

D.LAW, INC.
Emil Davtyan (SBN 299363)
emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Roman Shkodnik (SBN 285152)
r.shkodnik@d.law
Jean Hopkins Power (SBN 326509)
j.power@d.law
450 N Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Fax: (818) 962-6469

Attorneys for Plaintiff JASON STUBBLEFIELD,
on behalf of himself and others similarly situated

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

JASON STUBBLEFIELD, on behalf of
himself and others similarly situated,

Plaintiff,

vs.

PRO-DEX, INC. a Colorado corporation;
SPECIALIST STAFFING SERVICES, INC. ,
a Delaware corporation; and DOES 1 through
50, inclusive

Defendants.

Case No. 30-2025-01498655-CU-OE-CXC

CLASS ACTION

Assigned for All Purposes To:

Hon. Judge David Hoffer
Dept.: CX103

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime
Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code §
226.7;
4. Rest-Break Liability Under Labor Code §
226.7;
5. Violation of Labor Code § 226(a);
6. Failure to Keep Required Payroll
Records Under Labor Code §§ 1174 and
1174.5
7. Reimbursement of Necessary Expenditures
Under Labor Code § 2802;
8. Penalties Pursuant to Labor Code § 203;
9. Violation of Business & Professions Code
§ 17200 *et seq.*; and
10. Penalties under PAGA Labor Code § 2698.

DEMAND FOR JURY TRIAL

Original Complaint Filed: July 15, 2025

Trial Date: None Set

1 Plaintiff JASON STUBBLEFIELD, (hereinafter “Plaintiff”) on behalf of himself and all
2 others similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of himself and all similarly situated current
6 and former employees within the State of California who, at any time four (4) years prior to the
7 filing of this lawsuit, are or were employed as non-exempt hourly employees by Defendants PRO-
8 DEX, INC. a Colorado corporation; SPECIALIST STAFFING SERVICES, INC., a Delaware
9 corporation; and DOES 1 through 50 (all defendants being collectively referred to herein as
10 “Defendants”). Plaintiff alleges that Defendants, and each of them, violated various provisions of
11 the California Labor Code, relevant orders of the Industrial Welfare Commission (IWC), and
12 California Business & Professions Code, and seeks redress.

13 2. Plaintiff is a resident of California and during the time period relevant to this
14 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
15 California at Defendants’ facilities and offices in Irvine, California. Plaintiff and the other Class
16 members worked for Defendants in Orange County and throughout California, and consistently
17 worked at Defendants’ behest without being paid all wages due. More specifically, Plaintiff and
18 the other similarly situated Class members were employed by Defendants and worked at
19 Defendants’ offices and other facilities where the conduct giving rise to the allegations in this
20 Class Action Complaint occurred. Upon information and belief, Plaintiff was employed by
21 Defendants and (1) shared similar job duties and responsibilities, (2) was subjected to the same
22 policies and practices, and (3) endured similar violations at the hands of Defendants as the other
23 Employee Class members who served in similar and related positions.

24 3. Defendants required Plaintiff and the Employees in the Class to work off the clock
25 while remaining under Defendants’ control before and after being on the clock for their daily work
26 shift. Defendants failed to provide Plaintiff and Employees with lawful meal and rest periods, as
27 employees were not provided with the opportunity to take timely, uninterrupted, and duty-free
28 meal and rest periods as required by the Labor Code. Further, Defendants thus failed to pay

1 Plaintiff and the Class members for all hours worked, and provided them with inaccurate wage
2 statements that prevented Plaintiff and the Class from learning of these unlawful pay practices.

4 THE PARTIES

5 A. The Plaintiff

6 4. Plaintiff JASON STUBBLEFIELD has resided in California and during the time
7 period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee
8 within the State of California at Defendants' facilities and offices in California.

9 B. The Defendants

10 5. Defendant PRO-DEX, INC. ("PRO-DEX") a Colorado corporation, is the location
11 where the Plaintiff and Class Members work or worked and the location to which they were
12 assigned. PRO-DEX lists a California address with the California Secretary of State in Irvine,
13 California and employs Plaintiff and the Class members in Orange County, including at
14 Defendants' offices and facilities in Irvine, California, and throughout California and conducts
15 business throughout California.

16 6. Defendant SPECIALIST STAFFING SERVICES, INC., ("SPECIALIST
17 STAFFING SERVICES") is a Delaware corporation, and has been listed on Plaintiff's paystubs.
18 SPECIALITY STAFFING SERVICES employs Plaintiff and Class members in Orange County,
19 including at Defendant PRO-DEX's offices, and throughout California and conducts business
20 throughout California.

21 7. Additionally, under California Labor Code § 2810.3, PRO-DEX shares with
22 SPECIALIST STAFFING SERVICES, and any other staffing agency it uses, in civil
23 responsibility for all workers supplied to PRO-DEX for their collective failure to pay all earned
24 wages. California Labor Code § 2810.3 requires that "A client employer shall share with a labor
25 contractor all civil legal responsibility and civil liability for all workers supplies by that labor
26 contractor for...the payment of wages." A "labor contractor" (here, SPECIALIST STAFFING
27 SERVICES), is defined "as an individual or entity that supplies, either with or without a contract,
28 a client employer with workers to perform labor within the client employer's usual course of

business.” “Client employer” (here PRO-DEX) is defined as “a business entity, regardless of its form, that obtains or is provided workers to perform labor within its usual course of business from a labor contractor.” Upon information and belief, Defendant PRO-DEX, is and has been a client employer within the definition of Labor Code § 2810.3 and shares with SPECIALIST STAFFING SERVICES, the labor contractors, all civil responsibility and civil liability for failure to pay all wages earned by Plaintiff and the Class members.

8. The true names and capacities, whether individual, corporate, associate, or whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in some manner for the unlawful acts referred to herein.

9. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when their identities become known.

10. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, or suffered or permitted Employees to work, or engaged, thereby creating a common law employment relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly employed Employees.

JURISDICTION AND VENUE

11. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California

Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and liabilities giving rise to this lawsuit occurred at least in part in Orange County and Defendants maintain and operate company offices and facilities in Orange County and employ Plaintiff and other Class members in Orange County and throughout California.

FACTUAL BACKGROUND

12. The Employees who comprise the Class, including Plaintiff, are nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire Employees who work in non-exempt positions at the direction of Defendants in the State of California. Plaintiff and the Class members were either not paid by Defendants for all hours worked or were not paid at the appropriate overtime rates. Specifically, Plaintiff and the Employees were forced to work off-the-clock by waiting in line to clock in at the beginning of every shift, which occurred two to three times per week and took several minutes. There were merely three (3) clocks available and only two of them were for employees who worked for Specialist Staffing Services causing the lines of employees to wait to clock in. Employees also performed off-the-clock work due to interrupted and missed meal and rest periods. Employees also worked off-the-clock by answering work-related text messages and phone calls.

13. As a result Plaintiff and the Class members worked shifts over eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at the appropriate overtime rate for all such hours, including by being required to perform work duties and tasks without pay and while off-the-clock which caused overtime to begin accruing before it did in Defendants' timekeeping and payroll systems. As a result, Plaintiff and the Class members worked substantial overtime hours during their employment with Defendants for which they were not compensated, in violation of the California Labor Code and applicable IWC Wage Orders.

14. During the course of Plaintiff and the Class members' employment with Defendants, they were not paid all wages they were owed, including for all work performed and for all overtime hours worked and were forced to work during their meal and rest breaks to keep labor budgets low.

1 15. As a matter of Company culture, Plaintiff and the Class members were required to
2 work during their meal breaks which were not compensated by Defendants in violation of the
3 California Labor Code. Plaintiff and the Class members were also not paid regular wages and
4 overtime for the time they were required to comply with other requirements imposed upon them,
5 which they had to complete while working through their meal breaks and without compensation.

6 16. As a result of the above described off the clock work, and the other wage violations
7 they endured at Defendants' hands, Plaintiff and the Class members were not properly paid for all
8 wages earned and for all wages owed to them by Defendants, including when working more than
9 eight (8) hours in any given day and/or more than forty (40) hours in any given week. As a result
10 of Defendants' unlawful policies and practices, Plaintiff and Class members incurred overtime
11 hours worked for which they were not adequately and completely compensated, in addition to the
12 hours they were required to work off the clock. To the extent applicable, Defendants also failed to
13 pay Plaintiff and the Class members at an overtime rate of 1.5 times the regular rate for the first
14 eight hours of the seventh consecutive work day in a week and overtime payments at the rate of 2
15 times the regular rate for hours worked over eight (8) on the seventh consecutive work day, as
16 required under the Labor Code, applicable IWC Wage Orders.

17 17. Defendants did this, upon information and belief, in connection with other
18 Employees in a concerted effort to limit and restrict overtime incurred by Plaintiff and the other
19 Class members. However, given the off the clock work and issues with meal periods and their
20 timing (discussed below), Plaintiff generally worked beyond eight hours in a shift. As a result of
21 the above-described off the clock work, Defendants failed to pay Plaintiff and Class members
22 overtime for finishing tasks at the end of work shifts, which Defendants did not record in
23 timekeeping.

24 18. Plaintiff was therefore not paid for all his hours worked at the required
25 minimum, overtime and double time wage rates due to Defendants' policy and practice of
26 requiring him to work off the clock and without pay. With work shifts generally scheduled for
27 eight hours or more, this unpaid off the clock work resulted in Plaintiff and the Class members
28 working past eight hours on a shift, which required that they be paid at the correct overtime rate

1 of 1.5 times their regular rate. Defendants thus systematically underpaid Plaintiff and the Class
2 members by failing to pay them at the required overtime rates for all hours over eight in a work
3 shift or over forty in a work week, and all hours over twelve in a day at the required double time
4 rate. Upon information and belief, the Class members were bound by similar scheduling and
5 work policies, which Defendants required them to follow, and endured similar violations at
6 Defendants' hands as Plaintiff.

7 19. Defendants have either failed to maintain timekeeping records for Plaintiff that
8 would permit Plaintiff to discover the nature and extent of the off the clock work Defendants'
9 required and the actual hours Plaintiff worked or have otherwise declined to produce them to
10 Plaintiff in response to a timely and lawful request. By editing time records, or requiring Plaintiff
11 and the Class member to clock in and out for time periods showing less hours than were actually
12 worked or reflecting compliant meal periods that were not provided, and by failing to pay for all
13 hours worked, Defendants have committed knowing and intentional ongoing violations of the
14 record keeping requirements under the Labor Code §§ 226 and 1174.

15 20. Therefore, from at least four years prior to the filing of this lawsuit and
16 continuing to the present, Defendants had a consistent policy or practice of failing to pay
17 Employees for all hours worked and failing to pay minimum wages for all time worked, as
18 required by California law. Also, from at least four years prior to the filing of this lawsuit and
19 continuing to the present, Defendants had a consistent policy or practice of failing to pay
20 Employees overtime compensation at premium overtime rates for all hours worked in excess of
21 eight hours a day and/or forty hours a week, and double-time rates for all hours worked in excess
22 of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC
23 Wage Orders. To the extent Defendants paid Plaintiff and the Class members bonuses, shift
24 differentials and/or other forms of remuneration above and beyond their hourly pay, including
25 bonuses masquerading as commissions, upon information and belief, Defendants miscalculated
26 and therefore underpaid any overtime they paid during these pay periods by failing to include all
27 forms of remuneration in the regular rate used to calculate and pay overtime.

28 21. Additionally from at least four (4) years prior to the filing of this lawsuit and

1 continuing to the present, Defendants have regularly required Employees to work shifts in excess
2 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
3 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
4 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one
5 hour of wages at each Employee’s effective regular rate of pay, for each meal period that
6 Defendants failed to provide or deficiently provided.

7 22. Defendants also failed to provide Plaintiff and the Class members with their
8 required first and second meal periods, and their first, second, and third required rest breaks. The
9 many and different work demands from managers did not permit those working to take their
10 required breaks or complete all required work within the scheduled times. The above described
11 off the clock work and failure to pay for all hours worked also contributed to Defendants’
12 common policy of failing to provide lawful meal periods to Plaintiff and the Class members, as
13 required under the Labor Code and Paragraph 11 of the applicable IWC Wage Order(s).
14 Defendants similarly systematically failed to authorize and permit Plaintiff and the employee
15 Class Members to take all required 10-minute rest breaks, as required under the Labor Code and
16 Paragraph 12 of the IWC Wage Order(s).

17 23. Defendants also failed to schedule rest breaks and meal periods and failed to
18 ensure there was adequate staffing so that Employees could take proper meal periods and rest
19 breaks. Due to the volume of work and demands from managers, Plaintiff and Class members
20 were often unable to take an uninterrupted timely meal period before the start of the fifth hour of
21 work. Plaintiff was constantly interrupted by Defendants’ management during his meal and rest
22 periods which denied Plaintiff compliant uninterrupted meal and rest periods. Moreover, on days
23 when Employees worked beyond ten hours, Defendants failed to provide them with an
24 opportunity to take a second meal period or a third rest breaks. Even when Plaintiff was able to
25 receive a timely first meal period or able to take both rest breaks, these would be interrupted by
26 phone calls, texts, and/or group chat messages he received on his mobile phone from managers
27 and work personnel regarding work-related matters. Defendants’ unlawful communications often
28 compelled Plaintiff and Class members to cut their meal periods and rest breaks short to complete

1 urgent work tasks at the expense of their breaks. Additionally, Defendants prohibited Plaintiff and
2 Class Members from leaving Defendants' premises during work hours preventing Plaintiff and
3 Class Members from being free of all duty during their breaks. Upon information and belief,
4 Defendants failed to compensate Plaintiff and the Class members for the time they were under
5 control of Defendants during their meal periods and rest breaks. Additionally, Defendants failed
6 to record meal periods taken by the Class Members.

7 24. When it came time for a meal period or break, Plaintiff had to ensure that he had
8 completed all his work in a timely manner. Often, the volume of work was so heavy was that it
9 would be impossible for Plaintiff to finish his tasks on time if he took all his required rest breaks.
10 Likewise, due to fast paced nature of the work, Plaintiff was on occasion unable to take a meal
11 period until after his fifth hour of work. On work shifts when Plaintiff typically worked more
12 than ten (10) hours, he was not provided a second meal period or third rest break. Even when
13 Plaintiff was able to take rest breaks or was able to take a timely meal period, his meal periods
14 and rest breaks would be interrupted by phone calls, texts, and/or group chat messages from his
15 supervisors and peers. These communications routinely required that Plaintiff cut his meal
16 periods and rest breaks short to respond to them. Therefore, even when Plaintiff and Class
17 members were provided with timely meal periods and rest breaks, these would frequently be
18 interrupted by work-related calls, texts, or messages which they had to respond to. Accordingly,
19 Defendants' practices and policies often resulted in late and/or interrupted meal periods and
20 missed and/or interrupted rest breaks.

21 25. Defendants thus failed to provide all the legally required unpaid, off-duty meal
22 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class
23 members, as required by the applicable Wage Orders and Labor Code. Defendants did not have a
24 policy or practice which provided or recorded all the legally required unpaid, off-duty meal
25 periods and all the legally required paid, off-duty rest periods to the Plaintiff and the other Class
26 members. Plaintiff and other Class members were required to perform work as ordered by
27 Defendants or otherwise remain under Defendants' control for more than five hours during a shift,
28 or ten hours in a shift, but were often required to do so without receiving a lawful, timely, and

1 duty-free 30-minute meal break. Additionally, as addressed above, Defendants followed a practice
2 of requiring off the clock work in a manner that would impact when Employees were to receive
3 meal periods and rest breaks, thus leading to further violations.

4 26. As a result, Defendants' failure to provide Plaintiff and the Class members with
5 all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
6 periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants have
7 either failed to maintain required records of when meal periods were actually provided or failed to
8 produce them in response to Plaintiff's timely and lawful requests, or else maintained inaccurate
9 and incomplete records. Defendants also failed to pay Employees "premium pay," i.e. one hour of
10 wages at each Employee's effective hourly rate of pay, for each meal period or rest break that
11 Defendants failed to provide or deficiently provided.

12 27. Therefore, for at least four years prior to the filing of this action and through to
13 the present, Plaintiff and the Class members were unable to take off-duty breaks or were otherwise
14 not provided with the opportunity to take required meal breaks due to Defendants' policies and
15 practices. On the occasions when Plaintiff and the Class members were provided with a meal
16 period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were
17 not provided with one hour's wages in lieu thereof. Meal period violations thus occurred in one or
18 more of the following manners:

- 19 (a) Class members were not provided full thirty-minute duty free meal periods
20 for work days in excess of five hours and were not compensated one hour's
21 wages in lieu thereof, all in violation of, among others, Labor Code §§
22 226.7, 512, and the applicable Industrial Welfare Commission Wage
23 Order(s);
- 24 (b) Class members were not provided second full thirty-minute duty free meal
25 periods for work days in excess of ten hours;
- 26 (c) Class members were required to work through at least part of their daily
27 meal period(s);
- 28

(d) Meal periods were provided after five hours of continuous work during a shift; and

(e) Class members were restricted in their ability to take thirty-minute meal period, or were otherwise required to remain under Defendant's control.

28. Defendants also failed to authorize and permit Plaintiff and the Class members to take duty-free, net ten minute rest breaks for ever four hours of shift work, or major fraction thereof. There were similar issues with the required net ten-minute rest breaks Plaintiff and the Class members were not authorized and permitted to take as with meal periods. The work demands placed upon Plaintiff, and the unlawful rounding of and failure to pay for all their hours worked, also manifested in Defendants' failure to authorize and permit duty-free, net ten-minute rest periods.

29. Due to the off the clock work addressed above, rest periods were often provided late and were untimely, or Plaintiff and the Class members were required to work through their breaks or remain under Defendants' control during them. Therefore, the job requirements and duties required of Plaintiff and the Class members manifested in a failure to authorize and permit Class members to take all their required rest breaks. Plaintiff and the other similarly situated Class members were either not authorized and permitted the opportunity to take a rest break, or were required to remain under Defendants' control during them or otherwise had them impermissibly shortened.

30. Defendants' policies and practices thus systematically deny and denied Plaintiff and the Class members full, duty-free ten-minute rest periods and thirty-minute, duty-free meal periods. Employers must permit and authorizes employees to take off-duty rest periods. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time. Plaintiff and the Class members were and are under Defendants' control when they are working through rest breaks or receiving them late or shortened.

31. Plaintiff and the Defendants' Employees in the Class were therefore not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks, and were not provided with one hour's wages in lieu thereof. They

1 were required to remain on-duty during breaks or portions of their breaks, thus making them
2 either untimely or shortened and on-duty, and they were also effectively prevented from leaving
3 the premises during rest breaks under Defendants' policies and practices. Rest period violations
4 therefore arose in one or more of the following manners:

- 5 (a) Class members were required to work without being provided a minimum
6 ten minute rest period for every four hours or major fraction thereof
7 worked and were not compensated one hour of pay at their regular rate of
8 compensation for each workday that a rest period was not provided;
- 9 (b) Class members were not authorized and permitted to take timely rest
10 periods for every four hours worked, or major fraction thereof; and
- 11 (c) Class members were required to remain on-duty and perform work tasks or
12 remain under Defendants' control during rest periods or otherwise had
13 their rest periods interrupted by work demands.

14 32. As a result of the above described illegal policies and practices, Defendants
15 engaged in and enforced the following additional unlawful practices and policies against
16 Plaintiff and the Class members he seeks to represent:

- 17 (a) failing to pay all wages owed to Class members who either were
18 discharged, laid off, or resigned in accordance with the requirements of
19 Labor Code §§ 201, 202, 203;
- 20 (b) failing to pay all wages owed to the Class members twice monthly in
21 accordance with the requirements of Labor Code § 204;
- 22 (c) failing to pay Class members all wages owed, including all meal and rest
23 period premium wages;
- 24 (d) failing to maintain accurate records of Class members' earned wages and
25 meal periods in violation of Labor Code §§ 226 and 1174(d) and section 7
26 of the applicable IWC Wage Orders; and
- 27 (e) failing to produce timekeeping records in response to Plaintiff's timely and
28 lawful request to receive them under these authorities.

1 33. From at least four years prior to the filing of this lawsuit, and continuing to the
2 present, Defendants have also consistently failed to provide Employees with timely, accurate, and
3 itemized wage statements, in writing, as required by California wage-and-hour laws, including by
4 the above-described requirement of off the clock work, unlawful rounding, failure to pay all
5 overtime or pay it at the correct rate, and failure to pay premium wages for unprovided or
6 otherwise unlawful meal and rest breaks. Defendants have also made it difficult to account with
7 precision for the unlawfully withheld wages and meal and rest period compensation owed to
8 Plaintiff and the Class, during the liability period, because they did not implement and preserve a
9 record-keeping method as required for non-exempt employees by California Labor Code §§ 226,
10 1174(d), and paragraph 7 of the applicable California Wage Orders.

11 34. Upon information and belief, time clock punches were not maintained or were
12 not accurately maintained for work shifts and meal periods, which were automatically presumed
13 by Defendants to have been lawfully provided when they were not. Defendants also failed to
14 accurately record and pay for all regular and overtime hours worked by Plaintiff and the Class
15 members. Additionally, Plaintiff was not issued a wage statement by SPECIALIST STAFFING
16 SERVICES or PRO-DEX on a weekly basis with his paycheck, nor did PRO-DEX appear on
17 wage statements provided by SPECIALIST STAFFING SERVICES. The staffing agency thus
18 failed to provide Plaintiff and upon information and belief, Aggrieved Employees, with accurate
19 itemized wage statements with each paycheck covering that pay period. More specifically,
20 Defendants failed to comply with the requirements of Labor Code § 226(a) for items that must be
21 included on wage statements issued to temporary employees, and upon information and belief also
22 failed to comply with Labor Code § 201.3 by failing to timely pay all wages and failing to list all
23 required items of information on wage statements provided to employees. Moreover, the address
24 of SPECIALIST STAFFING SERVICES is not the same on the Plaintiff's and Class members'
25 wage statement as set forth on the California Secretary of State Website. Additionally, Plaintiff
26 was not provided with the opportunity to review his timekeeping records for accuracy and to
27 ensure that he was being paid correctly. Upon information and belief, the other similarly situated
28 Class members endured similar violations and confusion at Defendants' hands.

1 35. Defendants have thus also failed to comply with Labor Code § 226(a), and Labor
2 Code § 201.3, by failing to issue any wage statements and by issuing wage statements that
3 inaccurately reported total hours worked and total wages earned by Plaintiff and the Class
4 members, along with the appropriate applicable rates, among all the other requirements. Plaintiff
5 and Class members are therefore entitled to penalties not to exceed \$4,000.00 for each employee
6 pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the
7 applicable California IWC Wage Orders by failing to maintain time records showing when the
8 employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code
9 § 226.7, and total daily hours worked by itemizing in wage statements all deductions from
10 payment of wages and accurately reporting total hours worked by the Class members. Upon
11 information and belief, Defendants SPECIALIST STAFFING SERVICES and PRO-DEX also
12 failed to provide Employees such as Plaintiff with written notice complying with all the
13 requirements of Labor Code § 2810.5.

14 36. Defendants also required Plaintiff and the Class members to work hours off the
15 clock for which they were not compensated, including during interrupted or otherwise on-duty
16 meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work
17 conducted on a work shift and a workday, as addressed above. Therefore, from at least four years
18 prior to filing this lawsuit and continuing to the present, Defendants have also followed a uniform
19 and consistent policy of failing to pay all wages owed to Plaintiff and other similarly situated
20 Employees at the time of their termination or within seventy-two hours of their resignation, as
21 required by California wage-and-hour laws. In view of the above addressed violations, Defendants
22 have also failed to pay all wages owed to Plaintiff and the Class members twice monthly in
23 accordance with the requirements of Labor Code § 204 or timely under Labor Code § 201.3.
24 Additionally, upon information and belief, Defendant PRO-DEX is and has been a client employer
25 within the definition of Labor Code § 2810.3. Therefore, SPECIALIST STAFFING SERVICES ,
26 the labor contractor, must share all civil legal responsibility and civil liability for the payment of
27 all wages earned by Plaintiff and the Class Members with PRO-DEX.

28 37. Therefore, from at least four (4) years prior to the filing of this lawsuit and

1 continuing to the present, Defendants had a consistent policy or practice of failing to pay
2 Employees for all hours worked and failing to pay minimum wage for all time worked as required
3 by California Law.

4 38. Additionally from at least four (4) years prior to the filing of this lawsuit and
5 continuing to the present, Defendants had a consistent policy or practice of failing to pay
6 Employees overtime compensation at premium overtime rates for all hours worked in excess of
7 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
8 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
9 sections of IWC Wage Orders.

10 39. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
11 continuing to the present, Defendants have consistently failed to keep accurate time and wage
12 records as required by California wage-and-hour laws.

13 40. Additionally, from at least four (4) years prior to the filing of this lawsuit,
14 and continuing to the present, Defendants have consistently failed to provide Employees
15 with timely, accurate, and itemized wage statements as required by California wage-and-
16 hour laws. Specifically, the wage statements given to Employees by Defendants failed to
17 accurately account for wages, overtime, and premium pay for deficient meal periods and
18 rest breaks, all of which Defendants knew or reasonably should have known were owed
19 to Employees, as alleged hereinabove. The wage statements provided to Employees were
20 confusing and required Employees to engage in discovery and refer to outside sources to
21 verify whether their pay was correct and potentially resulting in a miscalculation by the
22 Employees.

23 41. From at least four (4) years prior to the filing of the lawsuit and continuing to the
24 present, Defendants have consistently failed to provide Employees with timely, accurate, and
25 itemized wage statements, in writing, as required by California wage and hour laws.

26 42. From at least four (4) years prior to the filing of this lawsuit and continuing to the
27 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
28 performance of their job duties for Defendants including, but not limited to, the cost of personal

1 cell phone usage, and the costs protective gear, which were necessary to perform their duties under
2 Defendants' employ and which were used throughout the course of Employees' duties under
3 Defendants' employ in violation of Labor Code § 2802.

4 43. From at least four (4) years prior to filing this lawsuit and continuing to the present,
5 Defendants have had a consistent policy of failing to pay all wages fur and owed to Employees at
6 the time of their termination of within seventy-two (72) hours of their resignation, as required by
7 California wage-and-hour laws. Upon information and belief, Plaintiff did not receive his final
8 wages until 11 days after his termination.

9 44. Defendants also failed to maintain facilities or take procedures to relieve Plaintiff
10 and the Class members from the high temperatures they were required to endure during hot
11 weather. Defendants' worksites do not have proper air ventilation and air conditioning. During the
12 summers, the work areas were extremely hot and during the winters, the work areas were
13 extremely cold. By failing to maintain temperatures providing reasonable comfort levels consistent
14 with industry-wide standards for the nature and process of the work performed, Defendants
15 violated paragraph 15 of the applicable IWC Wage Orders, and are entitled to civil penalties as
16 appropriate.

17 45. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
18 Code §§ 201, 202, 203, 204, 226, 226.7, 510, 558, 558.1, 1174, 1174.5, 1185, 1194, 1194.2, 1197,
19 1198, 1199, 2802, 2698 *et. seq.*, and applicable provisions of the IWC Wage Orders.

20 46. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
21 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
22 enjoyed from their violations of Labor Code.

23 CLASS ALLEGATIONS

24 47. Plaintiff brings this class action on behalf of himself and all others similarly
25 situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as
26 follows: "All individuals employed by Defendants, at any time within four (4) years of the filing
27 of this lawsuit, as non-exempt, hourly employees within the State of California.

28 48. Further, plaintiff seeks to represent the following Subclasses composed of and

defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Meal Period Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

d. Subclass 4. Rest Break Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

e. Subclass 5. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

f. Subclass 6. Failure to Timely Pay Wages Twice Monthly Subclass. All Class members who were subject to Defendants' policy and practice of not timely paying all wages earned when they were due and payable at least twice monthly.

g. Subclass 7. Failure to Timely Pay Wages Weekly Subclass. All Class members who were subject to Defendants' policy and practice of not timely paying all wages earned when they were due and payable at least weekly.

h. Subclass 8. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

i. Subclass 9. Failure to Reimburse for Necessary Business Expenditures Subclass. All Class members who were subject to Defendants failing to reimburse for expenses necessarily incurred in the performance of Employees job duties for Defendants which were necessary to perform their duties under Defendants' employ.

1 j. Subclass 10. Termination Pay Subclass. All Class members who, within the
2 applicable limitations period, either voluntarily or involuntarily separated from their employment
3 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
4 termination.

5 k. Subclass 11. UCL Subclass. All Class members who are owed restitution as a
6 result of Defendants' business acts and practices, to the extent such acts and practices are found to
7 be unlawful, deceptive, and/or unfair.

8 49. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
9 modify the class description with greater particularity or further division into subclasses or
10 limitation to particular issues.

11 50. This action has been brought and may properly be maintained as a class action
12 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
13 of interest in litigation and proposed class is easily ascertainable.

14 **A. Numerosity**

15 51. The potential members of the class as defined are so numerous that joinder of all
16 the member of the class is impracticable. While the precise number of class member has not been
17 determined at this time, Plaintiff is informed and believes that, during the time period relevant to
18 this lawsuit, Defendants employed more than 100 individuals within the State of California.

19 52. Accounting for employee turnover during the relevant time period increases this
20 number substantially. Plaintiff alleges that Defendants' employment records will provide
21 information as to the number and location of all class members.

22 **B. Commonality**

23 53. There are questions of law and fact common to the class that predominate over any
24 questions affecting only individual class members. These common questions of law and fact
25 include:

- 26 a. Whether Defendants failed to pay Employees minimum wages;
- 27 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 28 c. Whether Defendants failed to pay Employees overtime as required under Labor

Code § 510;

- d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;
- f. Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;
- g. Whether Defendants violated Labor Code § 201.3 by failing to pay Employees all wages earned at least weekly;
- h. Whether Defendants violated Labor Code § 226(a);
- i. Whether Defendants failed to keep accurate time and wage records;
- j. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- k. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- l. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*; and
- m. Whether Defendants failed to maintain reasonable temperatures in the workplace.

C. Typicality

54. The claims of the named plaintiff are typical of those of the other Employees. Employees all sustained injuries and damages arising out of and caused by Defendant's common course of conducts in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

55. Plaintiff will fairly and adequately represent and protect the interest of Employees. Counsel who represents Employees are experienced and competent in litigating employment class actions.

1 **E. Superiority of Class Action**

2 56. A class action is superior to other available means for the fair and efficient
3 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
4 questions of law and fact common to all Employees predominate over any questions affecting only
5 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
6 Defendants' illegal policies or practices of failing to compensate Employees properly.

7 57. Class action treatment will allow those persons similarly situated to litigate their
8 claims in the manner that is most efficient and economical for the parties and the judicial system.
9 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO PAY MINIMUM WAGES**

12 **(Against All Defendants)**

13 58. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
14 full herein.

15 59. Defendants failed to pay Employees minimum wages for all hours worked.
16 Defendants had a consistent policy of misstating Employees time records and failing to pay
17 Employees for all hours worked. Employees would work hours and not receive wages, including
18 as alleged above in connection with working off the clock by: (1) waiting in line to clock in
19 amongst many employees with only 2 clocks available; (2) being discouraged from and failure to
20 take all rest and meal periods; and (3) answering work-related text messages and phone calls.
21 Defendants thus regularly failed to pay minimum wages to Plaintiff and Class members.
22 Moreover, Defendants did not pay Plaintiff and Employees at the applicable minimum wage for
23 all hours worked Defendants' uniform pattern of unlawful wage and hour practices manifested,
24 without limitation, applicable to the Class as a whole, as a result of implementing a uniform
25 policy and practice that denied accurate compensation to Plaintiff and the other members of the
26 Class as to minimum wage pay.

27 60. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
28 states:

1 The minimum wage for employees fixed by the commission is the
2 minimum wage to be paid to employees, and the payment of a less
3 wage than the minimum so fixed is unlawful.

4 61. The applicable minimum wages fixed by the commission for work during the
5 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
6 therefore entitled to double the minimum wage during the relevant period.

7 62. The minimum wage provisions of California Labor Code are enforceable by private
8 civil action pursuant to California Labor Code § 1194(a) which states:

9 Notwithstanding any agreement to work for a lesser wage, any
10 employee receiving less than the legal minimum wage or the legal
11 overtime compensation applicable to the employee is entitled to
12 recover in a civil action the unpaid balance of the full amount of
13 this minimum wage or overtime compensation, including interest
14 thereon, reasonable attorney's fees and costs of suit.

15 63. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
16 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

17 64. California Labor Code § 1194.2 also provides for the following remedies:

18 In any action under Section 1194 . . . to recover wages because of
19 the payment of a wage less than the minimum wages fixed by an
20 order of the commission, an employee shall be entitled to recover
21 liquidated damages in an amount equal to the wages unlawfully
22 unpaid and interest thereon.

23 65. Defendants have the ability to pay minimum wages for all time worked and have
24 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
25 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

26 66. Additionally, under California Labor Code § 2810.3, PRO-DEX shares with
27 SPECIALIST STAFFING SERVICES, and any other staffing agency it uses, in civil legal
28 responsibility for all workers supplied to PRO-DEX for their collective failure to pay all earned
wages. California Labor Code § 2810.3 requires that "A client employer shall share with a labor
contractor all civil legal responsibility and civil liability for all workers supplied by that labor
contractor for...the payment of wages." A "labor contractor" (here, e.g., SPECIALIST STAFFING
SERVICES) is defined as "an individual or entity that supplies, either with or without a contract, a
client employer with workers to perform labor within the client employer's usual course of

business.” “Client employer” (here PRO-DEX) is defined as “a business entity, regardless of its form, that obtains or is provided workers to perform labor within its usual course of business from a labor contractor.” Upon information and belief, Defendant PRO-DEX is and has been a client employer within the definition of Labor Code § 2810.3 and shares with SPECIALIST STAFFING SERVICES, the labor contractor, all civil legal responsibility and civil liability for the payment of all wages earned by Plaintiffs and the Class Members. PRO-DEX is a joint employer of Plaintiff and some of the Class Members with SPECIALIST STAFFING SERVICES, including for the reasons set forth above. PRO-DEX also directly hires some Class members, including Plaintiff, who were subject to similar policies and practices as those Employees placed with PRO-DEX by SPECIALIST STAFFING SERVICES.

67. Wherefore, Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant to California Labor Code § 1194(a).

SECOND CAUSE OF ACTION

FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

68. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

69. By their conduct, as set forth herein, Defendants violated California Labor Code § 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek.

70. Defendants had a consistent policy of not paying Employees wages for all hours worked including time Employees were consistently required to work off-the-clock in excess of

1 their eight-hour shift by (1) waiting in line to clock in amongst many employees with only 2
2 clocks available; (2) waiting in line to clock back in after meal periods; and (3) answering work-
3 related text messages and phone calls. Furthermore, the uncompensated time included the time
4 Employees worked off-the-clock during meal and rest periods as a result of Defendants' high
5 demand from clients. Therefore, Employees were often not properly compensated, nor were
6 they paid overtime rates for all hours worked in excess of eight hours in a given day, and/or forty
7 hours in a given week.

8 71. Defendants' failure to pay compensation in a timely fashion also constituted a
9 violation of California Labor Code § 204, which requires that all wages shall be paid
10 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
11 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
12 and overtime compensation earned by Employees. Each such failure to make a timely payment of
13 compensation to Employees constitutes a separate violation of California Labor Code § 204.

14 72. Employees have been damaged by these violations of California Labor Code §§
15 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

16 73. Additionally, under California Labor Code § 2810.3, PRO-DEX shares with
17 SPECIALIST STAFFING SERVICES, and any other staffing agency it uses, in civil legal
18 responsibility for all workers supplied to PRO-DEX for their collective failure to pay all earned
19 wages. California Labor Code § 2810.3 requires that "A client employer shall share with a labor
20 contractor all civil legal responsibility and civil liability for all workers supplied by that labor
21 contractor for...the payment of wages." A "labor contractor" (here, e.g., SPECIALIST STAFFING
22 SERVICES) is defined as "an individual or entity that supplies, either with or without a contract, a
23 client employer with workers to perform labor within the client employer's usual course of
24 business." "Client employer" (here PRO-DEX) is defined as "a business entity, regardless of its
25 form, that obtains or is provided workers to perform labor within its usual course of business from a
26 labor contractor." Upon information and belief, Defendant PRO-DEX is and has been a client
27 employer within the definition of Labor Code § 2810.3 and shares with SPECIALIST STAFFING
28 SERVICES, the labor contractor, all civil legal responsibility and civil liability for the payment of all

1 wages earned by Plaintiffs and the Class Members. PRO-DEX is a joint employer of Plaintiff and
2 other Class Members, with SPECIALIST STAFFING SERVICES, including for the reasons set
3 forth above.

4 74. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
5 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
6 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
7 reasonable attorneys' fees and costs.

8 **THIRD CAUSE OF ACTION**

9 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

10 **(Against All Defendants)**

11 75. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
12 full herein.

13 76. Employees regularly worked shifts greater than five (5) hours and greater than ten
14 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
15 more than five (5) hours without providing him or her with a meal period of not less than thirty
16 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
17 meal period of not less than thirty (30) minutes.

18 77. Defendants had a common practice and policy of denying Plaintiff and Employees
19 the opportu

20 78. ity to take 30-minute uninterrupted meal periods, in accordance with California
21 Law. Specifically, Plaintiff and Employees were denied meal periods altogether. Moreover, as
22 discussed above, Defendants had a common policy and practice of requiring plaintiff and
23 Employees to complete work-related assignments during meal periods.

24 79. Moreover, Defendants failed to compensate Employees for each meal period not
25 provided or inadequately provided, as required under Labor Code § 226.7.

26 80. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
27 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
28 period not provided or deficiently provided, a sum to be proven at trial.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FOURTH CAUSE OF ACTION
REST-BREAK LIABILITY UNDER LABOR CODE § 226.7
(Against All Defendants)

81. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in full herein.

82. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift.

83. Defendants have had a common policy and practice of consistently failing to provide Plaintiff and Employees with the opportunity to take paid rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift. Plaintiff and Employees were required to work through their rest breaks, which were systemically denied due to demanding deadlines.

84. Moreover, Defendants did not compensate Employees with an additional hour of pay at each Employee’s effective hourly rate for each day that Defendants failed to provide them with adequate rest breaks, as required under Labor Code § 226.7.

85. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day worked without the required rest breaks, a sum to be proven at trial.

FIFTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

86. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

87. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee’s wages; or, if wages are paid by cash or personal check, these

1 statements may be given to the employee separately from the payment of wages; in either case the
2 employer must give the employee these statements twice a month or each time wages are paid.
3 Here, PRO-DEX failed to provide statements twice per month to their direct employees.
4 SPECIALIST STAFFING SERVICES as a temporary employer failed to pay class members
5 once per week.

6 88. Defendants failed to provide Employees with accurate itemized wage statements in
7 writing, as required by the Labor Code. Specifically, the wage statements given to Employees by
8 Defendants failed to accurately account for wages and overtime, premium pay for deficient meal
9 and rest periods, and reflected incorrect hours worked due to the failure to compensate off-the-
10 clock work all of which Defendants knew or reasonably should have known were owed to
11 Employees, as alleged hereinabove. The wage statements provided to Employees were thus
12 confusing and required Employees to engage in discovery and refer to outside sources to verify
13 whether their pay was correct, potentially resulting in a miscalculation by the Employees.

14 89. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
15 Employees suffered injuries, including among other things confusion over whether they received
16 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
17 forcing them to make mathematical computations to analyze whether the wages paid in fact
18 compensated them correctly for all hours worked.

19 90. Upon information and belief, Defendant PRO-DEX is and has been a client
20 employer within the definition of Labor Code § 2810.3. Therefore, SPECIALIST STAFFING
21 SERVICES, the labor contractor, must share all civil legal responsibility and civil liability for the
22 payment of all wages earned by Plaintiff and the Class Members, with PRO-DEX, including the
23 premium penalty wages owed for Defendants' failure to provide meal periods.

24 91. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
25 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
26 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
27 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
28 award of costs and reasonable attorneys' fees.

SIXTH CAUSE OF ACTION
FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174
AND 1174.5
(Against All Defendants)

92. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

93. California Labor Code § 1174 requires that all employers shall keep accurate time and wage records for all employees. California Labor Code § 1174.5 further requires that any employee suffering injury due to a willful violation of the aforementioned obligations may seek damages, including civil penalties, from the employer.

94. During the course of Plaintiff's and Employees' employment, Defendants consistently failed to maintain accurate time and wage records for Plaintiff and Employees as required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages and overtime as discussed above.

95. Upon information and belief, Defendant PRO-DEX is and has been a client employer within the definition of Labor Code § 2810.3. Therefore, SPECIALIST STAFFING SERVICES, the labor contractor, must share all civil legal responsibility and civil liability for the keeping required payroll records for all wages earned by Plaintiff and the Class Members, with PRO-DEX.

96. Accordingly, Defendants are liable for civil penalties pursuant to the California Labor Code §§ 1174.5. for the three (3) years prior to the filing of this Complaint.

SEVENTH CAUSE OF ACTION
FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES
IN VIOLATION OF LABOR CODE § 2802
(Against All Defendants)

97. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

98. Under Labor Code § 2802(a) an employer must indemnify its employees for all

1 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
2 of his or her duties, or of his or her obedience to the directions of the employer.

3 99. Employees incurred necessary expenditures in the performance of their job duties
4 for Defendants, namely the cost of personal cell phone usage, and the cost of tools and equipment,
5 which were necessary to perform their duties under Defendants' employ. From four (4) years prior
6 to the original filing of this lawsuit and continuing to the present, Defendants consistently failed to
7 reimburse Employees for these necessarily incurred business expenses.

8 100. Upon information and belief, Defendant PRO-DEX is and has been a client
9 employer within the definition of Labor Code § 2810.3. Therefore, SPECIALIST STAFFING
10 SERVICES, the labor contractor, must share all civil legal responsibility and civil liability for the
11 payment of all necessary business expenses incurred by Plaintiff and the Class Members, with PRO-
12 DEX.

13 101. As a result of the unlawful acts of Defendants, Employees have been deprived of
14 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
15 plus interest and penalties thereon, attorneys' fees, and costs.

16 **EIGHTH CAUSE OF ACTION**
17 **VIOLATION OF LABOR CODE § 203**
18 **(Against All Defendants)**

19 102. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
20 full herein.

21 103. Numerous Employees are no longer employed by Defendants; they either quit
22 Defendants' employ or were fired therefrom.

23 104. Defendants failed to pay these Employees all wages due and certain at the time of
24 termination or within seventy-two (72) hours of resignation. For example, Plaintiff was terminated
25 and was not paid wages due at the time of his termination. Plaintiff received payment
26 approximately 11 days later and was not paid waiting time penalties. Plaintiff's final wages paid
27 also failed to include wages for the off-the-clock work discussed above.

28 105. The wages withheld from these Employees by Defendants remained due and owing

1 for more than thirty (30) days from the date of separation of employment.

2 106. Upon information and belief, Defendant PRO-DEX is and has been a client
3 employer within the definition of Labor Code § 2810.3. Therefore, SPECIALIST STAFFING
4 SERVICES , the labor contractor, must share all civil legal responsibility and civil liability for the
5 payment of all wages earned by Plaintiff and the Class Members, with PRO-DEX.

6 107. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
7 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
8 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
9 to thirty (30) days from the date they were due.

10 **NINTH CAUSE OF ACTION**

11 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

12 **(Against All Defendants)**

13 108. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set
14 forth in full herein.

15 109. Plaintiff, on behalf of himself, Employees, and the general public, brings this claim
16 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in
17 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
18 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
19 meaning of Code of Civil Procedure § 1021.5.

20 110. Plaintiff is a "person" within the meaning of Business & Professions Code
21 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
22 relief, restitution, and other appropriate equitable relief.

23 111. Business & Professions Code_§ 17200 *et seq.* prohibits unlawful and unfair
24 business practices.

25 112. Wage-and-hour laws express fundamental public policies. Paying employees their
26 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
27 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
28 to enforce minimum labor standards, to ensure that employees are not required or permitted to

1 work under substandard and unlawful conditions, and to protect law-abiding employers and their
2 employees from competitors who lower costs to themselves by failing to comply with minimum
3 labor standards.

4 113. Defendants have violated statutes and public policies. Through the conduct alleged
5 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
6 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
7 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff,
8 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
9 guaranteed to all employees under the law.

10 114. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
11 violation of the Business & Professions Code § 17200 *et seq.*

12 115. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
13 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
14 care should have known that their conduct was unlawful; therefore their conduct violates the
15 Business & Professions Code § 17200 *et seq.*

16 116. As a proximate result of the above-mentioned acts of Defendants, Employees have
17 been damaged, in a sum to be proven at trial.

18 117. Unless restrained by this Court, Defendants will continue to engage in such
19 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
20 should make such orders or judgments, including the appointment of a receiver, as may be
21 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
22 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
23 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
24 have unlawfully failed to pay.

25 **TENTH CAUSE OF ACTION**

26 **PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ.***

27 **(Against All Defendants)**

28 118. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in

1 full herein.

2 119. Plaintiff and the Employees in the Class are also aggrieved employees as defined
3 under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and
4 either were or are employed by Defendants (“Aggrieved Employees”) during the relevant time
5 period.

6 120. In failing to pay Aggrieved Employees minimum wages and overtime, not
7 providing proper meal and rest periods, failing to provide accurate itemized wage statements, and
8 failing to pay Employees wages upon termination or timely upon resignation, all discussed above,
9 Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required
10 under Labor Code § 204. Defendants also failed to maintain records showing accurate hours
11 worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and
12 paragraph 7 of the applicable IWC Wage Orders.

13 121. As such, Employees seek wages and penalties under Labor Code §§ 2698 and
14 2699 for Defendants’ violation of Labor Code provisions included under Labor Code § 2699.5,
15 including the penalty provisions, without limitation, based, inter alia, on the following California
16 Labor Code sections: 201, 202, 203, 204, 206.5, 226, 226.2, 226.7, 432.5, 510, 512, 558, 1174,
17 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2698 et seq.

18 122. More specifically, after complying with the notice procedures of Labor Code §
19 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General
20 and the other similarly Aggrieved Employees, a PAGA claim for violations of the above-
21 addressed underlying claims and seeking penalties as specified by the applicable corresponding
22 provisions, including as follows:

23 (a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all
24 earned regular pay and minimum wages for regular hours worked and for failure to pay overtime
25 premium wages for overtime hours worked under Labor Code §§ 226.2, 510, 1194(a), 1197, and
26 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking
27 all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510,
28 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys’ fees and costs pursuant

1 to Labor Code § 2699(g)(1);

2 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved
3 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to
4 take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under
5 Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC
6 Wage Order(s) seeking all civil and statutory penalties available and applicable, including under
7 paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,
8 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs
9 pursuant to Labor Code § 2699(g)(1);

10 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide
11 Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to
12 maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226,
13 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking
14 all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e),
15 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order,
16 and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by
17 providing inaccurate wage statements and failing to maintain records as required under Labor
18 Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor
19 Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a
20 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial
21 citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent
22 citation, ...";

23 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at
24 least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204,
25 226.2, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and wages,
26 under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20
27 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code
28 § 2699(g)(1);

1 (e) Failure to Reimburse Necessary Business Expenses: For Defendants' failure to
2 reimburse the necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1,
3 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking
4 civil penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802,
5 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees
6 and costs pursuant to Labor Code § 2699(g)(1); and

7 (f) All Alleged Violations of the IWC Wage Orders and Other Labor Code Sections:
8 For any above addressed violation of the applicable provisions of the IWC Wage Orders, each of
9 which constitute separate violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking
10 penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the
11 applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code §
12 2699(g)(1).

13 123. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also
14 seeks the penalties and remedies set forth in Labor Code § 558, which states:

15 (a) Any employer or other person acting on behalf of an employer who violates, or
16 causes to be violated, a section of this chapter or any provision regulating hours and days of work
17 in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1)
18 For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
19 which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
20 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
21 each pay period for which the employee was underpaid in addition to an amount sufficient to
22 recover underpaid wages...

24 (b) If upon inspection or investigation the Labor Commissioner determines that a
25 person had paid or caused to be paid a wage for overtime work in violation of any provision of this
26 chapter, or any provision regulating hours and days of work in any order of the Industrial Welfare
27 Commission, the Labor Commissioner may issue a citation. The procedures for issuing, contesting,
28 and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for a

violation of this chapter shall be the same as those set out in Section 1197.1.

(c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

124. Plaintiff has exhausted his administrative remedies by submitting a certified letter to the LWDA and Defendants on July 15, 2025 (LWDA-CM-1112113-25) addressing in detail the specific provisions of the Labor Code Defendants have violated and addressing the facts and legal theories to support the alleged violations and requested penalties. The LWDA has not provided notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date of the letter, and Plaintiff adds this claim seeking penalties under the PAGA for the violations addressed herein and in the PAGA Notice letter and the original Complaint.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient rest period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
6. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;
7. For compensatory damages in the amount of the hourly wage made by Employees

1 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
2 years prior to the filing of this action, as may be proven;

3 8. For compensatory damages in the amount of the hourly wage made by Employees
4 for each day requisite rest breaks were not provided or were deficiently provided where no
5 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
6 be proven;

7 9. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

8 10. For restitution and/or damages and penalties for Defendants' failure to pay all
9 wages due twice monthly under Labor Code § 204;

10 11. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
11 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

12 12. For damages and civil penalties as appropriate under Labor Code §§ 1198 and 1199
13 and paragraphs 15 and 20 of the applicable IWC Wage Orders for Defendants' failure to maintain
14 reasonable temperatures in the workplace, as may be proven;

15 13. For penalties pursuant to Labor Code § 1174.5, as may be proven;

16 14. For restitution for unfair competition pursuant to Business & Professions Code
17 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

18 15. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;

19 16. For penalties under Labor Code § 558, as may be proven;

20 17. For compensatory damages in the amount of all previously unreimbursed business
21 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
22 from four (4) years prior to the original filing of this action, as may be proven;

23 18. For an order enjoining Defendants and their agents, servants, and employees, and
24 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
25 duties adumbrated in this Complaint;

26 19. For all general, special, and incidental damages as may be proven;

27 20. For an award of pre-judgment and post-judgment interest;

28 21. For an award providing for the payment of the costs of this suit;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 22. For an award of attorneys' fees; and
- 23. For such other and further relief as this Court may deem proper and just.

DATED: September 18, 2025

D.LAW, INC.

By 
Roman Shkodnik
Jean Hopkins Power
Attorneys for Plaintiff
JASON STUBBLEFIELD
and the putative class

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

DATED: September 18, 2025

D.LAW, INC.

By 
Roman Shkodnik
Jean Hopkins Power
Attorneys for Plaintiff
JASON STUBBLEFIELD
and the putative class

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Suite 840, Glendale, CA 91203.

1. **FIRST AMENDED CLASS ACTION COMPLAINT**
2. **NOTICE AND ACKNOWLEDGMENT OF RECEIPT**

RUTAN & TUCKER, LLP
Edson K. McClellan (SBN 199541)
emcclellan@rutan.com
Noell Rice (SBN 321855)
nrice@rutan.com
18575 Jamboree Road, 9th Floor
Irvine, CA 92612

LITTLER MENDELSON, P.C.
P. Dustin Bodaghi (SBN 271501)
dbodaghi@littler.com
Arya A. Zare (SBN 320653)
azare@littler.com
18565 Jamboree Road, Suite 800
Irvine, CA 92612

[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am “readily familiar” with this firm’s practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

[] (COURTESY COPY BY ELECTRONIC TRANSMISSION) by use of email by scanning the documents and any and all documents and emailing them to email addresses above.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 18, 2025, at Glendale, California.


Akiko Iwata

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28