

Nina Montoya (State Bar No. 237419)
Joe Bautista (State Bar No. 255708)
Shannon Seibert (State Bar No. 240317)
SEIBERT • BAUTISTA • MONTOYA
2100 Embarcadero, Suite 203
Oakland, California 4606
Telephone: 510.679.1981
Facsimile: 510.679.1882

Attorneys for Plaintiff Mackenzie Norton

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

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CGC-26-637368

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN THE COUNTY OF SAN FRANCISCO

MACKENZIE NORTON,

Plaintiff,

vs.

Defendants AXISPOINT, INC, a New York
Corporation; RYTEBOX, LLC, a Delaware
Limited Liability Corporation; EDWARD
CARAVALHO, an individual; SCOTT T.
POWELL an individual, DAN DISANO, an
individual; and DOES 1 through 10 inclusive,

Defendants.

CASE NO.:

COMPLAINT FOR:

- (1) Failure to Pay Minimum Wages**
- (2) Failure to Provide Accurate Wage Statements**
- (3) Failure to Reimburse**
- (4) Secret Payment of Wages Below Scale**
- (5) Wrongful Collection and Receipt of Wages**
- (6) Failure to Provide Wage Records**
- (7) Failure to Provide Personnel Records**
- (8) Retaliation – Labor Code §98.6**
- (9) Retaliation – Labor Code §1102.5**
- (10) Private Attorneys General Act (Corporate Defendants)**
- (11) Private Attorneys General Act (Individual Defendants)**
- (12) Unfair Competition**

(JURY TRIAL DEMANDED)

1 Plaintiff MACKENZIE NORTON complains against Defendants and each of them, demands
2 a trial by jury of all issues and for all causes of action for which he is entitled, and hereby alleges as
3 follows:

4 INTRODUCTION

5 1. This is an action for violations of California's laws prohibiting violations of
6 California's Labor Code and violations of California laws prohibiting unfair and unethical business
7 practices.

8 2. This is also a representative action for recovery of penalties under the Private Attorneys
9 General Act of 2004 ("PAGA"), Cal. Lab. Code §§ 2698 *et seq.* PAGA permits aggrieved employees
10 to bring a lawsuit as a representative action on behalf of themselves and all other current and former
11 aggrieved employees, to recover civil penalties and address an employer's violations of the California
12 Labor Code.

13 3. Plaintiff brings this suit on behalf of himself and any and all persons who currently and
14 formerly worked for Defendants during the relevant time period to recover civil penalties and address
15 the employer's violations of the California Labor Code.

16 4. Defendants AXISPOINT, INC, RYTEBOX, LLC, and DOES 1 through 5, inclusive,
17 ("Corporate Defendants") committed numerous violations of the Labor Code and other California
18 laws, including: (1) failure to pay the minimum wage (Lab. Code §§ 558, 558.1, 1194, 1194.2, 1197,
19 1197.1; Wage Order 4-2001); (2) failure to provide Plaintiff accurate itemized wage statements (Lab.
20 Code § 226); (3) failure to reimburse Plaintiff for all necessary expenditures (Lab. Code § 2802); (4)
21 wrongful collection and receipt of wages previously paid to Plaintiff (Lab. Code § 221); (5) secret
22 underpayment of wages to Plaintiff (Lab. Code § 223); (6) Failed to provide wage records (Lab. Code
23 § 226); (7) failure to provide personnel records (Lab. Code § 1198.5); (8) retaliation for exercising
24 rights under the California Labor Code (Lab. Code § 98.6); (9) retaliation for disclosing information
25 about conduct he believed to be illegal (Lab. Code § 1102.5); (10) civil penalties under California's
26 Private Attorneys General Act (Lab. Code § 2698, *et seq.*); and (11) engagement in unfair business
27

practices by committing the violations described herein and by profiting from such illegal activities (Bus. & Prof. Code § 17200, *et seq.*).

5. Defendants CARAVALHO, POWEL, DISANO, and DOES 6 through 10 (“Individual Defendants”), as owners, directors, officers, or managing agents of Defendants AXISPOINT, INC. and RYTEBOX, LLC, are jointly and severally liable for: (1) failure to pay the minimum wage (Lab. Code §§ 558, 558.1, 1194, 1194.2, 1197, 1197.1; Wage Order 4-2001); (2) failure to provide Plaintiff accurate itemized wage statements (Lab. Code § 226); (3) failure to reimburse Plaintiff for all necessary expenditures (Lab. Code § 2802); and (4) for civil penalties under California’s Private Attorneys General Act (Lab. Code § 2698, *et seq.*)

6. Through this action, Plaintiff seeks compensatory and liquidated damages, statutory and civil penalties, pre- and post-judgment interest, declaratory and injunctive relief, and costs and attorneys’ fees, as described below.

PARTIES

7. Plaintiff MACKENZIE NORTON (“Plaintiff” or “NORTON”) was at times relevant hereto a California resident working in the City and County of San Francisco and employed as a Marketing Manager by AXISPOINT, INC., RYTEBOX, LLC, and DOES 1 through 5 (“Corporate Defendants”).

8. Defendant AXISPOINT, INC. (“AXISPOINT”) is a New York Corporation that employs California residents and conducts business within California. AXISPOINT regularly employs five (5) or more persons and is an employer within the meaning of Government Code §12926.

9. Defendant RYTEBOX, LLC (“RYTEBOX”) is a Delaware Corporation employs California residents, conducts business within California and maintains offices in San Francisco, California and Los Angeles, California. RYTEBOX regularly employs five (5) or more persons and is an employer within the meaning of Government Code §12926.

10. At all times relevant to this action, Defendants AXISPOINT and RYTEBOX were joint employers of Plaintiff. Defendant AXISPOINT was Plaintiff’s direct or general employer, and

1 Defendant RYTEBOX was Plaintiff's indirect or special employer. Defendant RYTEBOX had and
2 exercised significant control over Plaintiff in the performance of his duties, including dictating the
3 results of his work and the means by which the results were to be accomplished, and directly impacted
4 Plaintiff's access to employment opportunities by influencing and/or dictating decisions regarding
5 Plaintiff's discipline, promotion, transfer, and/or termination.

6
7 11. Defendant EDWARD CARAVALHO ("CARAVALHO") is the Chief Financial
8 Officer of AXISPOINT, and a person acting on behalf of an employer within the meaning of Labor
9 Code § 558 and 558.1. CARAVALHO is a resident of New York and engaged in the conduct
10 described herein in the city and county of San Francisco, California.

11
12 12. Defendant DANIEL DISANO ("DISANO") the President and Chief Executive Officer
13 of AXISPOINT, and an employer within the meaning of Labor Code §§ 558 and 558.1. DISANO is a
14 resident of New York engaged in the conduct described herein in the city and county of San Francisco,
California.

15
16 13. Defendant SCOTT T. POWELL ("POWEL") is the Chief Operating Officer of
17 AXISPOINT, President of RYTEBOX, and an employer within the meaning of Labor Code §§ 558
18 and 558.1. POWELL is a resident of New York and engaged in the conduct described herein in the
city and county of San Francisco, California.

19
20 14. Plaintiff is unaware of the identity of those defendants sued as DOES 1 through 10,
21 inclusive, and they are therefore sued under those fictitious names. Plaintiff is informed and believes,
22 and thereon alleges, that he is entitled to the relief requested in this complaint from these Doe
23 defendants and will seek leave of this Court to amend this complaint to reflect these defendants' true
names and identities when ascertained.

24
25 15. Plaintiff is informed and believes and thereon alleges that each of the defendants named
26 herein (collectively, "Defendants") was the agent, employee or representative of each of the remaining
27 defendants and in doing the things mentioned herein, was acting in the course and scope of such
28 agency and/or employment. Plaintiff further alleges that in doing the acts or omissions complained of

herein, Defendants, and each of them, acted or omitted to act in concert as agents of and/or on behalf of the other defendants named herein and are jointly and severally liable for the harm caused to Plaintiff.

16. In this Complaint, the term “Corporate Defendants” refers to Defendants AXISPOINT, INC., RYTEBOX, LLC, and DOES 1 through 5; the terms “Individual Defendants” refers to Defendants CARVALHO, POWELL, DISANO and DOES 6 – 10; the term “Defendants” refers to both all Defendants named in this action.

JURISDICTION & VENUE

17. This Court has personal jurisdiction over Defendants, and each of them, pursuant to Article 6, § 10 of the California Constitution. The amount in controversy in this action exceeds the minimal jurisdictional dollar amount for this Court of unlimited jurisdiction.

18. Jurisdiction is proper before the Superior Court of California because Plaintiff and some Defendants are citizens, reside and/or maintain offices, and in California, and the principal injuries caused by Defendants’ conduct were all in California.

19. Venue is proper in this Court pursuant to Code Civ. Proc. § 395 because Defendants’ conduct and conducted substantial business, employed Plaintiff, and committed the acts and omissions alleged herein in the City and County of San Francisco.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

20. This action is timely because Plaintiff suffered from numerous violations of the California Labor Code within one year of the date on which a PAGA notice was sent to the California Labor and Workforce Defense Agency (LWDA) via online submission. More than 65 days have passed, and no response has been received by the LWDA.

INCORPORATION OF ALLEGATIONS

21. All of the allegations in this complaint are hereby incorporated into each cause of action to the extent necessary or useful to clarify and complete each stated cause of action, to avoid repetition and redundancy.

FACTUAL ALLEGATIONS

22. AXISPOINT is a technological design and development company. It describes itself as “[a] leading nimble tech services company with global reach and a long history of delivering innovating (*sic*) solutions to a wide variety of clients and industries.”

23. In 2019, AXISPOINT announced an expansion with the launch of RYTEBOX, a music rights management and royalty processing cloud platform for the purpose of addressing “the significant increase in rights management, payment processing complexity and data volume due to exponential growth in streaming music and media content.”

24. Upon its launch of RYTEBOX, and continuing to the present, RYTEBOX employees performed work for both AXISPOINT and RYTEBOX.

25. Upon its launch of RYTEBOX, and continuing to the present, AXISPOINT was listed as the employer on all employee paystubs. However, RYTEBOX would dictate aspects of how employee work was accomplished and results achieved. Furthermore, RYTEBOX directly made decisions regarding employee discipline, promotion, transfer, and/or termination.

26. On August 23, 2021, Corporate Defendants hired Plaintiff as a non-exempt employee with the job title of “Product Owner.” Plaintiff’s job title was later changed to “Product Consultant” and finally to “Product Marketing Manager,” the title he presently holds.

27. Plaintiff was hired at a wage of \$88,000.00 per year to paid “semi-monthly in accordance with our normal payroll practices.” However, as more fully described below, as a result of Defendants’ failure to pay wages, secret underpayment payment of wages, and wrongful collection and receipt of wages, Plaintiff was paid less than a salary equivalent of twice the minimum wage for full-time employment.

28. Corporate Defendants directed that Plaintiff perform his position remotely, which he continues to do to the present day.

29. Although Corporate Defendants required Plaintiff to set up, maintain, and work from a home office, Corporate Defendants did not reimburse Plaintiff for all costs associated with the set up and maintenance of a home office for the performance of work for Corporate Defendants, including but not limited to internet, phone, electricity, his office desk, and office supplies.

1 30. Upon information and belief, Individual Defendants, individually and collectively,
2 exercised discretionary authority and made decisions regarding the determination and implementation
3 of Corporate Defendants' policy with respect to the reimbursement of all necessary expenditures or
4 losses incurred by Corporate Defendants' employees in direct consequence of the discharge of their
5 work duties.

6 31. On October 30, 2023, CARAVALHO emailed the employees of Corporate Defendants,
7 including Plaintiff, that payroll would be late for that pay period for all employees.

8 32. The October 2023 announcement by CARAVALHO began a pattern that continues to
9 the present, whereby Corporate Defendants regularly fail to pay employees their wages on time.

10 33. In November of 2023, Corporate Defendants again failed to pay wages owed to their
11 employees, including Plaintiff, on time, and fell further behind in payments of wages due to their
12 employees.

13 34. On November 29, 2023, CARAVALHO emailed employees, including Plaintiff, to
14 notify them that payroll would continue to be untimely because "[w]e're still unfortunately waiting for
15 Investor committed incoming wires."

16 35. Throughout December of 2023, Corporate Defendants, via emailed announcements
17 from CARAVALHO, DISANO, and POWELL, provided employees, including Plaintiff, with
18 notifications and excuses regarding continued delayed and non-payment of wages owed.

19 36. Upon information and belief, during this time and continuing to the present,
20 Defendants, by delaying and failing to pay wages to their employees, pushed business expenses onto
21 their employees and funded their business expansion with forced short-term and interest free loans
22 from their employees.

23 37. On December 28, 2023 CARAVALHO emailed employees, including Plaintiff,
24 informing them that payroll for the third and fourth quarter of 2023 would not be paid until 2024.

25 38. Plaintiff was paid less than his contracted for wages in 2023.

26 39. Throughout 2024, Corporate Defendants failed to pay wages owed to their employees,
27 including Plaintiff, on a timely basis.
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1 40. In May 2024, Plaintiff emailed POWELL and requested payment of wages owed for
2 work performed months ago. Plaintiff noted in his email that “the reality is that at this point, I’m being
3 borrowed from without interest, consent, or transparency. I’ve been expected to remain loyal to this
4 company, but I’m not being given anything in return for the additional grace in payroll delays.”
5 Plaintiff’s email also described the detrimental impact to his relationships and health because of
6 Corporate Defendants’ failure to pay him wages owed. Plaintiff also highlighted that he had been
7 forced to drive for Uber and Lyft and to donate plasma nearly twice a week, as a result of the
8 nonpayment of his wages.

9 41. In June 2024, Corporate Defendants stopped including Plaintiff on business related
10 travel. Until June 2024, Plaintiff had routinely been assigned to attend business related trips.

11 42. On June 14, 2024, DISANO wrote to employees, including Plaintiff, that
12 “unfortunately can’t [Corporate Defendants] run a payroll today.”

13 43. In September of 2024, Plaintiff made a complaint to the California Department of
14 Industrial Relations Labor Commissioner’s Office regarding Corporate Defendants’ California Labor
15 Code violations, including the failure to make timely wage payments.

16 44. On information and belief, the Commissioner’s Office subsequently provided
17 Corporate Defendants with notice of Plaintiff’s complaint.

18 45. On information and belief, in response to receiving notice of Plaintiff’s complaint to
19 California Department of Industrial Relations (DIR) Labor Commissioner’s Office, Corporate
20 Defendants proceeded to change and reduce Plaintiff’s work assignments.

21 46. Starting in September 2024, and continuing to the present day, Corporate Defendants
22 began wiring employees, including Plaintiff, what Corporate Defendants termed a “net payroll”
23 without providing itemized wage statement. Upon information and belief, Corporate Defendants were
24 secretly paying their employees, including Plaintiff, a wage lower than that mandated by statute or
25 contract and/or were wrongfully collecting from their employees, including Plaintiff, a part of wages
26 owed to their employees.

27 47. Throughout 2024 and continuing to the present, Defendants continued to finance their
28 overhead and expansion through what amounted to the forced and interest free loans of their

1 employees by virtue of Corporate Defendants doing the following: (i) not paying their employees,
2 including Plaintiff, for all wages due; (ii) failing to pay their employees, including Plaintiff, in a timely
3 manner, (iii) secretly paying their employees, including Plaintiff, a wage lower than that mandated by
4 statute or contract; and, (iv) wrongfully collecting from their employees, including Plaintiff, a part of
5 wages owed to their employees.

6 48. On information and belief, Defendants, beginning in September 2024, and continuing
7 to the present day, willfully failed and refused to provide their employees with accurate itemized wage
8 statements for the purpose of obfuscating their: (i) secret payment of a wage lower than that mandated
9 by statute or contract to their employees, including Plaintiff; and (ii) wrongful collection of a part of
10 wages owed to their employees, including Plaintiff.

11 49. As Thanksgiving 2024 approached, DISANO, POWELL, and CARAVALHO each
12 emailed Corporate Defendants' employees, including Plaintiff, that their wages would not be paid in a
13 timely manner.

14 50. In February 2025, DISANO emailed employees conceding Defendants' decision to
15 prioritize other business interests over compliance with California labor laws requiring the timely
16 payment of wages to their employees.

17 51. On March 28, 2025, Plaintiff made a written request to Corporate Defendants to obtain
18 copies of his personnel file. Corporate Defendants failed to provide the records within thirty (30) days
19 of Plaintiff's request.

20 52. On March 28, 2025, Plaintiff made a written request to Corporate Defendants to obtain
21 copies of his wage records. Corporate Defendants failed to provide the records within twenty-one (21)
22 days of Plaintiff's request.

23 53. In April 2025, in response to Plaintiff's March 2025 requests for records, Corporate
24 Defendants further reduced Plaintiff's workload.

25 54. In July 2025, Corporate Defendants caused Plaintiff's employer-provided medical
26 insurance to be unusable resulting in an interruption of Plaintiff's needed medical care.
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28

1 55. On September 15, 2025, Corporate Defendants belatedly provided Plaintiff copies of
2 his personnel file and a portion of his wage records. However, the wage records provided did not
3 contain Plaintiff's complete wage records.

4 56. In 2025, Plaintiff was forced to find another part-time job to mitigate the sporadic and
5 incomplete payments from Corporate Defendants.

6 57. Upon information and belief, Individual Defendants, individually and collectively
7 exercised discretionary authority and made decisions regarding the determination and implementation
8 of policy of Corporate Defendants, which resulted in the nonpayment of minimum wages, the refusal
9 to furnish employees with accurate wage statements, and the failure to reimburse employees for all
10 work related expenditures.

11 58. As a result of the Defendants' conduct described herein, Plaintiff and similarly
12 aggrieved employees continue to suffer damages including late fees, overdraft charges, interest, and
13 loss and interruption of benefits and services.

14 59. As a result of the Defendants' conduct described herein, Plaintiff and similarly
15 aggrieved employees spend hours each week trying to mitigate the damages incurred by chronically
16 inconsistent and incomplete wage payments.

17 60. As a result of the Defendants conduct described herein, Plaintiff and similarly
18 aggrieved employees spend hours each week sorting through the onerous emails sent to them by
19 Individual Defendants, which detail updates on payroll delays, investor relations and financial ins-and-
20 outs that are the responsibility of the employer and not its employees.

21 61. As a result of the Defendants conduct described herein, Plaintiff and similarly
22 aggrieved employees have been forced to obtain loans from family, friends, and others in order to
23 cover basic bills, all while Corporate Defendants failed to prioritize payment of employee wages.

24 62. Beginning in 2023 and continuing through the present date, Defendants failed to make
25 timely payment of wages owed to Plaintiff and similarly aggrieved employees.

26 63. Beginning in 2023 and continuing through the present date, Defendants paid their
27 employees, including Plaintiff, less than their contracted for wages and/or minimum wages.

28 **FIRST CAUSE OF ACTION**

1 **FAILURE TO PAY MINIMUM WAGES**

2 (Lab. Code §§ 558.1, 1194, 1194.2, 1197, 1197.1; Wage Order No. 4-2001)
3 (Plaintiff in his Individual Capacity against all Defendants)

4 64. Pursuant to California Labor Code § 1197, payment of less than the minimum wage
5 fixed by the Industrial Welfare Commission is unlawful. Employers, such as Defendants, in the
6 professional, technical, clerical, mechanical and similar occupations must comply with Wage Order 4-
2001.

7 65. Pursuant to California Labor Code § 1194 and Wage Order 4-2001, employees are
8 entitled to recover the balance of unpaid minimum wages, including interest thereon, reasonable
9 attorneys' fees, and costs of suit.

10 66. Pursuant to California Labor Code § 1194.2, employees are entitled to recover
11 liquidated damages in an amount equal to the unpaid minimum wages and interest thereon.

12 67. Pursuant to California Labor Code § 1197.1, employees are entitled to restitution of
13 unpaid wages, liquidated damages, and statutory penalties.

14 68. Pursuant to California Labor Code § 558.1, any person who is an owner, director,
15 officer, or managing agent of an employer who violates, or causes to be violated, any provision
16 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
Commission may be held liable as the employer for the violation.

17 69. Plaintiff was a non-exempt employee entitled to the protections of California Labor
18 Code §§ 1194, 1194.2, 1197, 1197.1, and Wage Order 4-2001.

19 70. During the course of Plaintiff's employment and continuing through the present date,
20 Defendants failed to Plaintiff all hours worked by Plaintiff.

21 71. In violation of state law, Defendants knowingly and willfully engaged in a pattern or
22 practice of refusing to perform their obligations to pay the minimum wage to Plaintiff.

23 72. As a direct, foreseeable, and proximate result of Defendants' knowing and willful
24 failure to pay minimum wages, Plaintiff suffered substantial losses related to the use and enjoyment of
25 such wages, lost interest on such wages, and have incurred and will incur expenses and attorneys' fees
26 in seeking to compel Defendants to perform Defendants' obligations under state law, all to their
27 damage in amounts according to proof at the time of trial.

73. Plaintiff is thus entitled to recover all minimum wages earned and unpaid, liquidated damages, restitution of wages, statutory penalties, interest, attorneys' fees, and costs of suit in amounts according to proof at the time of trial and by the Court in post-trial proceedings.

WHEREFORE, Plaintiff prays for relief as set forth herein.

SECOND CAUSE OF ACTION
FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

(Lab. Code §§ 226, 558.1)

(Plaintiff in his Individual Capacity against all Defendants)

74. Pursuant to California Labor Code § 226, an employer must furnish each employee with an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked for all non-exempt employees, (3) the number of piece-rate units earned and any applicable piece rates, (4) all deductions made from the employee's paycheck, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number, (8) the name and address of the legal entity of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

75. Pursuant to California Labor Code § 558.1, a person who is an owner, director, officer, or managing agent of the employer who violates, or causes to be violated, Labor Code § 226 may be held liable as the employer for the violation.

76. Beginning in September 2024 and continuing to the present day, Defendants have not furnished any accurate itemized wage statement whatsoever to Plaintiff in violation of Labor Code § 226. Accordingly, Defendants has failed to provide Plaintiff any of information as required by Labor Code § 226(a)(1), (a)(2), (a)(4), (a)(5), (a)(6), (a)(7), (a)(8) and (a)(9), respectively.

77. In violation of California law, Defendants knowingly and willfully failed and refused to provide Plaintiff accurate itemized wage statements as required by law.

78. As a direct, foreseeable, and proximate result of Defendants' failure to provide accurate itemized wage statements, Plaintiff suffered substantial losses related to the use and enjoyment of unpaid wages and deductions that were not reflected in or discernable from their wage statements, lost interest on such lost wages, and incurred and will incur expenses and attorneys' fees in seeking to

1 compel Defendants to perform Defendants' obligations under state law, all to their damage in amounts
2 according to proof at the time of trial.

3 79. Plaintiff is thus entitled to recover statutory penalties and/or actual damages in an
4 amount equal to or greater than the wages not accounted for and not paid, interest thereon, attorneys'
5 fees, and costs of suit in amounts according to proof at the time of trial and by the Court in post-trial
6 proceedings.

7 WHEREFORE, Plaintiff prays for relief as set forth herein.

8 **THIRD CAUSE OF ACTION**
9 **FAILURE TO REIMBURSE**

(Lab. Code §§ 558.1, 2802)

10 (Plaintiff in his Individual Capacity against all Defendants)

11 80. Pursuant to California Labor Code § 2802, an employer must reimburse employees for
12 all necessary expenditures or losses incurred by the employee in direct consequence of the discharge
13 of his or her duties, or of his or her obedience to the directions of the employer, including all
14 reasonable costs and attorneys' fees incurred by the employee.

15 81. Pursuant to California Labor Code § 558.1, a person who is an owner, director, officer,
16 or managing agent of the employer who violates, or causes to be violated, Labor Code § 2802 may be
17 held liable as the employer for the violation.

18 82. Plaintiff expended money or incurred losses at the direction of Defendants and in direct
19 consequence of the discharge of his duties or obedience to the directions of Defendants. Included in
20 the costs incurred by Plaintiff were internet and cellular phone plans, electricity, office equipment and
21 office supplies, and other home-office expenses incurred for the purpose of performing Plaintiff's
22 duties for Defendants.

23 83. Defendants willfully failed to reimburse Plaintiff for money they expended or losses
24 they incurred in direct consequence of the discharge of his duties or obedience to the directions of
25 Defendants.

26 84. As a direct, foreseeable, and proximate result of Defendants' failure to reimburse
27 amounts expended in direct consequence of Plaintiff's duties or obedience to Defendants' directions,
28

1 Plaintiff suffered substantial losses related to the use and enjoyment of such moneys, lost interest on
2 such moneys, and incurred and will incur expenses and attorneys' fees in seeking to compel
3 Defendants to perform Defendants' obligations under state law, all to their damage in amounts
4 according to proof at the time of trial.

5 85. Plaintiff is thus entitled to recover all unreimbursed expenses, interest, attorneys' fees,
6 and costs of suit in amounts according to proof at the time of trial and by the Court in post-trial
7 proceedings.

8 WHEREFORE, Plaintiff prays for relief as set forth herein.

9
10 **FOURTH CAUSE OF ACTION**
SECRET PAYMENT OF WAGE BELOW SCALE

(Lab. Code §§ 218.5, 223)

(Plaintiff in his Individual Capacity against Corporate Defendants)

12 86. Pursuant to Labor Code § 223, it is unlawful for an employer to secretly pay a wage
13 lower than that mandated by statute or contract while purporting to pay the wage designated by statute
14 or contract.

15 87. Pursuant to California Labor Code § 218.5, an employee is entitled to reasonable
16 attorneys' fees and costs of suit incurred in an action brought to recover wages owed to the employee.

17 88. During the time period relevant to this action, Plaintiff was a salaried employee at
18 \$88,000 annually to be paid semi-monthly as compensation for each and every hour he worked, or was
19 suffered or permitted to work, for Corporate Defendants.

20 89. On information and belief, Corporate Defendants secretly paid Plaintiff a wage
21 substantially lower than the contracted-for wage by secretly deducting money from his paychecks.

22 90. As a direct, foreseeable and proximate result of the secret deductions from Plaintiff's
23 wages by Corporate Defendants, Plaintiff has suffered substantial losses related to the use and
24 enjoyment of amounts secretly deducted, lost interest on the deducted amounts, and expenses and
25 attorneys' fees in seeking to compel Corporate Defendants to perform their obligations under state
26 law, all to their damage in amounts according to proof at the time of trial.

91. Plaintiff is thus entitled to recover the amounts secretly deducted, interest thereon, attorneys' fees, and costs of suit in amounts according to proof at time of trial and by the Court in post-trial proceedings.

WHEREFORE, Plaintiff prays for relief as set forth herein.

FIFTH CAUSE OF ACTION
WRONGFUL COLLECTION AND RECEIPT OF WAGES
 (Lab. Code §§ 218.5, 221)
 Plaintiff in his Individual Capacity against Corporate Defendants)

92. Pursuant to Labor Code § 221, it is unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by the employer to the employee.

93. Pursuant to California Labor Code § 218.5, an employee is entitled to reasonable attorneys' fees and costs of suit incurred in an action brought to recover wages owed to the employee.

94. During the time period relevant to this action, Plaintiff was a salaried employee at \$88,000 annually to be paid semi-monthly as compensation for each and every hour he worked, or was suffered or permitted to work, for Corporate Defendants.

95. On information and belief, Corporate Defendants wrongfully deducted amounts from Plaintiff's paycheck, which reduced his wage below the agreed-upon amount.

96. As a direct, foreseeable, and proximate result of the wrongful collection and receipt of Plaintiff's wages by Corporate Defendants, Plaintiff has suffered substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel Corporate Defendants to perform their obligations under state law, all to their damage in amounts according to proof at the time of trial.

97. Plaintiff is thus entitled to recover the amounts wrongfully collected, interest thereon, attorneys' fees, and costs of suit in amounts according to proof at time of trial and by the Court in post-trial proceedings.

WHEREFORE, Plaintiffs pray for relief as set forth herein.

11

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SIXTH CAUSE OF ACTION
FAILURE TO PROVIDE WAGE RECORDS

(Lab. Code §§ 226, 558.1)

(Plaintiff in his Individual Capacity against Corporate Defendants)

98. Pursuant to California Labor Code § 226, an employer shall afford current employees the right to inspect or receive a copy of wage records pertaining to their employment, upon reasonable request to the employer. Additionally, an employer who receives a written or oral request to inspect or receive a copy of wage records shall comply with the request no later than 21 calendar days from the date of the request.

99. On March 28, 2025, Plaintiff made a written request to Corporate Defendants for a copy of his wage records.

100. Corporate Defendants were required to provide the requested records within 21 days of Plaintiff's request.

101. Corporate Defendants failed to provide Plaintiff with a copy of the requested personnel records within 21 calendar days of receipt of Plaintiff's request.

102. Plaintiff is entitled to recover statutory penalties, attorneys' fees, and costs of suit in amounts according to proof at the time of trial and by the Court in post-trial proceedings.

WHEREFORE, Plaintiff prays for relief as set forth herein.

SEVENTH CAUSE OF ACTION
FAILURE TO PROVIDE PERSONNEL RECORDS

(Lab. Code §§ 226, 558.1)

(Plaintiff in his Individual Capacity against Corporate Defendants)

103. Pursuant to California Labor Code § 1198.5, an employer shall afford current or former employees right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance. Additionally, an employer who receives a written request to inspect or receive a copy of wage records shall comply with the request no later than 30 calendar days from the date of the request.

104. On March 28, 2025, Plaintiff made a written request to Corporate Defendants for a copy of his wage records.

105. Corporate Defendants were required to provide the requested records within 30 days of

1 Plaintiff's request. Furthermore, there was no agreement between Plaintiff and Corporate Defendants
2 for production of the requested personnel records outside of the 30-calendar day window.

3 106. Corporate Defendants failed to provide Plaintiff with a copy of the requested personnel
4 records within 30 calendar days of receipt of Plaintiff's request.

5 107. Plaintiff is entitled to recover statutory penalties, attorneys' fees, and costs of suit in
6 amounts according to proof at the time of trial and by the Court in post-trial proceedings.

7 WHEREFORE, Plaintiff prays for relief as set forth herein.

8 **EIGHTH CAUSE OF ACTION**

9 **RETALIATION**

10 (Lab. Code § 98.6)

(Plaintiff in his Individual Capacity against Corporate Defendants)

11 108. Pursuant to Labor Code § 98.6, an employer may not discharge or in any manner
12 discriminate, retaliate, or take any adverse action against an employee because the employee exercised
13 rights guaranteed under the California Labor Code, including the conduct described in subdivision (k)
14 of Section 96 of the Labor Code.

15 109. Pursuant to Labor Code § 96(k), an employee may not be retaliated against in their
16 employment for engaging in lawful conduct occurring during nonworking hours away from the
17 employer's premises.

18 110. As alleged herein, Plaintiff exercised, or attempted to exercise, legal rights afforded
19 him under the California Labor Code.

20 111. As alleged herein and in violation of California Labor Code § 98.6, Corporate
21 Defendants threatened to and did take adverse action against Plaintiff and otherwise retaliated and
22 discriminated against him because Plaintiff exercised his rights under the California Labor Code.

23 112. As a direct, foreseeable, and proximate result of the illegal conduct by Corporate
24 Defendants, Plaintiff has suffered and continues to suffer actual damages including, but not limited to,
25 loss of past earnings and benefits, loss of future earnings and benefits, and other pecuniary losses not
26 presently ascertained. In addition to other remedies available, Plaintiff also seeks a penalty as provided
27 under Labor Code § 98.6(b)(3).

113. Plaintiff also seeks a determination of his legal rights and duties in this controversy and a declaration that Corporate Defendants' retaliation against Plaintiff for exercising his rights under the California Labor Code constitutes, or was the result of, a wrongful and illegal employment policy or practice.

WHEREFORE, Plaintiff prays for relief as set forth herein.

NINTH CAUSE OF ACTION

RETALIATION

(Lab. Code § 1102.5)

(Plaintiff in his Individual Capacity against Corporate Defendants)

114. Pursuant to Labor Code section 1102.5(b), an employer may not retaliate against an employee for disclosing information about a violation of or noncompliance with any local, state, or federal law, rule, or regulation when the employee reasonably believes that the information discloses a legal violation.

115. As alleged herein, Corporate Defendants retaliated against Plaintiff for disclosing information about what she believed to be a violation of or noncompliance with a local, state, or federal law, rule, or regulation.

116. As a direct, foreseeable, and proximate result of Corporate Defendants' retaliation against him, Plaintiff has suffered and continues to suffer actual damages including, but not limited to, loss of past earnings, benefits, and opportunities, loss of future earnings, benefits, and opportunities, and other pecuniary losses not presently ascertained.

117. As a further direct, foreseeable, and proximate result of Corporate Defendants' conduct, Plaintiff has suffered, continues to suffer, and will suffer severe mental and emotional distress, anguish, humiliation, embarrassment, shock, pain, discomfort, anxiety, and harm to his reputation. Though the exact nature, extent, and duration of said injuries are presently unknown to him, Plaintiff is informed and believes and thereon alleges that these injuries are reasonably certain to be permanent in character.

118. Plaintiff is informed and believes, and thereon alleges, that Corporate Defendants, by engaging in the acts and failures to act alleged herein, engaged in willful, malicious, intentional,

oppressive, and despicable conduct, and acted with willful and conscious disregard of the rights, welfare, and safety of Plaintiff, thereby justifying the award of punitive and exemplary damages against them in an amount to be determined at trial.

119. Plaintiff is further entitled to reasonable attorneys' fees and costs of suit as provided in section 1102.5(j) of the Labor Code and other applicable state laws.

WHEREFORE, Plaintiff prays for relief as set forth herein.

TENTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(Lab. Code § 2698, *et seq.*)

(Plaintiff in his Representative Capacity against Corporate Defendants)

120. Pursuant to Labor Code § 2699, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other similarly aggrieved current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

121. Plaintiff is aggrieved because he was employed by Defendants AXISPOINT and RYTEBOX and DOES 1 – 5 ("Corporate Defendants"), and each of the alleged violations stated herein has been committed against him and other current and former employees. Plaintiff is properly suited to represent the interests of other similarly aggrieved current and former employees of Corporate Defendants.

122. Plaintiff has exhausted his administrative remedies under Labor Code § 2699.3.

123. Plaintiff seeks to recover, on behalf of himself and all similarly aggrieved current and former employees, all civil penalties pursuant to Labor Code § 210 for which Corporate Defendants are liable as a result of Corporate Defendants' violations of Labor Code § 204, which requires employers to pay all wages earned and unpaid on designated pay dates at least twice per month.

124. Plaintiff seeks to recover, on behalf of himself and all similarly aggrieved current and former employees, all civil penalties pursuant to Labor Code §§ 1197.1 and 2699(a), for which Corporate Defendants are liable as a result of Corporate Defendants' violations of Labor Code § 1194, which requires an employer to pay employees no less than the legal minimum wage.

1 125. Plaintiff seeks to recover, on behalf of himself and all similarly aggrieved current and
2 former employees, all civil penalties pursuant to Labor Code §§ 1197.1 and 2699(a), for which
3 Corporate Defendants are liable as a result of Corporate Defendants' violations of Labor Code § 1197,
4 which requires employers to pay employees no less than the minimum wage fixed by state or local law
5 or by order of the Industrial Welfare Commission.

6 126. Plaintiff seeks to recover, on behalf of himself and all similarly aggrieved current and
7 former employees, all civil penalties pursuant to Labor Code § 2699(a) and § 226.3 for which
8 Corporate Defendants are liable as a result of Corporate Defendants' violations of Labor Code §
9 226(a), which requires employers to provide an accurate accounting of all hours worked, gross wages
10 earned, and net wages earned.

11 127. Plaintiff seeks to recover, on behalf of himself and all similarly aggrieved current and
12 former employees, all civil penalties pursuant to Labor Code § 2699(f) for which Corporate
13 Defendants are liable as a result of Corporate Defendants' violations of Labor Code § 2802, which
14 requires employers to reimburse employees for all expenditures or losses incurred in direct
15 consequence of the discharge of the employee's duties.

16 128. Plaintiff seeks to recover, on behalf of himself and all similarly aggrieved current and
17 former employees, all civil penalties pursuant to Labor Code § 2699(a) and § 225.5 for which
18 Corporate Defendants are liable as a result of Corporate Defendants' violations of Labor Code § 221,
19 which prohibits employers from collecting or receiving from an employee any part of wages
20 theretofore paid by the employer to the employee.

21 129. Plaintiff seeks to recover, on behalf of himself and all similarly aggrieved current and
22 former employees, all civil penalties pursuant to Labor Code §§ 1174.5 and 2699(a) for which
23 Corporate Defendants are liable as a result of Corporate Defendants' violations of Labor Code § 1174,
24 which requires employers to maintain accurate records showing all hours worked by and wages paid to
25 employees.

26 130. Plaintiff seeks to recover, on behalf of himself and all similarly aggrieved current and
27 former employees, all civil penalties pursuant to Labor Code §§ 226(c) and 2699(a), for which
28

Corporate Defendants are liable as a result of Corporate Defendants' violations of Labor Code § 226(c), which requires employers to afford current or former employees right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance, and that employers who receive a written request to inspect or receive a copy of wage records to comply with the request no later than 30 calendar days from the date of the request.

131. Plaintiff seeks to recover, on behalf of himself and all similarly aggrieved current and former employees, all civil penalties pursuant to Labor Code §§ 1198.5 and 2699(a), for which Corporate Defendants are liable as a result of Corporate Defendants' violations of Labor Code § 1198.5, which requires employers to afford current or former employees right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance, and that employers to who receive a written request to inspect or receive a copy of wage records to comply with the request no later than 30 calendar days from the date of the request.

132. Plaintiff seeks to recover, on behalf of himself and all similarly aggrieved current and former employees, all civil penalties pursuant to Labor Code § 2699(f) for which Corporate Defendants are liable as a result of Corporate Defendants' violations of Labor Code § 2802, which requires employers to reimburse employees for all expenditures or losses incurred in direct consequence of the discharge of the employee's duties.

133. Plaintiff seeks civil penalties in amounts to be demonstrated at the time of trial.

134. For bringing this action against Corporate Defendants on behalf of himself and all similarly aggrieved current and former employees, Plaintiff is entitled to attorneys' fees and costs of suit in amounts to be determined by the Court in post-trial proceedings.

WHEREFORE, Plaintiff prays for relief as set forth herein.

ELEVENTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(Lab. Code §§ 558, 2698, *et seq.*)

(Plaintiff in his Representative Capacity against Individual Defendants)

135. Pursuant to California Labor Code § 2699, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA may, as an alternative, be

recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other similarly aggrieved current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

136. Plaintiff is aggrieved because Defendants CARVALHO, POWELL, DISANO and DOES 6 – 10 (“Individual Defendants”), acting on behalf of Defendants AXISPOINT and RYTEBOX and DOES 1 – 5 (“Corporate Defendants”), committed each of the alleged violations stated herein, or caused them to be committed, against him and other current and former employees of Corporate Defendants. Plaintiff is properly suited to represent the interests of other similarly aggrieved current and former employees of Corporate Defendants.

137. Plaintiff has exhausted his administrative remedies under Labor Code § 2699.3.

138. Plaintiff seeks to recover, on behalf of himself and all similarly aggrieved current and former employees, all civil penalties pursuant to Labor Code §§ 558, 558.1, and 2699(a) for which Individual Defendants are liable as a result of Individual Defendants’ violation(s) of, or causing the violation(s) of, Labor Code § 1194, which requires an employer to pay employees no less than the legal minimum wage.

139. Plaintiff seeks to recover, on behalf of himself and all similarly aggrieved current and former employees, all civil penalties pursuant to Labor Code §§ 558, 558.1, and 2699(a) for which Individual Defendants are liable as a result of Individual Defendants’ violation(s) of, or causing the violation(s) of, Labor Code § 1197, which prohibits employers from paying less than the minimum wage fixed by state or local law or by order of the Industrial Welfare Commission.

140. Plaintiff seeks to recover, on behalf of himself and all similarly aggrieved current and former employees, all civil penalties pursuant to Labor Code §§ 558, 558.1, and 2699(a) for which Individual Defendants are liable as a result of Individual Defendants’ violation(s) of, or causing the violation(s) of, Labor Code § 226(a), which requires that employers provide an accurate and itemized accounting of wages earned and paid to employee each paid period.

141. Plaintiff seeks to recover, on behalf of himself and all similarly aggrieved current and former employees, all civil penalties pursuant to Labor Code §§ 226(c), 558.1 and 2699(a), for which

1 Individual Defendants are liable as a result of Individual Defendants' violation(s) of, or causing the
2 violation(s) of, Labor Code § 226(c), which requires employers to afford current or former employees
3 right to inspect and receive a copy of the personnel records that the employer maintains relating to the
4 employee's performance, and that employers who receive a written request to inspect or receive a
5 copy of wage records to comply with the request no later than 30 calendar days from the date of the
6 request.

7 142. Plaintiff seeks to recover, on behalf of himself and all similarly aggrieved current and
8 former employees, all civil penalties pursuant to Labor Code §§ 558, 558.1, and 2699(a) for which
9 Individual Defendants are liable as a result of Individual Defendants' violation(s) of, or causing the
10 violation(s) of, Labor Code § 2802, which requires employers to indemnify the employee for all
11 necessary expenditures or losses incurred by the employee in direct consequence of the discharge of
12 his or her duties.

13 143. Plaintiff seeks civil penalties in amounts to be demonstrated at the time of trial.

14 144. For bringing this action against Individual Defendants on behalf of himself and all
15 similarly aggrieved current and former employees, Plaintiff is entitled to attorneys' fees and costs of
16 suit in amounts to be determined by the Court in post-trial proceedings.

17 WHEREFORE, Plaintiff prays for relief as set forth herein.

18 **TWELFTH CAUSE OF ACTION**

19 **UNFAIR COMPETITION**

20 (Bus. & Prof. Code § 17200, *et seq.*)

21 (Plaintiff in his Individual Capacity against Corporate Defendants)

22 145. Pursuant to California Business & Professions Code § 17200, *et seq.*, it is unlawful for
23 a business entity to engage in unlawful, unfair, or fraudulent business activities.

24 146. In violation of Business & Professions Code § 17200, Defendants AXISPOINT and
25 RYTEBOX and DOES 1 – 5 committed acts of unfair competition by engaging in the regular and
26 customary practice of failing to compensate employees for all non-overtime hours worked at the
27 legally required minimum wage, in violation of Labor Code §§ 1194, 1197, and Wage Order 4-2001.

28 147. In violation of Business & Professions Code § 17200, Defendants committed acts of

1 unfair competition by engaging in the regular and customary practice of failing to pay all wages
2 earned and unpaid on designated pay dates at least twice per month, in violation of Labor Code § 204.

3 148. In violation of Business & Professions Code § 17200, Defendants committed acts of
4 unfair competition by engaging in the regular and customary practice of failing to reimburse
5 employees for necessary business expenses, in violation of Labor Code § 2802.

6 149. In violation of Business & Professions Code § 17200, Defendants committed acts of
7 unfair competition by engaging in the regular and customary practice of failing to provide employees
8 accurate itemized wage statements reflecting the total hours worked, gross hourly and commission
9 wages earned, deductions, and net wages earned, in violation of Labor Code § 226.

10 150. In violation of Business & Professions Code § 17200, Defendants committed acts of
11 unfair competition by engaging in the regular and customary practice of secretly paying employees at
12 a rate lower than the scale designated by contract, in violation of Labor Code § 223.

13 151. In violation of Business & Professions Code § 17200, Defendants committed acts of
14 unfair competition by engaging in the regular and customary practice of collecting or receiving from
15 their employees part of the wages theretofore paid to the employee in violation of Labor Code § 221.

16 152. Defendants' policy and practice of failing to compensate employees for all hours
17 worked, of failing to reimburse for expenses, of secretly paying a wage lower than the scale designated
18 by contract violates numerous provisions of the Labor Code and therefore constitutes an unlawful
19 business act or practice within the meaning of Business & Professions Code § 17200.

20 153. As described herein, Plaintiff has suffered injury in fact and has lost money or property
21 as a result of Defendants' unlawful practices. Defendants have withheld and continue to withhold
22 wages and reimbursements from Plaintiff and have refused and continue to refuse to compensate
23 Plaintiff for amounts owed and due to them, including interest thereon.

24 154. The unlawful conduct described herein is continuing and will continue until Defendants
25 are ordered to cease such activity.

26 155. Plaintiff is entitled to equitable and injunctive relief, including full restitution and
27 disgorgement of all moneys that have been unlawfully withheld from each of them by the business
28

1 acts and practices described herein, an order enjoining Defendants from acting in violation of
2 California's Labor Code, and costs of suit in amounts to be determined by the Court in post-trial
3 proceedings.

4 WHEREFORE, Plaintiff prays for relief as set forth herein.

5 **PRAYER**

6 WHEREFORE, Plaintiff prays that judgment be entered against Defendants and each of them
7 as follows:

- 8 1. Economic damages in amounts according to proof;
9 2. Liquidated damages and statutory penalties according to proof and as provided by
10 statute;
11 3. Civil penalties according to proof and as provided by statute;
12 4. Equitable relief including restitution and/or disgorgement of profits as provided by
13 statute;
14 5. Injunctive relief as permitted by law;
15 6. Prejudgment and post-judgment interest at the maximum statutory rate;
16 7. Attorneys' fees as provided by statute, including Labor Code sections 218.5,
17 226(e)(1), 1194(a), and/or 2699(g);
18 8. Costs of suit incurred herein, including expert witness costs; and
19 9. Such other and further relief as the Court deems fair and just.

20
21 Dated: May 27, 2026

SEIBERT • BAUTISTA • MONTOYA

22
23 

24 Nina Montoya
25 Attorneys for Plaintiff

1 **JURY TRIAL DEMANDED**

2 Plaintiff hereby demands a jury trial as to all issues and causes of action to which Plaintiffs
3 are entitled.

4 Dated: May 27, 2026

5 SEIBERT • BAUTISTA • MONTOYA

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7 _____
8 Nina Montoya
9 Attorneys for Plaintiff