest.”)

28 6. Plaintiff TOBIAS BURRIER is an individual and resident of California,

1 County of San Diego.

2 7. Defendant SERVICENOW, INC. is a Delaware corporation doing
3 business in California.

4 8. The true names and capacities, whether individual, corporate, associate or
5 otherwise of the Defendants named herein as DOES 1 through 50, are unknown to
6 Plaintiffs at this time. Plaintiffs therefore sue said Defendants by such fictitious names
7 pursuant to § 474 of the California Code of Civil Procedure. Plaintiffs will seek leave
8 to amend this Complaint to allege the true names and capacities of DOES 1 through 50
9 when their names are ascertained. Plaintiffs are informed and believe, and based
10 thereon allege, that each of the DOE Defendants is in some manner liable to Plaintiffs
11 for the events and actions alleged herein.

12 9. Unless otherwise specified by name, the named Defendants and DOES 1
13 through 50 will be collectively referred to as “Defendants.”

14 10. Plaintiffs are informed and believe, and based thereon allege, that each
15 Defendant was acting as an agent, joint venturer, an integrated enterprise and/or alter
16 ego for each of the other Defendants and each were co-conspirators with respect to the
17 acts and the wrongful conduct alleged herein so that each is responsible for the acts of
18 the other pursuant to the conspiracy and in proximate connection with the other
19 Defendant(s).

20 11. Plaintiffs are informed and believe, and based thereon allege, that each
21 Defendant was acting partly within and partly without the scope and course of their
22 employment, and was acting with the knowledge, permission, consent, and ratification
23 of every other Defendant.

24 12. Plaintiffs are informed and believe, and based thereon allege that each of
25 the Defendants was an agent, managing general partner, managing member, owner, co-
26 owner, partner, employee, and/or representative of each of the Defendants and was at
27 all times material hereto, acting within the purpose and scope of such agency,
28 employment, contract and/or representation, and that each of them is jointly and

1 severally liable to Plaintiffs.

2 13. Plaintiffs are informed and believe, and based thereon allege that each of
3 the Defendants is liable to Plaintiffs under legal theories and doctrines including but
4 not limited to (1) joint employer; (2) integrated enterprise; (3) agency; and/or (4) alter
5 ego, based in part, on the facts set forth below.

6 14. Plaintiffs are informed and believe, and based thereon allege, that each
7 of the named Defendants are part of an integrated enterprise and have acted or
8 currently act as the employer and/or joint employer of the Plaintiffs/Class Members
9 making each of them liable for the wage and hour violations alleged herein.

10 15. Plaintiffs are informed and believe, and therefore allege, that one, more
11 than one, or each of the named Defendants are liable to the Plaintiffs under legal
12 theories and doctrines including but not limited to (1) the common law joint employer
13 doctrine and/or (2) Labor Code § 2810.3 because at least one of these named
14 Defendants worked as the central hub to an overall business operation by which the
15 interrelationship between these Defendants makes each of the Defendants liable for
16 the wage and hour violations alleged herein.

17 16. Plaintiffs are informed and believe, and based thereon allege, that DOES 1-
18 50 were “Client employer[s]” within the meaning of Labor Code § 2810.3(a)(1)(A)
19 and, as such, are jointly liable pursuant to Labor Code § 2810.3.

20 17. More than 30 days before the filing of this Complaint, Plaintiffs gave
21 notice to DOES 1-50 pursuant to Labor Code § 2810.3(b).

22 18. Thus, Plaintiffs have the legal basis to file this Complaint to pursue the
23 claims alleged in this Complaint against the abovementioned entities pursuant to
24 Labor Code § 2810.3, *et seq.* at their discretion.

25 **GENERAL ALLEGATIONS**

26 19. Defendants are in the technology industry. <https://www.servicenow.com>.

27 20. On or about July 18, 2022, Defendants employed the named Plaintiff and
28 misclassified him as an exempt worker in California until Defendants wrongfully

1 terminated the Plaintiff on or about May 8, 2025 without valid cause and without
2 paying Plaintiff all wages to which Plaintiff had a right to receive in a timely manner
3 in an amount to be proven at trial.

4 21. The named Plaintiff is an “aggrieved employee” because Defendants
5 employed Plaintiff in California and Plaintiff experienced one or more of the alleged
6 Labor Code violations committed against the Plaintiff, and therefore the named
7 Plaintiff is properly suited to act on behalf of the state, and collect civil penalties for
8 all violations committed against the Aggrieved Employees, who are also aggrieved
9 employees as defined by Labor Code § 2699(c).

10 22. California law provides that an aggrieved employee may file a
11 representative action under the PAGA against an employer for civil penalties in
12 connection with violations of the Labor Code and Wage Order.

13 23. On information and belief, current and former employees of Defendants
14 suffered from Defendants’ Labor Code violations.

15 **Unpaid Minimum/Regular Wages.**

16 24. During all times relevant, Plaintiffs are informed and believe and based
17 thereon allege that pursuant to company policies and/or practices and/or directions
18 implemented and enforced by Defendants, that Defendants failed to pay Aggrieved
19 Employees all their regular/minimum wages, in an amount to be proven at trial.

20 25. This claim is premised on Defendants’ misclassification of the named
21 Plaintiff as an exempt employee.

22 26. Defendants employed the named Plaintiff in the field of technology and
23 gave him a lofty title, to wit: “Staff Product Designer,” but the actual work Plaintiff
24 performed was nothing of the sort.

25 27. Defendants classified the named Plaintiff as a salaried employee, and
26 failed to track his hours worked, denied him overtime compensation, and failed to
27 provide compliant meal and rest breaks, yet the named Plaintiff fell under none of the
28 exemptions recognized under California law, including but not limited to the

1 executive, administrative, computer, or professional exemptions.

2 28. Plaintiff did not manage two or more employees, did not have authority
3 to hire or fire, did not customarily and regularly exercise independent discretion and
4 judgment on matters of significance, and spent most of his time performing non-
5 exempt work, including using artificial intelligence software, following instructions,
6 coordinating assignments with managers, reporting metrics to managers, design work
7 focused on product output, among other tasks. Cal. Lab. Code § 515.5; *Bothell v.*
8 *Phase Metrics, Inc.*, 299 F.3d 1120 (9th Cir. 2002) (an engineer who did not perform
9 duties of substantial importance to the management or operation of the business was
10 found nonexempt under the administrative exemption); *Hudson v. Corelogic, Inc.*,
11 2017 WL 11529502 (C.D. Cal. Aug. 14, 2017) (the court found no creative
12 professional exemption where the worker used templates and guidelines rather than
13 independently creating original designs); *Lola v. Skadden, et al.*, 620 F. App'x 37
14 (2nd Cir. 2015) (holding that plaintiff, a lawyer, stated a viable claim for FLSA
15 violations and that he was not exempt even though he was a licensed lawyer because
16 work on document review projects was work that a machine could have done and that
17 he did not perform work that was “in the practice of law” within the meaning of the
18 FLSA's learned professional exemption).

19 29. Plaintiff was not primarily engaged in work that was intellectual or
20 creative.

21 30. Plaintiff was not primarily engaged in work that required the exercise of
22 discretion and independent judgment.

23 31. Plaintiff was primarily engaged in work that required close supervision.

24 32. Despite his non-exempt duties, Defendants failed to pay Plaintiff and
25 other similarly situated Aggrieved Employees all regular hours worked in an amount
26 to proven at trial.

27 33. Plaintiff alleges he and other Aggrieved Employees were underpaid
28 minimum/regular wages in an amount to be proven at trial.

1 34. This claim is also premised on Defendants' failure to pay Plaintiff
2 alleges and other Aggrieved Employees earned nondiscretionary bonus payments.

3 35. For example, Defendants implemented and enforced a written policy to
4 pay Plaintiff alleges and other Aggrieved Employees nondiscretionary bonus
5 payments.

6 36. The terms of the agreement provide, in part:

7
8 You will be eligible to participate in the Corporate Incentive
9 Bonus Plan (the "Bonus Plan") and your annual incentive bonus
10 target of USD 29,250.00 which is 15% of your base salary, is
11 payable based upon Company and individual performance.
12 Your eligibility and compensation under this Bonus Plan will
13 be governed under the terms of the Bonus Plan and applicable
14 Company policy, as established from time to time. The payment
15 of any bonus and its amount shall be at the absolute discretion
16 of the Company. You must be actively employed by the
Company on the payment day of your bonus to receive a bonus
payment. The Company reserves the right to review, amend or
replace the Bonus Plan at any time. All eligible employees will
be notified of such amendment.

17 37. Plaintiffs are informed and believe and based thereon allege that
18 Defendants' Corporate Incentive Bonus Plan was based on a predetermined by
19 objective performance criteria ("Company and individual performance") and a fixed
20 target percentage of base salary (15%).

21 38. Accordingly, Plaintiffs maintain that Defendants' Corporate Incentive
22 Bonus Plan was a nondiscretionary incentive plan.

23 39. Pursuant to the foregoing Corporate Incentive Bonus Plan, the
24 Defendants paid the named Plaintiff no fewer than five bonus payments, generally
25 once every February and August of each year.

26 40. On May 8, 2025, Defendants involuntarily terminated the Plaintiff
27 without valid cause, yet Defendants failed to pay Plaintiff any money toward the
28 Plaintiff's prorated portion of his vested share in the Corporate Incentive Bonus Plan

1 on his date of termination (still unpaid as of this date).

2 41. By May 8, 2025, the named Plaintiff worked more than 60 days from
3 his last bonus payment and maintains he satisfied all conditions to receive a prorated
4 portion of his vested share in the Corporate Incentive Bonus Plan.

5 42. Labor Code § 200(a) defines wages as: “all amounts for labor performed
6 by employees of every description, whether the amount is fixed or ascertained by the
7 standard of time, task, piece, commission basis, or other method of calculation.”

8 43. The DLSE Manual § 35.5 further provides, “Common law contract
9 theories will not allow one party to the contract to prevent the other party from
10 completing the contract. If the employee is discharged before completion of all of the
11 terms of the bonus agreement, and there is not valid cause, based on conduct of the
12 employee, for the discharge, the employee may be entitled to recover at least a pro-
13 rata share of the promised bonus.” *See also Div. of Lab. L. Enft v. Transpacific*
14 *Transportation Co.*, 88 Cal.App.3d 823, 830 (1979) (“The law does not support a
15 forfeiture in these circumstances where the employees were terminated through no
16 fault of their own after having substantially performed the services entitling them to a
17 bonus.”); *McCollum v. XCare.net, Inc.*, 212 F. Supp. 2d 1142, 1153 (N.D. Cal. 2002)
18 (held plaintiff “may be entitled to some or all of the commissions earned prior to her
19 discharge).

20 44. Based on California law, Plaintiffs are informed and believe and based
21 thereon allege that the named Plaintiff and other Aggrieved Employees were not paid
22 bonus wages in an amount to be proven at trial.

23 45. Plaintiffs’ unpaid wage claim is also premised on Defendants’ unlimited
24 paid time off (PTO) policy and Defendants’ failure to pay PTO out to its terminated
25 employees.

26 46. Plaintiffs are informed and believe and based thereon allege that
27 Defendants implemented and enforced a PTO policy that generally provides
28 flexibility, unlimited PTO policy for most employees, including sick days, which is

1 subject to manager approval and the Defendants' "take what you need" principle.

2 47. To this end, Defendants did not issue Plaintiffs and Aggrieved
3 Employees with wage statements or any other document specifying their accrued
4 vacation or PTO.

5 48. Under Labor Code § 227.3, earned and unused vacation (or PTO) must
6 be paid out at termination.

7 49. Plaintiffs are informed and believe and based thereon allege that
8 Defendants, however, failed to pay the named Plaintiff and presumably other
9 terminated Aggrieved Employees vacation (or PTO) in violation of Labor Code §
10 227.3.

11 50. Plaintiffs maintain that Defendants' PTO/vacation policy is unlawful
12 because, among other reasons, it is not truly unlimited in practice, vaguely worded,
13 unclearly communicated in writing, does not explicitly disclaim payout at separation,
14 and does not allow employees genuine discretion. *McPherson v. EF Intercultural*
15 *Foundation, Inc.*, 47 Cal. App. 5th 243 (2020); DLSE Enforcement Policies &
16 Interpretations Manual § 15.1.5.

17 **Unpaid Overtime.**

18 51. During all times relevant, Plaintiffs allege that pursuant to company
19 policies and/or practices and/or directions implemented and enforced by Defendants,
20 that Defendants underpaid overtime, failed to pay overtime, or both to Aggrieved
21 Employees.

22 52. This claim is premised on the above allegations.

23 53. Despite the named Plaintiff's non-exempt duties, Defendants failed to
24 pay Plaintiff and other similarly situated Aggrieved Employees all regular hours
25 worked, overtime wages for hours worked more than eight (8) hours per day or forty
26 (40) per week, in violation of Labor Code §§ 510 and 1194 in an amount to proven at
27 trial.

28 54. Further, Defendants paid Plaintiff and Aggrieved Employees extra

1 remuneration, such as bonuses, which amounts Defendants did not add into their
2 regular rate of pay for overtime pay computation, resulting in the underpayment of
3 overtime in an amount to be proven at trial.

4 **Meal and Rest Break Claims.**

5 55. During all times relevant, Plaintiffs allege that pursuant to company
6 policies and/or practices and/or directions implemented and enforced by Defendants,
7 that Defendants failed to permit Aggrieved Employees to take all their compliant off-
8 duty meal and rest breaks during the required timeframe as required by law and failed
9 to pay them premium pay in lieu thereof, in an amount to be proven at trial.

10 56. This claim is premised on the above allegations.

11 57. Further, Defendants prevented the named Plaintiff and Aggrieved
12 Employees from taking all their uninterrupted rest breaks to which they had the right
13 to enjoy in an amount to be proven at trial, and Defendants failed to pay them
14 premium pay as required under California law. *See Augustus v. ABM Security*
15 *Services*, 2 Cal. 5th 257 (2016).

16 58. Despite his non-exempt duties, Defendants failed to pay Plaintiff and
17 other similarly situated Aggrieved Employees all meal break premiums in an amount
18 to proven at trial.

19 **Unreimbursed Work-Related Expense Claims.**

20 59. During all times relevant, Plaintiffs allege that pursuant to company
21 policies and/or practices and/or directions implemented and enforced by Defendants,
22 that Defendants failed to reimburse Aggrieved Employees for work-related expenses
23 in violation of California law.

24 60. In particular, Plaintiffs maintain that Defendants failed to reimburse the
25 named Plaintiff and Aggrieved Employees who worked remotely for their home
26 internet expenditures, utilities, cell phone, supplies, office furniture, among other
27 items. Labor Code § 2802; *Thai v. International Business Machines Corp.*, 93 Cal.
28 App. 5th 364 (2023).

1 61. Despite incurring work-related expenses, Defendants failed to pay
2 Plaintiff and other similarly situated Aggrieved Employees for all work-related
3 expenditures in an amount to proven at trial.

4 **Erroneous Wage Statements in Violation of Labor Code § 226.**

5 62. During all times relevant, Plaintiffs allege that pursuant to company
6 policies and/or practices and/or directions implemented and enforced by Defendants,
7 that Defendants failed to issue lawful wage and earning statements to Aggrieved
8 Employees.

9 63. This claim is premised on Defendants' failure to comply with Labor Code
10 § 226(a)(5) by issuing wage statements to the named Plaintiff and Aggrieved
11 Employees that failed to accurately report their "net wages earned."

12 64. For example, attached hereto as **Exhibits 1-5**, are true and correct copies
13 of wage statements that Defendants issued to the named Plaintiff.

14 65. In each of the wage statements the Defendants issued to the named
15 Plaintiff in **Exhibits 1 to 5**, Defendants erroneously indicate his "net pay" was \$0.00,
16 making interpretation of the wage statements confusing.

17 66. This claim is also premised on Defendants' failure to pay Plaintiff and
18 Aggrieved Employees wages in a lawful manner as described above, making the
19 wage statements it issued to Aggrieved Employees inaccurate in violation of Labor
20 Code 226.

21 67. For example, Defendants omitted Plaintiff's and Aggrieved Employees'
22 accurate hourly rate of pay, accurate number of hours worked, etc.

23 **Derivative PAGA Claims.**

24 68. During all times relevant, Plaintiffs allege that pursuant to company
25 policies and/or practices and/or directions implemented and enforced by Defendants,
26 that Defendants failed to pay Aggrieved Employees their final paychecks immediately
27 upon involuntary termination or within 72 hours of voluntary separation, and/or
28 Defendants did not pay all final wages at the location of employment, and/or said

1 final paychecks did not include all wages due to the employee in violation of
2 California law.

3 69. As to the named Plaintiff's Labor Code § 203 claim, the named Plaintiff
4 specifically alleges that Defendants terminated him on May 8, 2025, yet did not issue
5 Plaintiff's alleged "final" paycheck until May 15, 2025, seven days late.

6 70. Defendants admit they violated Labor Code § 203 because Defendants
7 paid the named Plaintiff \$4,845.88 in "Term Pay Reg" (a euphemism for waiting time
8 penalties), but using Defendants' arbitrary hourly rate of \$100.95 times 8 times 7
9 equals \$5,653.20, not \$4,845.88, which means Defendants underpaid the Plaintiff
10 \$807.32 using Defendants' arbitrary and inaccurate figures (their numbers are much
11 higher especially where Plaintiff earned \$4,916.45 in Restricted Stock Units during
12 the 30 day lookback period).

13 71. The foregoing error also constitutes a standalone Labor Code § 226
14 violation.

15 72. To date, Plaintiffs are informed and believe, and therefore allege that
16 Defendants have not paid the named Plaintiff and Aggrieved Employees all wages
17 due and payable, in an amount to be proven at trial in violation of Labor Code §§
18 201.3, 203, and 256 via PAGA.

19 **Wrongful Termination/Retaliation.**

20 73. For almost three straight years, Defendants employed the named Plaintiff
21 during which time Defendants praised his work, paid Plaintiff bonuses, awarded pay
22 raises, and issued Plaintiff laudatory reviews.

23 74. On May 8, 2025, Defendants terminated the Plaintiff.

24 75. The stated reason for Plaintiff's termination was that Plaintiff "failed to
25 disclose outside consulting work."

26 76. Labor Code § 96(k) via the PAGA, however, provides employees the
27 right to pursue remedies for adverse employment action resulting from "lawful
28 conduct occurring during nonworking hours away from the employer's premises."

1 77. Labor Code similarly § 98.6 prohibits an employer from retaliating
2 against an employee for engaging in conduct protected by the Labor Code or
3 exercising rights granted by the Labor Code.

4 78. Plaintiff alleges that Defendants never asked if Plaintiff was performing
5 outside consulting work.

6 79. Plaintiff further alleges that Defendants did not require Plaintiff to inform
7 the Defendants about any consulting work he intended to perform.

8 80. Plaintiff also alleges that Plaintiff engaged in outside consulting work
9 during nonworking hours and off work premises with an employer that was not
10 Defendants' competitor or directly related to the business in which the Defendants
11 was involved.

12 81. Plaintiff maintains that Defendants retaliated and wrongfully terminated
13 him in violation of California law, including but not limited to Labor Code §§ 96(k)
14 and 98.6.

15 82. Based on the foregoing, Plaintiffs seek the remedies set forth in this
16 Complaint.

17 **REPRESENTATIVE ACTION (i.e., PAGA) CLAIMS**

18 83. This is a representative action filed pursuant to PAGA, §§ 2698, 2699
19 that generally consists of the following group:

20 **All current or former employees who worked for the**
21 **Defendants in the state of California from June 27, 2024 to**
22 **the present.**

23 84. All members of the represented group are referred to as the "Aggrieved
24 Employees."

25 85. The "PAGA Period" means from **June 27, 2024** to the present.

26 86. California law provides that an employee may file an action against an
27 employer for penalties in connection with violations of the Labor Code and Wage
28 Orders provided the aggrieved employee file an action on behalf of him or herself and

1 similarly situated current and former employees.

2 87. At all material times, Defendants and DOES 1 through 50 were and/or
3 are Aggrieved Employees' employers or persons acting on behalf of Aggrieved
4 Employees' employer, within the meaning of California Labor Code § 558, and, as
5 such, are subject to penalties for each underpaid employee as set for in Labor Code §
6 558.

7 88. As set forth in further detail below, based on the analysis and
8 investigation of the Plaintiffs' claims, Plaintiffs' attorneys sent letters to the
9 California Labor and Workforce Development Agency (LWDA) and to Defendants
10 informing Defendants of their claims and intent to pursue litigation.

11 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

12 89. As to penalty claims under the PAGA, on **June 27, 2025, October 6,**
13 **2025, November 13, 2025, and February 10, 2026**, Plaintiffs, via counsel, sent
14 correspondence to the LWDA (via online filing) and Defendants via certified U.S.
15 Mail indicating that Plaintiffs intend to pursue the claims alleged in this Complaint.

16 90. The statutory waiting period for the above letters has expired and the
17 LWDA did not serve notice of its intent to assume jurisdiction over the applicable
18 penalty claims or provide notice as set forth in Labor Code § 2699.3(a)(2)(A) within
19 the statutory period.

20 91. Therefore, Plaintiffs have exhausted Plaintiffs' administrative remedies
21 to pursue claims and remedies as authorized by the PAGA.

22 92. The Causes of Action alleged herein are appropriately suited for a
23 representative action under the PAGA (Labor Code § 2698, *et seq.*) because:

- 24 a. This action involves allegations of violations of provisions
25 of the California Labor Code that provide for a civil penalty
26 to be assessed and collected by the LWDA or any
27 departments, divisions, commissions, boards, agencies, or
28 employees;

- b. Plaintiffs are “aggrieved employees” because Plaintiffs were employed by the alleged violator and had one or more of the Labor Code violations alleged on this Complaint committed against them; and
- c. Plaintiffs have satisfied the procedural requirements of Labor Code § 2699.3, as set forth above.

FIRST CAUSE OF ACTION

Individual and Representative Claim for Civil Penalties

Under California Labor Code §§ 2698, 2699, *et seq.* for

Failure to Pay Local/State Minimum/Regular Wages

**in Violation of California Labor Code §§ 200, 210, 216, 218, 218.5, 225.5, 227.3,
1194, 1197, 1811, 1198, and the applicable Industrial Welfare Commission
(IWC) Wage Order, and Where applicable the Local Min. Wage Ordinance
(Against all Defendants)**

93. Plaintiffs reallege and incorporate by reference the foregoing allegations, as though set forth herein.

94. Pursuant to Labor Code §§ 200, 210, 216, 218, 218.5, 225.5, 227.3, 1194, 1197, 1197.1, and 1198, it is unlawful for a California employer to suffer or permit an employee to work without paying wages for all hours worked, as required by the applicable IWC Wage Order.

95. During all times relevant, Defendants were required to pay Plaintiffs and other Aggrieved Employees their respective hourly rate for all hours worked and/or minimum wages per state law or applicable local law.

96. During all times relevant, at least one of the IWC Wage Orders applied to Plaintiffs' employment with Defendants.

97. Pursuant to the applicable Wage Order, “hours worked” include the time during which an employee is “suffered or permitted to work, whether or not required to do so.”

1 98. Under state and, where appropriate, local law, every employer must pay
2 each nonexempt employee minimum wages. (*See, e.g.*, Los Angeles County
3 Minimum Wage Ordinance; San Diego Minimum Wage Ordinance, etc.)

4 99. Plaintiffs seek to recover penalties pursuant to the PAGA from the
5 Defendants for violations of the foregoing laws during the proposed PAGA Period.

6 100. Labor Code § 1194 subdivision (a) permits an action to recover wages
7 because of the payment of a wage less than the minimum wage “applicable to the
8 employee” including attorneys’ fees, costs, and interest.

9 101. At all material times, Defendants were and/or are Aggrieved Employees’
10 employers or persons acting on behalf of Aggrieved Employees’ employer, within the
11 meaning of California Labor Code §§ 558 and 558.1, and, as such, are subject to civil
12 penalties for each underpaid employee as set for in Labor Code § 558.

13 102. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
14 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
15 period for the initial violation and two hundred (\$200.00) for each aggrieved
16 employee per pay period for each subsequent violation in which Defendants violated
17 the minimum wage and/or regular wage provisions of the Labor Code, including but
18 not limited to §§ 200, 210, 216, 218, 218.5, 227.3, 558, 1194, 1197, 1197.1, 1194.2,
19 1197, and 1198 the exact amount of the applicable penalty is all in an amount to be
20 shown according to proof at trial.

21 103. For the reasons alleged herein, Plaintiffs seek all available remedies
22 pursuant to the PAGA all in an amount to be shown according to proof at trial.

23 **SECOND CAUSE OF ACTION**

24 **Individual and Representative Claim for Civil Penalties**

25 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

26 **Failure to Pay State Overtime and/or Double-Time Compensation**

27 **in Violation of California Labor Code §§ 216, 218, 218.5, 225.5,**

28 **510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1811, 1815, 1198,**

1 **and the Applicable IWC Wage Order**

2 (Against all Defendants)

3 104. Plaintiffs reallege and incorporate by reference the foregoing
4 allegations as though set forth herein.

5 105. California law requires an employer to pay each employee for the actual
6 hours worked. *See* Cal. Labor Code §§ 200, 226.

7 106. During all times relevant, one or more of the IWC Wage Orders applied
8 to Plaintiffs' employment with Defendants.

9 107. Pursuant to § 2(K) of the applicable Wage Order(s), including Wage
10 Order 4, "hours worked" include the time during which an employee is "suffered or
11 permitted to work, whether or not required to do so."

12 108. Pursuant to Labor Code §§ 510, 1194, 1194.2, and § 3 of the applicable
13 Wage Order(s), for each hour (or fraction thereof) an employee works up to forty (40)
14 hours in a week and eight (8) hours in a day, the employer must pay the employee's
15 regular hourly wage. For each hour (or fraction thereof) an employee works over forty
16 (40) hours in a week or more than eight (8) hours in a workday the employer must
17 pay the rate of one and a half times the employee's regular hourly wage.

18 109. For each hour (or fraction thereof) an employee works more than twelve
19 (12) hours in one day or more than eight (8) hours a day on the seventh consecutive
20 day of work, the employer must compensate the employee at the rate of no less than
21 twice the regular rate of pay for that employee.

22 110. Plaintiffs seek to recover penalties pursuant to the PAGA from the
23 Defendants for violations of the foregoing overtime laws during the proposed PAGA
24 Period.

25 111. At all material times, Defendants were and/or are Aggrieved Employees'
26 employers or persons acting on behalf of Aggrieved Employees' employer, within the
27 meaning of California Labor Code §§ 558 and 558.1, and, as such, are subject to
28 penalties for each underpaid employee as set for in Labor Code § 558.

1 112. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
2 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
3 period for the initial violation and two hundred (\$200.00) for each aggrieved
4 employee per pay period for each subsequent violation in which Defendants violated
5 the overtime provisions of the Labor Code, including but not limited to §§ 510, 558
6 and 1194, the exact amount of the penalties sought is in an amount to be shown
7 according to proof at trial.

8 113. For the reasons alleged herein, Plaintiffs seek all available remedies
9 pursuant to the PAGA all in an amount to be shown according to proof at trial.

10 **THIRD CAUSE OF ACTION**

11 **Individual and Representative Claim for Civil Penalties**
12 **Under California Labor Code §§ 2698, 2699, *et seq.* for**
13 **Failure to Timely Pay Earned Wages in Violation of California**
14 **Labor Code §§ 201, 202, 203, 204, 204b,**
15 **218.5, 218.6, 256, 1198, and the applicable Wage Order**
16 **(Against all Defendants)**

17 114. Plaintiffs reallege and incorporate by reference the foregoing allegations
18 as though set forth herein.

19 115. Pursuant to Labor Code § 201, “If an employer discharges an employee,
20 the wages earned and unpaid at the time of discharge are due and payable
21 immediately.”

22 116. Pursuant to Labor Code § 202, “If an employee not having a written
23 contract for a definite period quits his or her employment, his or her wages shall
24 become due and payable not later than 72 hours thereafter, unless the employee has
25 given 72 hours previous notice of his or her intention to quit, in which case the
26 employee is entitled to his or her wages at the time of quitting.”

27 117. Labor Code § 203 provides, in pertinent part: “If an employer willfully
28 fails to pay, without abatement or reduction, ... any wages of an employee who is

1 discharged or who quits, the wages of the employee shall continue as a penalty from
2 the due date thereof at the same rate until paid or until an action therefore is
3 commenced; but the wages shall not continue for more than 30 days. ..."

4 118. Pursuant to Labor Code § 204, "all wages ... earned by any person in
5 any employment are due and payable twice during each calendar month, on days
6 designated in advance by the employer as the regular paydays."

7 119. Pursuant to Labor Code § 204b, "Labor performed by a weekly-paid
8 employee during any calendar week and prior to or on the regular payday shall be
9 paid for not later than the regular payday of the employer for such weekly-paid
10 employee falling during the following calendar week."

11 120. Defendants did not properly pay Plaintiff and potentially other
12 Aggrieved Employees pursuant to the requirements of Labor Code §§ 201, 202, 204
13 and/or 204b and thereby Plaintiffs seek the remedies sought in this Complaint.

14 121. At all material times, Defendants and DOES 1 through 50 were and/or
15 are Aggrieved Employees' employers or persons acting on behalf of Aggrieved
16 Employees' employer, within the meaning of California Labor Code § 558, and, as
17 such, are subject to penalties for each underpaid employee as set for in Labor Code §
18 558.

19 122. Plaintiffs seek to recover penalties pursuant to the PAGA from the
20 Defendants for any violations of the foregoing Labor laws during the proposed PAGA
21 Period.

22 123. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
23 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
24 period for the initial violation and two hundred (\$200.00) for each aggrieved
25 employee per pay period for each subsequent violation in which Defendants violated
26 Labor Code §§ 201, 202, 203, 204, 204b, and 256.

27 124. For the reasons alleged herein, Plaintiffs seek all available remedies
28 pursuant to the PAGA all in an amount to be shown according to proof at trial.

1 **FOURTH CAUSE OF ACTION**

2 **Individual and Representative Claim for Civil Penalties**

3 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

4 **Failure to Comply with the Meal and Rest Break Requirements Under Labor**
5 **Code §§ 226.7, 512, 1198, and the applicable IWC Wage Order**

6 (Against all Defendants)

7 125. Plaintiffs reallege and incorporate by reference the foregoing allegations
8 as though set forth herein.

9 126. Based on the misconduct alleged in this Complaint, Defendants failed to
10 provide Plaintiffs, and Aggrieved Employees, legally-compliant meal and rest periods
11 during their employment by said Defendants.

12 127. Based on the misconduct alleged in this Complaint, Defendants also
13 failed to pay Plaintiffs and Aggrieved Employees premium pay for all their missed
14 meal and rest breaks and failed to comply with Labor Code §§ 226.7, 512, and 1198.

15 128. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
16 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
17 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
18 pay period for each subsequent violation in which all culpable Defendants violated
19 Cal. Labor Code §§ 226.7 and 512, the exact amount of the applicable penalty is all in
20 an amount to be shown according to proof at trial.

21 129. For the reasons alleged herein, Plaintiffs seek all available remedies
22 pursuant to the PAGA all in an amount to be shown according to proof at trial.

23 **FIFTH CAUSE OF ACTION**

24 **Individual and Representative Claim for Civil Penalties**

25 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

26 **Violations of California Labor Code §§ 226, 226.3, 226.6, 1198,**
27 **and the applicable IWC Wage Order**

28 (Against all Defendants)

1 130. Plaintiffs reallege and incorporate by reference the foregoing allegations
2 as though set forth herein.

3 131. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in
4 pertinent part, that every employer shall, “semimonthly or at the time of each
5 payment of wages, shall furnish to his or her employees, either as a detachable part of
6 the check, draft, or voucher paying the employee's wages, or separately if wages are
7 paid by personal check or cash, an accurate itemized statement in writing showing (1)
8 gross wages earned, (2) total hours worked by the employee. . . (3) the number of
9 piece-rate units earned and any applicable piece rate if the employee is paid on a
10 piece-rate basis, (4) all deductions, provided that all deductions made on written
11 orders of the employee may be aggregated and shown as one item, (5) net wages
12 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
13 name of the employee and only the last four digits of his or her social security
14 number..., (8) the name and address of the legal entity that is the employer. . . , and
15 (9) all applicable hourly rates in effect during the pay period and the corresponding
16 number of hours worked at each hourly rate by the employee and, beginning July 1,
17 2013, if the employer is a temporary services employer as defined in Section 201.3,
18 the rate of pay and the total hours worked for each temporary services assignment. . .”
19 (Labor Code § 226 subdivision (a).)

20 132. Plaintiffs seek to recover penalties pursuant to the PAGA from the
21 Defendants for any violations of Labor Code §§ 226, 226.3, 226.6, and 1198 during
22 the proposed PAGA Period.

23 133. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
24 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
25 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
26 pay period for each subsequent violation in which all culpable Defendants violated
27 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
28 of the applicable penalty is all in an amount to be shown according to proof at trial.

134. For the reasons alleged herein, Plaintiffs seek all available remedies pursuant to the PAGA all in an amount to be shown according to proof at trial.

SIXTH CAUSE OF ACTION

Individual and Representative Claim for Civil Penalties

For Failure to Maintain Required Records in Violation of California

Labor Code §§ 1174 and the Applicable Wage Order and/or § 1198

(Against All Defendants)

135. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

136. Section 7 of the typical Wage Order requires every employer to maintain time and payroll records.

137. Plaintiffs seek to recover penalties pursuant to the PAGA from the Defendants for any violations of Labor Code § 1174 for failing to maintain certain records which employers are required to maintain, including but not limited to, an accurate record indicating the number hours worked by the Plaintiffs.

138. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

139. For the reasons alleged herein, Plaintiffs seek all available remedies pursuant to the PAGA all in an amount to be shown according to proof at trial.

SEVENTH CAUSE OF ACTION

Individual and Representative Claim for Civil Penalties

Under California Labor Code §§ 2698, 2699, *et seq.* for

**Failure to Failure to Indemnify/Reimburse Business Expenses in Violation of
California Labor Code §§ 2802, 1198, and the Applicable Wage Order**

(Against all Defendants)

140. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

141. California Labor Code § 2802 requires employers to indemnify their employees for expenses and losses incurred while discharging their duties or obedience to the directions of their employer.

142. California Labor Code § 2804 prohibits waiver of this statutory right.

143. Plaintiffs seek to recover penalties pursuant to the PAGA from the Defendants for any violations of Labor Code § 2802 for failing to reimburse employees for work-related expenses.

144. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

145. For the reasons alleged herein, Plaintiffs seek all available remedies pursuant to the PAGA all in an amount to be shown according to proof at trial.

EIGHTH CAUSE OF ACTION

Individual and Representative Claim for Civil Penalties Under California Labor Code §§ 2698, 2699, *et seq.* for Violations of California Labor Code §§ 226, 432, 1198.5, and Wage Order 4 via Labor Code § 1198

(Against all Defendants)

146. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

147. California courts generally agree that current and former employees have broad statutory access to their personnel file and payroll records. Lab. Code §§ 432, 226, 1198.5, Wage Ord. 4, § 7; *Harper v. Charter Communs., LLC*, 2021 U.S. Dist.

1 LEXIS 28747, *61-62 (E.D. Cal. 2021) (court observed “the case law indicates that §
2 1198.5 “intends a broad definition of ‘personnel file’”); *Wellpoint Health Networks,*
3 *Inc. v. Superior Court*, 59 Cal. App. 4th 110, 124 (1997) (“[Section 1198.5] intends a
4 broad definition of ‘personnel file’ to preclude employers from assigning documents to
5 files having some other name, and then refusing access to the documents on the
6 ground that they are not contained in the ‘personnel file.’”).

7 148. California Labor Code § 226, subdivision (b), requires employers doing
8 business in the State of California to “afford current and former employees the right
9 to inspect or copy records pertaining to their employment, upon a reasonable request
10 to the employer...” and subdivision (c), requires employers to produce such records
11 within “21 calendar days from the date of the request.”

12 149. California Labor Code § 432, subdivision (b), requires employers doing
13 business in the State of California to provide current, former employees, and
14 applicants copies of all written instruments they sign upon request.

15 150. California Labor Code § 1198.5, *et seq.*, similarly provides current and
16 former employees the right to inspect their employee personnel records and requires
17 the employer to provide the employee access to such records no later than 30 calendar
18 days from the date the employer receives a written request.

19 151. As it pertains to “records,” § 7 of Wage Order 4 provides:

20 (A) Every employer shall keep accurate information with
21 respect to each employee including the following:

22 (1) Full name, home address, occupation and social
security number.

23 (2) Birth date, if under 18 years, and designation as a
24 minor.

25 (3) Time records showing when the employee begins and
26 ends each work period. Meal periods, split shift intervals and
27 total daily hours worked shall also be recorded. Meal periods
28 during which operations cease and authorized rest periods need
not be recorded.

1 (4) Total wages paid each payroll period, including value
2 of board, lodging, or other compensation actually furnished to
3 the employee.

4 (5) Total hours worked in the payroll period and
5 applicable rates of pay. **This information shall be made
6 readily available to the employee upon reasonable request.**

7 Wage Order 4, § 7 (emphasis added).

8 152. On or about May 21, 2025, the named Plaintiff, via counsel, sent a letter
9 to Defendants requesting to obtain access to the named Plaintiff's payroll records and
10 employee personnel file.

11 153. On or about June 10, 2025, Defendants provided some of the requested
12 records, but not all required by statute.

13 154. On or about June 25, 2025, the named Plaintiff, via counsel, sent a
14 second letter to Defendants requesting to obtain access to the named Plaintiff's
15 payroll records and employee personnel file.

16 155. On or about June 30, 2025, Defendants provided additional records, but
17 not all required by statute.

18 156. To date, Defendants have failed to produce the complete portions of the
19 named Plaintiff's personnel file including but not limited to the named Plaintiff's time
20 records, Defendants' employee handbooks and written reimbursement policy.

21 157. Plaintiffs seek penalties for Defendants' conduct as alleged herein as
22 permitted by law all in an amount to be shown according to proof at trial.

23 **NINTH CAUSE OF ACTION**

24 **Representative Claim for Civil Penalties Under the PAGA for**

25 **Violations of Labor Code §§ 245-247.5 and**

26 **Municipal Paid Sick Leave Ordinances**

27 (Against all Defendants)

28 158. Plaintiffs reallege and incorporate by reference the foregoing allegations
as though set forth herein.

1 159. Under Labor Code §§ 245-247.5, and in some jurisdictions local law,
2 employers in California must provide employees with paid sick leave to be paid at a
3 specified rate of pay which must factor in additional earnings during a given pay
4 period wherein such leave is used. *Wood v. Kaiser Foundation Hospitals*, 88 Cal.
5 App. 5th 742 (2023).

6 160. Under Labor Code § 247.5, “An employer shall keep for at least three
7 years records documenting the hours worked and paid sick days accrued and used by
8 an employee, and shall allow the Labor Commissioner to access these records
9 pursuant to the requirements set forth in Section 1174.”

10 161. Further, Labor Code § 247.5, subdivision (a), requires employers doing
11 business in the State of California to make sick pay records “available to an employee
12 in the same manner as described in Section 226.”

13 162. Defendants did not comply with sick leave laws.

14 163. Defendants, for example, failed to provide paid sick leave in compliance
15 with California law.

16 164. Further, Defendants failed to “keep ... records documenting the hours
17 worked and paid sick days accrued and used by ...” the Claimant in violation of
18 Labor Code § 247.5.

19 165. Alternatively, Defendants failed to make sick pay records available to
20 the Claimant in violation of Labor Code § 247.5.

21 166. The PAGA imposes upon Defendants, and each of them, civil penalties
22 for violating Labor Code §§ 245-247.5.

23 167. Civil penalties under the PAGA are equitable in nature. *Nationwide*
24 *Biweekly Admin., Inc. v. Superior Ct. of Alameda Cty.*, 9 Cal. 5th 279 (2020).

25 168. At all material times, Defendants were and/or are employers or persons
26 acting on behalf of the Aggrieved Employees’ employer, within the meaning of
27 California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a
28 section of Part 2, Chapter 1 of the California Labor Code or any provision regulating

1 hours and days of work in any Order of the Industrial Welfare Commission and, as
2 such, are subject to penalties for each underpaid employee as set for in Labor Code §
3 558.

4 169. Labor Code § 2699(f) imposes upon Defendants, and each of them, civil
5 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for
6 initial violations, and two hundred dollars (\$200) per pay period, per aggrieved
7 employee for subsequent violations for all Labor Code provisions for which a civil
8 penalty is not specifically provided.

9 170. Pursuant to the PAGA, Labor Code § 2699(f), and/or any other
10 applicable statute, Plaintiffs are seeking civil penalties against Defendants in an
11 amount to be shown according to proof.

12 171. Pursuant to Labor Code § 248.5, if applicable herein, Plaintiffs seek to
13 recover attorneys' fees, costs, equitable relief in the form of civil penalties, in an
14 amount to be shown according to proof.

15 172. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the
16 State of California and Aggrieved Employees seek to recover from Defendants, and
17 each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be
18 determined at trial.

19 **TENTH CAUSE OF ACTION**

20 **Individual and Representative Claim via Labor Code § 2698, *et seq.* for**
21 **Wrongful Termination, Retaliation, and Discrimination in Violation of Labor**
22 **Code §§ 96, 98.6, and 1102.5, *et seq.* and state law**

23 173. Plaintiffs reallege and incorporate by reference the foregoing allegations
24 as though set forth herein.

25 174. Labor Code § 1102.5, subdivision (a), prohibits employers from making,
26 adopting, or enforcing any rule, regulation or policy that prevents employees from
27 disclosing information governmental agencies where the employee has reasonable
28 cause to believe that the information discloses a violation of state or federal law, or a

1 violation or noncompliance with a state or federal rule or regulation.

2 175. Labor Code § 1102.5, subdivision (c), prohibits employers from
3 retaliating against an employee for the employee's refusal to participate in an activity
4 that would result in a violation of state or federal statute, or a violation or
5 noncompliance with a state or federal rule or regulation or for reporting such
6 violations to his or her employer.

7 176. As alleged above, Defendants violated Labor Code §§ 96, 98.6, and
8 1102.5, subdivisions (a), (c), and (d) because Defendants retaliated against the named
9 Plaintiff because, among other reasons, he engaged in protected activity.

10 177. As alleged above, Defendants violated the Labor Code and various state
11 laws, including but not limited to the common law rules governing wrongful
12 termination, discrimination, and harassment, defamation, intentional infliction of
13 emotional distress, among other things.

14 178. Defendants' acts were either intentional, reckless, or negligent.

15 179. As a proximate result of Defendants' actions, the named Plaintiff has
16 suffered and continues to suffer damages in an amount according to proof.

17 180. As a proximate result of Defendants' actions, the named Plaintiff on
18 behalf of himself and similarly situated employees and former employees, seeks all
19 remedies available to them as provided under the PAGA.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- 22 1. For all remedies available to Plaintiffs under the applicable Industrial
23 Welfare Commission Order and the Labor Code via § 2698, *et seq.* including
24 but not limited to the recovery of civil penalties to the named Plaintiff and the
25 Aggrieved Employees in an amount to be determined at trial;
- 26 2. For injunctive relief pursuant to Labor Code §§ 2698, *et seq.* and the Court's
27 equitable powers, including but not limited to orders compelling Defendants
28 to comply with all applicable wage, hour, and record-keeping laws; to issue

1 accurate wage statements; to pay all wages and accrued PTO timely upon
2 termination; to reimburse all business expenses; to maintain and produce
3 complete employment records; and to cease any acts of retaliation or
4 misclassification prohibited by the Labor Code;

5 3. That Plaintiff and/or Aggrieved Employees be awarded reasonable
6 attorneys' fees, costs, interest, where available by law, including but not
7 limited to pursuant to Labor Code §§ 2698, *et seq.*, Code of Civil Procedure §
8 1021.5, and/or other applicable laws; and

9 4. For such other and further relief as this Court may deem proper and just.

10 Dated: April 13, 2026

Law Office of Thomas D. Rutledge

11
12 By: /s/Thomas D. Rutledge

13 Thomas D. Rutledge

14 Attorney for Plaintiffs
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Exhibit 1

ServiceNow, Inc.
2225 Lawson Lane
Santa Clara, CA 95054

Earnings Statement

Period Beginning: 03/01/2025
Period Ending: 03/15/2025
Pay Date: 03/14/2025

Filing Status: Married Filing Jointly or Qualifying Widower

TOBIAS BURRIER
8700 DALLAS ST.
LA MESA, CA 91942

Employee ID: 31794

Earnings	Rate	Hours	This Period	Year to Date
Regular	8,749.5000	86.67	8,749.50	
Ltd		0.00	10.97	
Gross Pay		\$	8,760.47	99,485.74

Deductions	Statutory		
	Federal Income Tax	933.71 -	19,208.10 -
	Social Security Tax	515.64 -	6,030.54 -
	Medicare Tax	120.59 -	1,410.37 -
	CA State Income Tax	365.92 -	7,842.94 -
	Other		
	Medical	186.50 -	
	Dental	21.50 -	
	Hsa Ee Ded	250.00 -	
	HSA DD	250.00 -	
	401k	874.95 -	
	Ltd	10.97 -	
	Vision	7.00 -	
	Hsa Offset	-250.00 -	
	CA Vol Plan DI	85.45 -	
	Checking 1	5,388.24 -	
	Net Pay	\$	0.00

Important Notes

Other Benefits and Information	This Period	Year to Date
401K MATCH	262.49	
401K WAGE ELIG	8,749.50	
GTL	21.20	

ServiceNow, Inc.
2225 Lawson Lane
Santa Clara, CA 95054

Payroll check Number: 0000124388
Period Beginning: 03/01/2025
Period Ending: 03/15/2025
Pay Date: 03/14/2025
Employee ID: 31794

Pay to the order of	TOBIAS BURRIER	
This Amount:	ZERO AND 00/100 DOLLARS	\$ 0.00

THIS IS NOT A CHECK

NON-NEGOTIABLE

Exhibit 2

CO.	FILE	DEPT.	CLOCK	CHK. NO.
SER	031794	006614		0000148469

ServiceNow, Inc.
2225 Lawson Lane
Santa Clara, CA 95054

Earnings Statement

Period Beginning: 03/16/2025
Period Ending: 03/31/2025
Pay Date: 03/31/2025

Filing Status: Married Filing Jointly or Qualifying Widower

TOBIAS BURRIER
8700 DALLAS ST.
LA MESA, CA 91942

Employee ID: 31794

Earnings	Rate	Hours	This Period	Year to Date
Regular	8,749.5000	86.67	8,749.50	
Ltd		0.00	10.97	
Gross Pay		\$	8,760.47	108,246.21

Deductions	Statutory		
	Federal Income Tax	933.71 -	20,141.81 -
	Social Security Tax	515.66 -	6,546.20 -
	Medicare Tax	120.60 -	1,530.97 -
	CA State Income Tax	365.92 -	8,208.86 -
Other			
	Medical	186.50 -	
	Dental	21.50 -	
	Hsa Ee Ded	250.00 -	
	HSA DD	250.00 -	
	401k	874.95 -	
	Ltd	10.97 -	
	Vision	7.00 -	
	Hsa Offset	-250.00 -	
	CA Vol Plan DI	85.45 -	
	Checking 1	5,388.21 -	
Net Pay		\$	0.00

Important Notes

Other Benefits and Information	This Period	Year to Date
401K MATCH	262.49	
401K WAGE ELIG	8,749.50	
GTL	21.65	

ServiceNow, Inc.
2225 Lawson Lane
Santa Clara, CA 95054

Payroll check Number: 0000148469
Period Beginning: 03/16/2025
Period Ending: 03/31/2025
Pay Date: 03/31/2025
Employee ID: 31794

Pay to the order of	TOBIAS BURRIER
This Amount:	ZERO AND 00/100 DOLLARS
	\$ 0.00

THIS IS NOT A CHECK

NON-NEGOTIABLE

Exhibit 3

ServiceNow, Inc.
2225 Lawson Lane
Santa Clara, CA 95054

Filing Status: Married Filing Jointly or Qualifying Widower

Employee ID: 31794

Earnings	Rate	Hours	This Period	Year to Date
Regular	8,749.5000	86.67	8,749.50	
Ltd		0.00	10.97	
Gross Pay		\$	8,760.47	117,006.68

Deductions	Statutory		
	Federal Income Tax	933.71 -	21,075.52 -
	Social Security Tax	515.66 -	7,061.86 -
	Medicare Tax	120.59 -	1,651.56 -
	CA State Income Tax	365.92 -	8,574.78 -
	Other		
	Medical	186.50 -	
	Dental	21.50 -	
	Hsa Ee Ded	250.00 -	
	HSA DD	250.00 -	
	401k	874.95 -	
	Ltd	10.97 -	
	Vision	7.00 -	
	Hsa Offset	-250.00 -	
	CA Vol Plan DI	85.45 -	
	Checking 1	5,388.22 -	
Net Pay		\$	0.00

Earnings Statement

Period Beginning: 04/01/2025
Period Ending: 04/15/2025
Pay Date: 04/15/2025

TOBIAS BURRIER
8700 DALLAS ST.
LA MESA, CA 91942

Important Notes	
Other Benefits and Information	This Period Year to Date
401K MATCH	262.49
401K WAGE ELIG	8,749.50
GTL	21.65

ServiceNow, Inc.
2225 Lawson Lane
Santa Clara, CA 95054

Payroll check Number: 0000168542
Period Beginning: 04/01/2025
Period Ending: 04/15/2025
Pay Date: 04/15/2025
Employee ID: 31794

Pay to the order of	TOBIAS BURRIER
This Amount:	ZERO AND 00/100 DOLLARS
	\$ 0.00

THIS IS NOT A CHECK

NON-NEGOTIABLE

Exhibit 4

Earnings Statement

Period Beginning: 04/16/2025
Period Ending: 04/30/2025
Pay Date: 04/30/2025

TOBIAS BURRIER
8700 DALLAS ST.
LA MESA, CA 91942

Important Notes

Deductions	Statutory		
	Federal Income Tax	933.71 -	22,009.23 -
	Social Security Tax	515.66 -	7,577.52 -
	Medicare Tax	120.60 -	1,772.16 -
	CA State Income Tax	365.92 -	8,940.70 -
	Other		
	Medical	186.50 -	
	Dental	21.50 -	
	Hsa Ee Ded	250.00 -	
	HSA DD	250.00 -	
	401k	874.95 -	
	Ltd	10.97 -	
	Vision	7.00 -	
	Hsa Offset	-250.00 -	
	CA Vol Plan DI	85.45 -	
	Checking 1	5,388.21 -	
	Net Pay	\$	0.00

Other Benefits and Information	This Period	Year to Date
401K MATCH	262.49	
401K WAGE ELIG	8,749.50	
GTL	21.65	

Payroll check Number: 0000194634
Period Beginning: 04/16/2025
Period Ending: 04/30/2025
Pay Date: 04/30/2025
Employee ID: 31794

TOBIAS BURRIER

\$ 0.00

NON-NEGOTIABLE

Exhibit 5

CO.	FILE	DEPT.	CLOCK	CHK. NO.
SER	031794	006614		0000000000

ServiceNow,Inc.
2225 Lawson Lane
Santa Clara, CA 95054

Earnings Statement

Period Beginning: 05/01/2025
Period Ending: 05/09/2025
Pay Date: 05/09/2025

Filing Status: Married Filing Jointly or Qualifying Widower

Employee ID: 31794

Earnings	Rate	Hours	This Period	Year to Date
Rsu		0.00	4,916.45	
	Gross Pay	\$	4,916.45	130,683.60
Deductions	Statutory			
	Federal Income Tax		2,021.65 -	24,030.88 -
	Social Security Tax		304.82 -	7,882.34 -
	Medicare Tax		71.29 -	1,843.45 -
	CA State Income Tax		502.95 -	9,443.65 -
	Other			
	Rsu - Offset		1,966.58 -	
	CA Vol Plan DI		49.16 -	
	Net Pay	\$	0.00	

TOBIAS BURRIER
8700 DALLAS ST.
LA MESA, CA 91942

Important Notes

Other Benefits and Information	This Period	Year to Date
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ServiceNow,Inc.
2225 Lawson Lane
Santa Clara, CA 95054

Payroll check Number: 0000000000
Period Beginning: 05/01/2025
Period Ending: 05/09/2025
Pay Date: 05/09/2025
Employee ID: 31794

Pay to the order of	TOBIAS BURRIER
This Amount:	ZERO AND 00/100 DOLLARS
	\$ 0.00

NON-NEGOTIABLE

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I, THOMAS D. RUTLEDGE, the undersigned, am employed in the County of San Diego, State of California; I am over the age of 18 and not a party to the within action; my business address is 16956 Via de Santa Fe, Suite 1847, Rancho Santa Fe, California 92091-4606.

FIRST AMENDED COMPLAINT

☒ **(BY EMAIL)** I am readily familiar with the business practice for collection and processing of email correspondence. This correspondence was sent via email.

☐ (BY OVERNIGHT DELIVERY SERVICE) I served the foregoing document by Federal Express, an express service carrier which provides overnight delivery, as follows. I placed true copies of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed to each interested party as set forth above, with fees for overnight delivery paid or provided for.

☐ (BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the offices of the above named addressee(s).

☐ (BY FACSIMILE) I caused such documents to be delivered via facsimile to the offices of the addressee(s) at the following facsimile number:

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

/s/THOMAS D. RUTLEDGE
THOMAS D. RUTLEDGE

SERVICE LIST

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