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22 Afiya Porter, Monica G. Fitzmaurice, the putative class and the aggrieved employees

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

AFIYA PORTER, individually, MONICA G. FITZMAURICE, individually, and on behalf of other members of the general public similarly situated;

Plaintiff,

vs.

TRIUMVIRATE ENVIRONMENTAL, INC., a Massachusetts corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 24CV092940

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR DAMAGES

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage

FILED
Superior Court of California
County of Alameda

09/23/2025

Clad Flake, Executive Officer / Clerk of the Court

By: C. Huang Deputy

- Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
 - (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
 - (10) Violation of California Business & Professions Code §§ 17200, et seq.
 - (11) Violation of Cal. Labor Code § 2699 (Private Attorneys General Act)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff AFIYA PORTER (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act, based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiffs, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000) as to each Plaintiff.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. Plaintiff Fitzmaurice’s eleventh Cause of Action is brought as a representative action on behalf of herself and certain other current and former individuals who performed work for Defendant as employees in California during the statutory period (hereinafter collective referred to as the “Aggrieved Employees”) pursuant to California Labor Code sections 2698, et seq. Plaintiff Fitzmaurice is an

1 aggrieved employee against whom one or more of the alleged violations occurred. The
2 civil penalties sought by Plaintiff Fitzmaurice exceed the minimal jurisdictional limits
3 of the Superior Court and will be established according to proof at trial.

4 4. This Court has jurisdiction over Defendant because, upon information and
5 belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or
6 otherwise intentionally avails itself of the California market so as to render the exercise of
7 jurisdiction over it by California courts consistent with traditional notions of fair play and
8 substantial justice.

9 5. Venue is proper in this Court because, upon information and belief, Defendant
10 maintains offices, has agents, employs individuals, and/or transacts business in the State of
11 California, County of Alameda. The majority of acts and omissions alleged herein relating to
12 Plaintiff and the other class members took place in the State of California, including the County
13 of Alameda.

14 **PARTIES**

15 6. Plaintiff AFIYA PORTER is an individual residing in the State of California.

16 7. Plaintiff MONICA G. FITZMAURICE is an individual residing in the State of
17 California.

18 8. Defendant TRIUMVIRATE ENVIRONMENTAL, INC., at all times herein
19 mentioned, was and is, upon information and belief, an employer whose employees are
20 engaged throughout the State of California, including the County of Alameda.

21 9. At all relevant times, Defendant TRIUMVIRATE ENVIRONMENTAL, INC.
22 was the “employer” of Plaintiffs within the meaning of all applicable California laws and
23 statutes.

24 10. At all times herein relevant, Defendants TRIUMVIRATE ENVIRONMENTAL,
25 INC. and DOES 1 through 100, and each of them, were the agents, partners, joint venturers,
26 joint employers, representatives, servants, employees, successors-in-interest, co-conspirators
27 and/or assigns, each of the other, and at all times relevant hereto were acting within the course
28 and scope of their authority as such agents, partners, joint venturers, joint employers,

1 representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or
2 omissions alleged herein were duly committed with the ratification, knowledge, permission,
3 encouragement, authorization and/or consent of each defendant designated as a DOE herein.

4 11. The true names and capacities, whether corporate, associate, individual or
5 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue
6 said defendants by such fictitious names. Plaintiffs are informed and believe, and based on
7 that information and belief allege, that each of the defendants designated as a DOE is legally
8 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
9 the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint.
10 Plaintiffs will seek leave of court to amend this Complaint to show the true names and
11 capacities when the same have been ascertained.

12 12. Defendant TRIUMVIRATE ENVIRONMENTAL, INC. and DOES 1 through
13 100 will hereinafter collectively be referred to as “Defendants.”

14 Plaintiffs further allege that Defendants directly or indirectly controlled or affected the
15 working conditions, wages, working hours, and conditions of employment of Plaintiffs
16 and the other class members so as to make each of said Defendants employers liable
17 under the statutory provisions set forth herein.

18 **CLASS ACTION ALLEGATIONS**

19 13. Plaintiffs brings this action on their own behalf and on behalf of all other
20 members of the general public similarly situated, and, thus, seeks class certification under
21 California Code of Civil Procedure section 382.

22 14. The proposed class is defined as follows:

23 CLASS. All current and former hourly-paid or non-exempt employees who
24 worked for any of the Defendants within the State of California at any time
25 during the period from four years preceding the filing of this Complaint to final
26 judgment and who reside in California.

27 SUBCLASS A. All class members who were subject to Defendants’ practice of
28 rounding time recorded for purposes of calculating compensation for time

1 worked or for calculating meal periods.

2 SUBCLASS B. All class members who were required by Defendants to stay on
3 Defendants' premises for rest breaks.

4 15. Plaintiffs reserve the right to establish additional subclasses as appropriate.

5 16. The class is ascertainable and there is a well-defined community of interest in
6 the litigation:

7 a. Numerosity: The class members are so numerous that joinder of all class
8 members is impracticable. The membership of the entire class is
9 unknown to Plaintiff at this time; however, the class is estimated to be
10 greater than fifty (50) individuals and the identity of such membership is
11 readily ascertainable by inspection of Defendants' employment records.

12 b. Typicality: Plaintiffs' claims are typical of all other class members' as
13 demonstrated herein. Plaintiffs will fairly and adequately protect the
14 interests of the other class members with whom they have a well-defined
15 community of interest.

16 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of
17 each class member, with whom they have a well-defined community of
18 interest and typicality of claims, as demonstrated herein. Plaintiffs have
19 no interest that is antagonistic to the other class members. Plaintiffs'
20 attorneys, the proposed class counsel, are versed in the rules governing
21 class action discovery, certification, and settlement. Plaintiffs have
22 incurred, and during the pendency of this action will continue to incur,
23 costs and attorneys' fees, that have been, are, and will be necessarily
24 expended for the prosecution of this action for the substantial benefit of
25 each class member.

26 d. Superiority: A class action is superior to other available methods for the
27 fair and efficient adjudication of this litigation because individual joinder
28 of all class members is impractical.

- 1 e. Public Policy Considerations: Certification of this lawsuit as a class
2 action will advance public policy objectives. Employers of this great
3 state violate employment and labor laws every day. Current employees
4 are often afraid to assert their rights out of fear of direct or indirect
5 retaliation. However, class actions provide the class members who are
6 not named in the complaint anonymity that allows for the vindication of
7 their rights.

8 17. There are common questions of law and fact as to the class members that
9 predominate over questions affecting only individual members. The following common
10 questions of law or fact, among others, exist as to the members of the class:

- 11 a. Whether Defendants' failure to pay wages, without abatement or
12 reduction, in accordance with the California Labor Code, was willful;
13 b. Whether Defendants had a corporate policy and practice of failing to pay
14 their hourly-paid or non-exempt employees within the State of California
15 for all hours worked and missed (short, late, interrupted, and/or missed
16 altogether) meal periods and rest breaks in violation of California law;
17 c. Whether Defendants required Plaintiffs and the other class members to
18 work over eight (8) hours per day and/or over forty (40) hours per week
19 and failed to pay the legally required overtime compensation to Plaintiffs
20 and the other class members;
21 d. Whether Defendants deprived Plaintiffs and the other class members of
22 meal and/or rest periods or required Plaintiffs and the other class
23 members to work during meal and/or rest periods without compensation;
24 e. Whether Defendants failed to pay minimum wages to Plaintiffs and the
25 other class members for all hours worked;
26 f. Whether Defendants failed to pay all wages due to Plaintiffs and the
27 other class members within the required time upon their discharge or
28 resignation;

- 1 g. Whether Defendants failed to timely pay all wages due to Plaintiffs and
2 the other class members during their employment;
- 3 h. Whether Defendants complied with wage reporting as required by the
4 California Labor Code; including, *inter alia*, section 226;
- 5 i. Whether Defendants kept complete and accurate payroll records as
6 required by the California Labor Code, including, *inter alia*, section
7 1174(d);
- 8 j. Whether Defendants failed to reimburse Plaintiffs and the other class
9 members for necessary business-related expenses and costs;
- 10 k. Whether Defendants' conduct was willful or reckless;
- 11 l. Whether Defendants engaged in unfair business practices in violation of
12 California Business & Professions Code section 17200, et seq.;
- 13 m. The appropriate amount of damages, restitution, and/or monetary
14 penalties resulting from Defendants' violation of California law; and
- 15 n. Whether Plaintiffs and the other class members are entitled to
16 compensatory damages pursuant to the California Labor Code.

17 **PAGA ALLEGATIONS**

18 18. At all times herein set forth, PAGA was applicable to Plaintiff Fitzmaurice's
19 employment by Defendant.

20 19. At all times herein set forth, PAGA provides that any provision of law under the
21 California Labor Code that provides for a civil penalty to be assessed and collected by the
22 LWDA for violations of the California Labor Code may, as an alternative, be recovered through
23 a civil action brought by an aggrieved employee on behalf of themselves and other current or
24 former employees pursuant to procedures outlined in California Labor Code section 2699.3.

25 20. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved
26 employee," who is any person that was employed by the alleged violator and against whom one
27 or more of the alleged violations was committed.

28 21. Plaintiff Fitzmaurice was employed by Defendant and the alleged violations were

1 committed against her during her time of employment and she is, therefore, an aggrieved
2 employee. Plaintiff Fitzmaurice and the other employees are “Aggrieved Employees” as defined
3 by California Labor Code section 2699(c) in that they are all current or former employees of
4 Defendant, and one or more of the alleged violations were committed against them.

5 22. Pursuant to California Labor Code sections 2699.3 and 2699.5, aggrieved
6 employees, including Plaintiff Fitzmaurice, may pursue a civil action arising under PAGA after
7 the following requirements have been met:

- 8 a. The aggrieved employee shall give written notice by online submission
9 (hereinafter “Employee’s Notice”) to the Labor & Workforce
10 Development Agency (hereinafter “LWDA”) and by U.S. Certified Mail
11 to the employer of the specific provisions of the California Labor Code
12 alleged to have been violated, including the facts and theories to support
13 the alleged violations.
- 14 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
15 employer and the aggrieved employee by certified mail that it does not
16 intend to investigate the alleged violation within sixty (60) calendar days
17 of the postmark date of the Employee’s Notice. Upon receipt of the
18 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
19 (65) calendar days of the postmark date of the Employee’s Notice, the
20 aggrieved employee may commence a civil action pursuant to California
21 Labor Code section 2699 to recover civil penalties in addition to any other
22 penalties to which the employee may be entitled.

23 23. On June 3, 2025, Plaintiff Fitzmaurice provided written notice by online
24 submission to the LWDA and by U.S. Certified Mail to Defendant of the specific provisions of
25 the California Labor Code alleged to have been violated, including the facts and theories to
26 support the alleged violations. Plaintiff Fitzmaurice has not received an LWDA Notice within
27 sixty-five (65) calendar days of the date of Plaintiff’s notice.

28 24. Therefore, Plaintiff Fitzmaurice has satisfied the administrative prerequisites

1 under California Labor Code section 2699.3(a) to recover civil penalties against Defendant, in
2 addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204,
3 210, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800
4 and 2802.

5 **GENERAL ALLEGATIONS**

6 25. At all relevant times set forth herein, Defendants employed Plaintiffs, the Class,
7 and the Aggrieved Employees' as hourly-paid or non-exempt employees within the State of
8 California, including the County of Alameda.

9 26. Defendants, jointly and severally, employed Plaintiff Alfia as an hourly-paid,
10 non-exempt employee, from approximately June 2022 to approximately November 2022, in the
11 State of California, County of Alameda.

12 27. Defendants, jointly and severally, have employed Plaintiff Fitzmaurice as an
13 hourly-paid, non-exempt employee, since approximately 2016.

14 28. Defendants hired Plaintiffs, the Class, and the Aggrieved Employees', classified
15 them as hourly-paid or non-exempt employees, and failed to compensate them for all hours
16 worked and missed meal periods and/or rest breaks.

17 29. Defendants had the authority to hire and terminate Plaintiffs, the Class, and the
18 Aggrieved Employees', to set work rules and conditions governing Plaintiffs' and the other
19 class members' employment, and to supervise their daily employment activities.

20 30. Defendants exercised sufficient authority over the terms and conditions of
21 Plaintiffs' and the other class members' employment for them to be joint employers of
22 Plaintiffs, the Class, and the Aggrieved Employees'.

23 31. Defendants directly hired and paid wages and benefits to Plaintiffs, the Class,
24 and the Aggrieved Employees'.

25 32. Defendants continue to employ hourly-paid or non-exempt employees within the
26 State of California.

27 33. Plaintiffs, the Class, and the Aggrieved Employees' worked over eight (8) hours
28 in a day, and/or forty (40) hours in a week during their employment with Defendants.

1 Plaintiffs are informed and believe, and based thereon allege, that Defendants engaged
2 in a pattern and practice of wage abuse against their hourly-paid or non-exempt
3 employees within the State of California. This pattern and practice involved, *inter alia*,
4 failing to pay them for all regular and/or overtime wages earned and for missed meal
5 periods and rest breaks in violation of California law.

6 34. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
7 knew or should have known that Plaintiffs, the Class, and the Aggrieved Employees' were
8 entitled to receive certain wages for overtime compensation and that they were not receiving
9 accurate overtime compensation for all overtime hours worked.

10 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants
11 failed to provide Plaintiffs, the Class, and the Aggrieved Employees' all required rest and meal
12 periods during the relevant time period as required under the Industrial Welfare Commission
13 Wage Orders and thus they are entitled to any and all applicable penalties.

14 36. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
15 required Plaintiffs, the Class, and the Aggrieved Employees' to remain on Defendants' premises
16 during purported rest periods, thereby failing to relieve them of all employer control.

17 37. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
18 knew or should have known that Plaintiffs, the Class, and the Aggrieved Employees' were
19 entitled to receive all meal periods or payment of one additional hour of pay at Plaintiffs, the
20 Class and Aggrieved Employees' regular rate of pay when a meal period was missed, and they
21 did not receive all meal periods or payment of one additional hour of pay at Plaintiffs, the
22 Class, and Aggrieved Employees' regular rate of pay when a meal period was missed.

23 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants
24 knew or should have known that Plaintiffs, the Class, and the Aggrieved Employees' were
25 entitled to receive all rest periods or payment of one additional hour of pay at Plaintiffs, the
26 Class, and Aggrieved Employee's regular rate of pay when a rest period was missed, and they
27 did not receive all rest periods or payment of one additional hour of pay at Plaintiffs, the Class,
28 and Aggrieved Employees' regular rate of pay when a rest period was missed.

1 Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
2 should have known that Plaintiffs, the Class, and the Aggrieved Employees' were
3 entitled to receive at least minimum wages for compensation and that they were not
4 receiving at least minimum wages for all hours worked.

5 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants
6 rounded the work time recorded by Plaintiffs, the Class, and the Aggrieved Employees' in a
7 manner that was not fair and neutral on its face and/or that favored Defendants over time,
8 resulting in Plaintiffs, the Class, and the Aggrieved Employees' being underpaid for their time
9 worked.

10 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants
11 knew or should have known that Plaintiffs, the Class, and the Aggrieved Employees' were
12 entitled to receive all wages owed to them upon discharge or resignation, including overtime
13 and minimum wages and meal and rest period premiums, and they did not, in fact, receive all
14 such wages owed to them at the time of their discharge or resignation.

15 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants
16 knew or should have known that Plaintiffs, the Class, and the Aggrieved Employees' were
17 entitled to receive all wages owed to them during their employment. Plaintiffs, the Class, and
18 the Aggrieved Employees did not receive payment of all wages, including overtime and
19 minimum wages and meal and rest period premiums, within any time permissible under
20 California Labor Code section 204.

21 42. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
22 knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were
23 entitled to receive complete and accurate wage statements in accordance with California law,
24 but, in fact, they did not receive complete and accurate wage statements from Defendants. The
25 deficiencies included, *inter alia*, the failure to include the total number of hours worked by
26 Plaintiffs, the Class, and the Aggrieved Employees.

27 43. Plaintiffs are informed and believe, and based thereon allege, that Defendants
28 knew or should have known that Defendants had to keep complete and accurate payroll records

1 for Plaintiffs, the Class, and the Aggrieved Employees in accordance with California law, but,
2 in fact, did not keep complete and accurate payroll records.

3 Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
4 should have known that Plaintiffs, the Class, and the Aggrieved Employees were
5 entitled to reimbursement for necessary business-related expenses.

6 44. Plaintiffs are informed and believe, and based thereon allege, that Defendants
7 knew or should have known that they had a duty to compensate Plaintiffs, the Class, and the
8 Aggrieved Employees pursuant to California law, and that Defendants had the financial ability
9 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
10 falsely represented to Plaintiffs, the Class, and the Aggrieved Employees that they were
11 properly denied wages, all in order to increase Defendants' profits.

12 45. During the relevant time period, Defendants failed to pay overtime wages to
13 Plaintiffs, the Class, and the Aggrieved Employees for all overtime hours worked. Plaintiffs,
14 the Class, and the Aggrieved Employees were required to work more than eight (8) hours per
15 day and/or forty (40) hours per week without overtime compensation for all overtime hours
16 worked.

17 46. During the relevant time period, Defendants failed to provide all requisite
18 uninterrupted meal and rest periods to Plaintiffs, the Class, and the Aggrieved Employees.

19 47. During the relevant time period, Defendants required Plaintiffs, the Class, and the
20 Aggrieved Employees to remain on Defendants' premises during purported rest periods, thereby
21 failing to relieve them of all employer control.

22 48. During the relevant time period, Defendants failed to pay Plaintiffs, the Class,
23 and the Aggrieved Employees at least minimum wages for all hours worked.

24 49. During the relevant time period, Defendants rounded the work time recorded by
25 Plaintiffs, the Class, and the Aggrieved Employees in a manner that was not fair and neutral on
26 its face and/or that favored Defendants over time, resulting in Plaintiffs, the Class, and the
27 Aggrieved Employees being underpaid for their time worked.

28 50. During the relevant time period, Defendants failed to pay Plaintiffs, the Class,

1 and the Aggrieved Employees all wages owed to them upon discharge or resignation.

2 51. During the relevant time period, Defendants failed to pay Plaintiffs, the Class,
3 and the Aggrieved Employees all wages within any time permissible under California law,
4 including, *inter alia*, California Labor Code section 204.

5 52. During the relevant time period, Defendants failed to provide complete or
6 accurate wage statements to Plaintiffs, the Class, and the Aggrieved Employees.

7 53. During the relevant time period, Defendants failed to keep complete or accurate
8 payroll records for Plaintiffs, the Class, and the Aggrieved Employees.

9 54. During the relevant time period, Defendants failed to reimburse Plaintiff, the
10 Class, and the Aggrieved Employees for all necessary business-related expenses and costs.

11 55. During the relevant time period, Defendants failed to properly compensate
12 Plaintiffs, the Class, and the Aggrieved Employees pursuant to California law in order to
13 increase Defendants' profits.

14 56. California Labor Code section 218 states that nothing in Article 1 of the Labor
15 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
16 due to him [or her] under this article."

17 **FIRST CAUSE OF ACTION**

18 **(Violation of California Labor Code §§ 510 and 1198)**

19 **(Against TRIUMVIRATE ENVIRONMENTAL, INC. and DOES 1 through 100)**

20 57. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1
21 through 49, and each and every part thereof with the same force and effect as though fully set
22 forth herein.

23 58. California Labor Code section 1198 and the applicable Industrial Welfare
24 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
25 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
26 rate of pay, depending on the number of hours worked by the person on a daily or weekly
27 basis.

28 Specifically, the applicable IWC Wage Order provides that Defendants are and were

1 required to pay Plaintiffs and the other class members employed by Defendants, and
2 working more than eight (8) hours in a day or more than forty (40) hours in a
3 workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8)
4 hours in a day or more than forty (40) hours in a workweek.

5 59. The applicable IWC Wage Order further provides that Defendants are and were
6 required to pay Plaintiffs and the other class members overtime compensation at a rate of two
7 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

8 60. California Labor Code section 510 codifies the right to overtime compensation
9 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
10 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
11 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
12 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
13 of work.

14 61. During the relevant time period, Plaintiffs and the other class members worked
15 in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

16 62. During the relevant time period, Defendants intentionally and willfully failed to
17 pay overtime wages owed to Plaintiffs and the other class members.

18 63. Defendants' failure to pay Plaintiffs and the other class members the unpaid
19 balance of overtime compensation, as required by California laws, violates the provisions of
20 California Labor Code sections 510 and 1198, and is therefore unlawful.

21 64. Pursuant to California Labor Code section 1194, Plaintiffs and the other class
22 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
23 attorneys' fees.

24 **SECOND CAUSE OF ACTION**

25 **(Violation of California Labor Code §§ 226.7 and 512(a))**

26 **(Against TRIUMVIRATE ENVIRONMENTAL, INC. and DOES 1 through 100)**

27 65. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
28 through 57, and each and every part thereof with the same force and effect as though fully set

1 forth herein.

2 66. At all relevant times, the IWC Order and California Labor Code sections 226.7
3 and 512(a) were applicable to Plaintiffs' and the other class members' employment by
4 Defendants.

5 67. At all relevant times, California Labor Code section 226.7 provides that no
6 employer shall require an employee to work during any meal or rest period mandated by an
7 applicable order of the California IWC.

8 68. At all relevant times, the applicable IWC Wage Order and California Labor
9 Code section 512(a) provide that an employer may not require, cause or permit an employee to
10 work for a work period of more than five (5) hours per day without providing the employee
11 with a meal period of not less than thirty (30) minutes, except that if the total work period per
12 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
13 consent of both the employer and employee.

14 69. At all relevant times, the applicable IWC Wage Order and California Labor
15 Code section 512(a) further provide that an employer may not require, cause or permit an
16 employee to work for a work period of more than ten (10) hours per day without providing the
17 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except
18 that if the total hours worked is no more than twelve (12) hours, the second meal period may
19 be waived by mutual consent of the employer and the employee only if the first meal period
20 was not waived.

21 70. During the relevant time period, Plaintiffs and the other class members who
22 were scheduled to work for a period of time no longer than six (6) hours, and who did not
23 waive their legally-mandated meal periods by mutual consent, were required to work for
24 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
25 (30) minutes and/or rest period.

26 71. During the relevant time period, Plaintiffs and the other class members who
27 were scheduled to work for a period of time in excess of six (6) hours were required to work
28 for periods longer than five (5) hours without an uninterrupted meal period of not less than

thirty (30) minutes and/or rest period.

72. During the relevant time period, Defendants intentionally and willfully required Plaintiffs and the other class members to work during meal periods and failed to compensate Plaintiffs and the other class members the full meal period premium for work performed during meal periods.

73. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

74. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

75. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against TRIUMVIRATE ENVIRONMENTAL, INC. and DOES 1 through 100)

76. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 68, and each and every part thereof with the same force and effect as though fully set forth herein.

77. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiffs' and the other class members' employment by Defendants.

78. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

79. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as

1 practicable shall be in the middle of each work period” and that the “rest period time shall be
2 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
3 hours or major fraction thereof” unless the total daily work time is less than three and one-half
4 (3 ½) hours.

5 80. During the relevant time period, Defendants required Plaintiffs and other class
6 members to work four (4) or more hours without authorizing or permitting a ten (10) minute
7 rest period per each four (4) hour period worked.

8 81. During the relevant time period, Defendants willfully required Plaintiffs and the
9 other class members to work during rest periods and failed to pay Plaintiffs and the other class
10 members the full rest period premium for work performed during rest periods.

11 82. During the relevant time period, Defendants failed to pay Plaintiffs and the other
12 class members the full rest period premium due pursuant to California Labor Code section
13 226.7.

14 83. Defendants’ conduct violates applicable IWC Wage Orders and California
15 Labor Code section 226.7.

16 84. Pursuant to the applicable IWC Wage Orders and California Labor Code section
17 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one
18 additional hour of pay at the employees’ regular hourly rate of compensation for each work
19 day that the rest period was not provided.

20 **FOURTH CAUSE OF ACTION**

21 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

22 **(Against TRIUMVIRATE ENVIRONMENTAL, INC. and DOES 1 through 100)**

23 85. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
24 through 77, and each and every part thereof with the same force and effect as though fully set
25 forth herein.

26 86. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
27 provide that the minimum wage to be paid to employees, and the payment of a lesser wage
28 than the minimum so fixed is unlawful.

87. During the relevant time period, Defendants failed to pay minimum wage to Plaintiffs and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

88. Defendants' failure to pay Plaintiffs and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiffs and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

89. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

90. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against TRIUMVIRATE ENVIRONMENTAL, INC. and DOES 1 through 100)

91. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 83, and each and every part thereof with the same force and effect as though fully set forth herein.

92. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

1 93. During the relevant time period, Defendants intentionally and willfully failed to
2 pay Plaintiff Porter and the other class members who are no longer employed by Defendants
3 their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants'
4 employ.

5 94. Defendants' failure to pay Plaintiff Porter and the other class members who are
6 no longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
7 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
8 201 and 202.

9 95. California Labor Code section 203 provides that if an employer willfully fails to
10 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
11 shall continue as a penalty from the due date thereof at the same rate until paid or until an
12 action is commenced; but the wages shall not continue for more than thirty (30) days.

13 96. Plaintiff Porter and the other class members are entitled to recover from
14 Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day
15 maximum pursuant to California Labor Code section 203.

16 **SIXTH CAUSE OF ACTION**

17 **(Violation of California Labor Code § 204)**

18 **(Against TRIUMVIRATE ENVIRONMENTAL, INC. and DOES 1 through 100)**

19 97. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
20 through 89, and each and every part thereof with the same force and effect as though fully set
21 forth herein.

22 98. At all times herein set forth, California Labor Code section 204 provides that all
23 wages earned by any person in any employment between the 1st and 15th days, inclusive, of
24 any calendar month, other than those wages due upon termination of an employee, are due and
25 payable between the 16th and the 26th day of the month during which the labor was
26 performed.

27 99. At all times herein set forth, California Labor Code section 204 provides that all
28 wages earned by any person in any employment between the 16th and the last day, inclusive,

of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

100. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

101. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

102. Plaintiffs and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against TRIUMVIRATE ENVIRONMENTAL, INC. and DOES 1 through 100)

103. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 95, and each and every part thereof with the same force and effect as though fully set forth herein.

104. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is 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. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions

1 shall be kept on file by the employer for at least three years at the place of employment or at a
2 central location within the State of California.

3 105. Defendants have intentionally and willfully failed to provide Plaintiffs and the
4 other class members with complete and accurate wage statements. The deficiencies include,
5 but are not limited to: the failure to include the total number of hours worked by Plaintiffs and
6 the other class members.

7 106. As a result of Defendants' violation of California Labor Code section 226(a),
8 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
9 protected rights.

10 107. More specifically, Plaintiffs and the other class members have been injured by
11 Defendants' intentional and willful violation of California Labor Code section 226(a) because
12 they were denied both their legal right to receive, and their protected interest in receiving,
13 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

14 108. Plaintiffs and the other class members are entitled to recover from Defendants
15 the greater of their actual damages caused by Defendants' failure to comply with California
16 Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
17 employee.

18 109. Plaintiffs and the other class members are also entitled to injunctive relief to
19 ensure compliance with this section, pursuant to California Labor Code section 226(h).

20 **EIGHTH CAUSE OF ACTION**

21 **(Violation of California Labor Code § 1174(d))**

22 **(Against TRIUMVIRATE ENVIRONMENTAL, INC. and DOES 1 through 100)**

23 110. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
24 through 102, and each and every part thereof with the same force and effect as though fully set
25 forth herein.

26 111. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
27 central location in the state or at the plants or establishments at which employees are
28 employed, payroll records showing the hours worked daily by and the wages paid to, and the

1 number of piece-rate units earned by and any applicable piece rate paid to, employees
2 employed at the respective plants or establishments. These records shall be kept in accordance
3 with rules established for this purpose by the commission, but in any case shall be kept on file
4 for not less than two years.

5 112. Defendants have intentionally and willfully failed to keep accurate and complete
6 payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other
7 class members.

8 113. As a result of Defendants' violation of California Labor Code section 1174(d),
9 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
10 protected rights.

11 114. More specifically, Plaintiffs and the other class members have been injured by
12 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
13 they were denied both their legal right and protected interest, in having available, accurate and
14 complete payroll records pursuant to California Labor Code section 1174(d).

15 **NINTH CAUSE OF ACTION**

16 **(Violation of California Labor Code §§ 2800 and 2802)**

17 **(Against TRIUMVIRATE ENVIRONMENTAL, INC. and DOES 1 through 100)**

18 115. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
19 through 107, and each and every part thereof with the same force and effect as though fully set
20 forth herein.

21 116. Pursuant to California Labor Code sections 2800 and 2802, an employer must
22 reimburse its employee for all necessary expenditures incurred by the employee in direct
23 consequence of the discharge of his or her job duties or in direct consequence of his or her
24 obedience to the directions of the employer.

25 117. Plaintiffs and the other class members incurred necessary business-related
26 expenses and costs that were not fully reimbursed by Defendants.

27 118. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the
28 other class members for all necessary business-related expenses and costs.

119. Plaintiffs and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against TRIUMVIRATE ENVIRONMENTAL, INC. and DOES 1 through 100)

120. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 112, and each and every part thereof with the same force and effect as though fully set forth herein.

121. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

122. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

123. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiffs and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor

1 Code sections 226(a), 1174(d), 2800 and 2802.

2 124. As a result of the herein described violations of California law, Defendants
3 unlawfully gained an unfair advantage over other businesses.

4 125. Plaintiffs and the other class members have been personally injured by
5 Defendants' unlawful business acts and practices as alleged herein, including but not
6 necessarily limited to the loss of money and/or property.

7 126. Pursuant to California Business & Professions Code sections 17200, et seq.,
8 Plaintiff and the other class members are entitled to restitution of the wages withheld and
9 retained by Defendants during a period that commences four years preceding the filing of this
10 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section
11 1021.5 and other applicable laws; and an award of costs.

12 **ELEVENTH CAUSE OF ACTION**

13 **Violation of California Labor Code § 2699, Et Seq. ("Private Attorneys General")**
14 **(Against TRIUMVIRATE ENVIRONMENTAL, INC. and DOES 1 through 100s)**

15 127. Plaintiff Fitzmaurice incorporates by reference and re-alleges as if fully stated
16 herein each and every allegation set forth above.

17 128. PAGA expressly establishes that any provision of the California Labor Code
18 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
19 departments, divisions, commissions, boards, agencies or employees for a violation of the
20 California Labor Code, may be recovered through a civil action brought by an aggrieved
21 employee on behalf of himself or herself, and other current or former employees.

22 129. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
23 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is
24 authorized to exercise the same discretion, subject to the same limitations and conditions, to
25 assess a civil penalty.

26 130. Plaintiff Fitzmaurice and the other hourly-paid or non-exempt employees or
27 individuals who performed work for Defendants during the statutory period are "aggrieved
28 employees" as defined by California Labor Code section 2699(c) in that they are all current or

1 former employees of Defendants, and one or more of the alleged violations was committed
2 against them. As set forth in detail above, during all times relevant to this Action, Defendants
3 have routinely subjected Plaintiff Fitzmaurice and the Aggrieved Employees to violations of
4 California Labor Codes by:

5 **Failure to Pay Overtime**

6 131. Defendants' failure to pay legally required overtime wages to Plaintiff
7 Fitzmaurice and the other Aggrieved Employees is in violation of the Wage Orders and
8 constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and
9 1198.

10 **Failure to Provide Meal Periods**

11 132. Defendants' failure to provide legally required meal periods to Plaintiff
12 Fitzmaurice and the other Aggrieved Employees is in violation of the Wage Orders and
13 constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7 and
14 512(a).

15 **Failure to Provide Rest Periods**

16 133. Defendants' failure to provide legally required rest periods to Plaintiff
17 Fitzmaurice and the other Aggrieved Employees is in violation of the Wage Orders and
18 constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

19 **Failure to Pay Minimum Wages**

20 134. Defendants' failure to pay legally required minimum wages to Plaintiff
21 Fitzmaurice and the other Aggrieved Employees is in violation of the Wage Orders and
22 constitutes unlawful or unfair activity prohibited by California Labor Code sections 1194, 1197
23 and 1197.1.

24 **Failure to Timely Pay Wages Upon Termination**

25 135. Defendants' failure to timely pay wages to Plaintiff Fitzmaurice and the other
26 Aggrieved Employees upon termination in accordance with Labor Code sections 201 and 202
27 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and
28 202.

1 **Failure to Timely Pay Wages During Employment**

2 136. Defendants' failure to timely pay wages to Plaintiff Fitzmaurice and the other
3 Aggrieved Employees during employment in accordance with Labor Code section 204
4 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

5 **Failure to Provide Complete and Accurate Wage Statements**

6 137. Defendants' failure to provide complete and accurate wage statements to Plaintiff
7 Fitzmaurice and the other Aggrieved Employees in accordance with Labor Code section 226(a)
8 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

9 **Failure to Keep Complete and Accurate Payroll Records**

10 138. Defendants' failure to keep complete and accurate payroll records relating to
11 Plaintiff Fitzmaurice and the other Aggrieved Employees in accordance with California Labor
12 Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor
13 Code section 1174(d).

14 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

15 139. Defendants' failure to reimburse Plaintiff Fitzmaurice and the other aggrieved
16 employees for necessary business-related expenses and costs in accordance with California
17 Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by
18 California Labor Code sections 2800 and 2802.

19 140. Pursuant to California Labor Code section 2699, Plaintiff Fitzmaurice,
20 individually, and on behalf of all Aggrieved Employees, requests and is entitled to recover from
21 Defendants, and each of them, business expenses, unpaid wages, and/or untimely wages
22 according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section
23 218.5, as well as all statutory penalties against Defendants, and each of them, including but not
24 limited to:

- 25 a. Penalties under California Labor Code section 2699 in the amount of a hundred
26 dollars (\$100) for each aggrieved employee per pay period for the initial violation,
27 and two hundred dollars (\$200) for each aggrieved employee per pay period for
28 each subsequent violation;

- b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each subsequent violation; and
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

141. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: sixty-five percent (65%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and thirty-five percent (35%) to the aggrieved employees.

142. Further, Plaintiff Fitzmaurice is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

143. Plaintiff Fitzmaurice has exhausted her administrative remedies pursuant to Labor Code section 2699.3. On June 3, 2025, Plaintiff Fitzmaurice, through her counsel of record, by online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to the Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that Defendant has violated, including the facts and theories to support the violations, and of Plaintiff Fitzmaurice's intent to bring a claim for civil penalties under PAGA. Plaintiff Fitzmaurice also paid the filing fee required under Labor Code section 2699.3. As of the filing of this Complaint, more than sixty-five (65) days have elapsed since the mailing of Plaintiff Fitzmaurice's June 3, 2025 notice, and the Labor and Workforce

1 Development Agency has not indicated that it intends to investigate the violations discussed in
2 the notice. Accordingly, Plaintiff Fitzmaurice may commence a civil action to recover penalties
3 for herself and other Aggrieved Employees pursuant to Labor Code section 2699.3.

4 **DEMAND FOR JURY TRIAL**

- 5 1. Plaintiffs, individually, and on behalf of other members of the general
6 public similarly situated, request a trial by jury.

7 **PRAYER FOR RELIEF**

8 2. WHEREFORE, Plaintiffs, individually, and on behalf of other members of the
9 general public similarly situated, pray for relief and judgment against Defendants, jointly and
10 severally, as follows:

11 **Class Certification**

- 12 3. That this action be certified as a class action;
13 4. That Plaintiffs be appointed as the representatives of the Class;
14 5. That counsel for Plaintiffs be appointed as Class Counsel; and
15 6. That Defendants provide to Class Counsel immediately the names and most
16 current/last known contact information (address, e-mail and telephone numbers) of all class
17 members.

18 **As to the First Cause of Action**

- 19 7. That the Court declare, adjudge and decree that Defendants violated California
20 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
21 all overtime wages due to Plaintiff and the other class members;
22 8. For general unpaid wages at overtime wage rates and such general and special
23 damages as may be appropriate;
24 9. For pre-judgment interest on any unpaid overtime compensation commencing
25 from the date such amounts were due;
26 10. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
27 California Labor Code section 1194; and
28 11. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

12. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

13. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employees' regular rate of compensation for each workday that a meal period was not provided;

14. For all actual, consequential, and incidental losses and damages, according to proof;

15. For premium wages pursuant to California Labor Code section 226.7(c);

16. For pre-judgment interest on any unpaid wages from the date such amounts were due;

17. For reasonable attorneys' fees and costs of suit incurred herein; and

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

As to the Third Cause of Action

19. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the other class members;

20. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employees' regular rate of compensation for each workday that a rest period was not provided;

21. For all actual, consequential, and incidental losses and damages, according to proof;

22. For premium wages pursuant to California Labor Code section 226.7(c);

23. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

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

1 **As to the Fourth Cause of Action**

2 25. That the Court declare, adjudge and decree that Defendants violated California
3 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
4 Plaintiffs and the other class members;

5 26. For general unpaid wages and such general and special damages as may be
6 appropriate;

7 27. For statutory wage penalties pursuant to California Labor Code section 1197.1
8 for Plaintiffs and the other class members in the amount as may be established according to
9 proof at trial;

10 28. For pre-judgment interest on any unpaid compensation from the date such
11 amounts were due;

12 29. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
13 California Labor Code section 1194(a);

14 30. For liquidated damages pursuant to California Labor Code section 1194.2; and

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

16 **As to the Fifth Cause of Action**

17 32. That the Court declare, adjudge and decree that Defendants violated California
18 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
19 time of termination of the employment of Plaintiffs and the other class members no longer
20 employed by Defendants;

21 33. For all actual, consequential, and incidental losses and damages, according to
22 proof;

23 34. For statutory wage penalties pursuant to California Labor Code section 203 for
24 Plaintiffs and the other class members who have left Defendants' employ;

25 35. For pre-judgment interest on any unpaid compensation from the date such
26 amounts were due; and

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

28 **As to the Sixth Cause of Action**

1 37. That the Court declare, adjudge and decree that Defendants violated California
2 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
3 by California Labor Code section 204 to Plaintiffs and the other class members;

4 38. For all actual, consequential, and incidental losses and damages, according to
5 proof;

6 39. For pre-judgment interest on any unpaid compensation from the date such
7 amounts were due; and

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

9 **As to the Seventh Cause of Action**

10 41. That the Court declare, adjudge and decree that Defendants violated the record
11 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
12 as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized
13 wage statements thereto;

14 42. For actual, consequential and incidental losses and damages, according to proof;

15 43. For statutory penalties pursuant to California Labor Code section 226(e);

16 44. For injunctive relief to ensure compliance with this section, pursuant to
17 California Labor Code section 226(h); and

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

19 **As to the Eighth Cause of Action**

20 46. That the Court declare, adjudge and decree that Defendants violated California
21 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records
22 for Plaintiffs and the other class members as required by California Labor Code section
23 1174(d);

24 47. For actual, consequential and incidental losses and damages, according to proof;

25 48. For statutory penalties pursuant to California Labor Code section 1174.5; and

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

27 **As to the Ninth Cause of Action**

28 50. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other
2 class members for all necessary business-related expenses as required by California Labor
3 Code sections 2800 and 2802;

4 51. For actual, consequential and incidental losses and damages, according to proof;

5 52. For the imposition of civil penalties and/or statutory penalties;

6 53. For reasonable attorneys' fees and costs of suit incurred herein; and

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

8 **As to the Tenth Cause of Action**

9 55. That the Court decree, adjudge and decree that Defendants violated California
10 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the
11 other class members all overtime compensation due to them, failing to provide all meal and
12 rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to
13 Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members'
14 wages timely as required by California Labor Code section 201, 202 and 204 and by violating
15 California Labor Code sections 226(a), 1174(d), 2800 and 2802.

16 56. For restitution of unpaid wages to Plaintiffs and all the other class members and
17 all pre-judgment interest from the day such amounts were due and payable;

18 57. For the appointment of a receiver to receive, manage and distribute any and all
19 funds disgorged from Defendants and determined to have been wrongfully acquired by
20 Defendants as a result of violation of California Business and Professions Code sections
21 17200, et seq.;

22 58. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
23 California Code of Civil Procedure section 1021.5;

24 59. For injunctive relief to ensure compliance with this section, pursuant to
25 California Business and Professions Code sections 17200, et seq.; and

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

27 **As to the Eleventh Cause of Action**

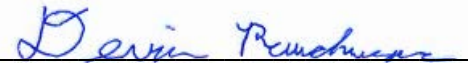
28 61. For civil penalties and wages as permitted by law pursuant to California Labor

1 Code sections 2699(a), (f) and (g) and 558 plus costs and attorneys' fees for violation of
2 California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 551, 552,
3 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800 and 2802; and

4 62. For such other and further relief as the Court may deem equitable and
5 appropriate.

6
7 Dated: September 17, 2025

DOMB & RAUCHWERGER, LLP

8
9 By: 

10 ZACK I. DOMB

11 DEVIN E. RAUCHWERGER

12 ERIC Y. HAHN

Attorneys for Plaintiff

13 Afiya Porter, Monica G. Fitzmaurice,
14 the putative class and the aggrieved
15 employees

**PROOF OF SERVICE
(CCP § 1013(a) and 2015.5)**

I, the undersigned, am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; am employed with Domb & Rauchwerger LLP and my business address is 1055 East Colorado Blvd., Fifth Floor, Pasadena, California 91106. My e-mail address is jessica@dombrauchwerger.com.

On September 23, 2025, I served the foregoing document(s) entitled:

**• FIRST AMENDED CLASS AND REPRESENTATIVE ACTION
COMPLAINT FOR DAMAGES**

on all the appearing and/or interested parties in this action by placing ☐ the original ☒ a true copy thereof enclosed in sealed envelope(s) addressed as follows:

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Attorneys for Plaintiff
Afiya Porter

☒ [by **ELECTRONIC SERVICE**] - Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification address listed above.

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

Executed September 23, 2025, at Sacramento County, California.

Jessica Delgado

Print Name

By:



Signature