

July 15, 2025

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128> (copy by certified mail to the below listed Defendants)

Private Attorneys General Act
Attn. PAGA Administrator
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San Francisco, CA 94102

PRO-DEX, INC.
Richard Van Kirk, Agent for Service
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Certified Mail Tracking Number: 9414 8111 0549 5805 8621 88

SPECIALIST STAFFING SERVICES, INC.
CSC Lawyers Incorporating Service
Agent for Service
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SPECIALIST STAFFING SERVICES, INC.
909 Fannin Street
Houston, TX 77010
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Re: Labor Code § 2699 Penalties
Jason Stubblefield v. Pro-Dex, Inc., Specialist Staffing Services, Inc., et al.

Gentlepersons:

This office represents Plaintiff Jason Stubblefield (“Plaintiff”) and other aggrieved employees (collectively “Aggrieved Employees”) for the violation of California Labor Code §§ 201, 202, 203, 204, 226, 510, 558, 558.1, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is twofold: to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.* (“the Act”). Plaintiff wishes to bring a representative action on behalf of himself and the State of California against Defendants Pro-Dex, Inc., a Colorado corporation; Specialist Staffing Services, Inc., a Delaware corporation;;



and DOES 1 through 50 inclusive (defendants being referred to herein collectively as “Defendants”).

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with a copy of Plaintiff’s Class Action Complaint, which is attached to this Notice letter. The Complaint is being concurrently filed in Orange County Superior Court and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The attached Class Action Complaint provides the details of Plaintiff’s class-wide claims and claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

The second purpose of this Notice letter is to provide Pro-Dex, Inc. (“Pro-Dex”) with notice pursuant to Labor Code §2810.3(d) that, upon the running of the 30-day notice period under Section 2810.3 and the running of the PAGA Notice period addressed below, Plaintiff will be adding claims under the Act against Defendants through an appropriate amendment to the attached Class Action Complaint. Plaintiff is asserting against Defendants all claims asserted in the Class Action Complaint, including claims for civil penalties and other relief under the PAGA as articulated in this Notice Letter.

Defendant Specialist Staffing Services, Inc. (“Specialist Staffing Services”) provides professional staffing solutions and connects candidates with job opportunities in a variety of specialties for temporary and contract work. Pro-Dex supplements its labor force by using temporary workers supplied by various temporary staffing agencies, such as named Defendant Specialist Staffing Services. Plaintiff has alleged that these Defendants jointly employed Plaintiff and the putative Class Members and Aggrieved Employees, including those placed by Specialist Staffing Services and any other Labor Contractors (collectively “staffing companies”) to perform work for Specialist Staffing Services’s clients. Plaintiff also asserts that the putative Class Members and Aggrieved Employees encompass both direct hires from Pro-Dex and those whom the staffing companies placed to work for Pro-Dex, as they are all subject to uniform policies and practices and share common contentions as to the alleged violations that have arisen from them.

Plaintiff has therefore alleged that Defendant Pro-Dex is and has been a client employer within the definition of Labor Code § 2810.3 and shares with Specialist Staffing Services and the other staffing companies, i.e., the labor contractors under Labor Code § 2810.3, all civil legal responsibility and civil liability for failure to pay all wages earned and related and derivative claims by Plaintiff and the putative Class Members and Aggrieved Employees. This correspondence also satisfies the notice requirements under Section 2810.3, and the following details and liability theories summarize Plaintiff’s claims and provide notice to Specialist Staffing Services and the other staffing companies under Labor Code 2810.3(d) and firmly



establish they are and have been joint employers of the putative Class members and the Aggrieved Employees with Pro-Dex.

Relevant Facts

The Aggrieved Employees were employed by Defendants as non-exempt employees. Plaintiff is also informed and believes that there are other aggrieved employees employed by Defendants as non-exempt employees within the state of California within the statutory time period who suffer or suffered from the same wage and hour violations outlined below. Defendants had a common policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked. Specifically, Defendants failed to compensate for all hours worked and at the applicable hourly rates. Aggrieved Employees were not paid all wages they were owed, including for all work performed (resulting in “off the clock” work) and for all overtime hours worked. Plaintiff and the Aggrieved Employees 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 (2) 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.

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

Plaintiff was therefore not paid for all his hours worked at the required minimum, overtime and double time wage rates due to Defendants’ policy and practice of requiring him to work off the clock and without pay. With work shifts generally scheduled for eight hours or more, this unpaid off the clock work resulted in Plaintiff and the Aggrieved Employees working past eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times their regular rate. Defendants thus systematically underpaid Plaintiff and the Aggrieved Employees by failing to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day at the required double time rate. Upon information and belief, the Aggrieved Employees were bound by similar scheduling and work policies, which Defendants required them to follow, and endured similar violations at Defendants’ hands as Plaintiff.

Defendants have either failed to maintain timekeeping records for Plaintiff that would permit Plaintiff to discover the nature and extent of the off the clock work Defendants’ required and the



actual hours Plaintiff worked or have otherwise declined to produce them to Plaintiff in response to a timely and lawful request. By editing time records, or requiring Plaintiff and the Aggrieved employees to clock in and out for time periods showing less hours than were actually worked or reflecting compliant meal periods that were not provided, and by failing to pay for all hours worked, Defendants have committed knowing and intentional ongoing violations of the record keeping requirements under the Labor Code §§ 226 and 1174.

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

Defendants also failed to provide Plaintiff and the Aggrieved Employees with their required first and second meal periods, and their first, second, and third required rest breaks. The many and different work demands from managers did not permit those working to take their required breaks or complete all required work within the scheduled times.

The above described off the clock work and failure to pay for all hours worked also contributed to Defendants' common policy of failing to provide lawful meal periods to Plaintiff and the Aggrieved Employees, as required under the Labor Code and Paragraph 11 of the applicable IWC Wage Order(s). Defendants similarly systematically failed to authorize and permit Plaintiff and the employee Aggrieved Employees to take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

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



short to complete urgent work tasks at the expense of their breaks. Additionally, Defendants prohibited Plaintiff and Aggrieved Employees from leaving Defendants' premises during work hours preventing Plaintiff and Aggrieved Employees from being free of all duty during their breaks. Upon information and belief, Defendants failed to compensate Plaintiff and the Aggrieved Employees for the time they were under control of Defendants during their meal periods and rest breaks. Additionally, Defendants failed to record meal periods taken by the Aggrieved Employees.

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

Defendants thus failed to provide all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Aggrieved Employees, as required by the applicable Wage Orders and Labor Code. Defendants did not have a policy or practice which provided or recorded all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to the Plaintiff and the other Aggrieved Employees. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants or otherwise remain under Defendants' control for more than five hours during a shift, or ten hours in a shift, but were often required to do so without receiving a lawful, timely, and duty-free 30-minute meal break. Additionally, as addressed above, Defendants followed a practice of requiring off the clock work in a manner that would impact when Employees were to receive meal periods and rest breaks, thus leading to further violations.

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



Therefore, for at least four years prior to the filing of this action and through to the present, Plaintiff and the Aggrieved Employees were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required meal breaks due to Defendants' policies and practices. On the occasions when Plaintiff and the Aggrieved Employees were provided with a meal period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.

Defendants also failed to authorize and permit Plaintiff and the Aggrieved Employees 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 Aggrieved Employees 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.

Due to the off the clock work addressed above, rest periods were often provided late and were untimely, or Plaintiff and the Aggrieved Employees 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 Aggrieved Employees manifested in a failure to authorize and permit Aggrieved Employees to take all their required rest breaks. Plaintiff and the other similarly situated Aggrieved Employees 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.

Defendants' policies and practices thus systematically deny and denied Plaintiff and the Aggrieved Employees 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 Aggrieved Employees were and are under Defendants' control when they are working through rest breaks or receiving them late or shortened.

Plaintiff and the Aggrieved Employees 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 were required to remain on-duty during breaks or portions of their breaks, thus making them either untimely or shortened and on-duty, and they were also effectively prevented from leaving the premises during rest breaks under Defendants' policies and practices.

Defendants have also consistently failed to provide Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws, including by the above-described requirement of off the clock work, unlawful rounding, failure to pay all overtime or pay it at the correct rate, and failure to pay premium wages for unprovided or otherwise unlawful meal and rest breaks. Defendants have also made it difficult to account with



precision for the unlawfully withheld wages and meal and rest period compensation owed to Plaintiff and the Aggrieved Employees, during the liability period, because they did not implement and preserve a record-keeping method as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders.

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

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

Defendants also required Plaintiff and the Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday, as addressed above. Therefore, from at least four years prior to



filing this lawsuit and continuing to the present, Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff and other similarly situated Employees at the time of their termination or within seventy-two hours of their resignation, as required by California wage-and-hour laws. In view of the above addressed violations, Defendants have also failed to pay all wages owed to Plaintiff and the Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204 or timely under Labor Code § 201.3. Additionally, 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 payment of all wages earned by Plaintiff and the Aggrieved Employees with PRO-DEX.

Therefore, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked and failing to pay minimum wage for all time worked as required by California Law. Additionally, Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked in excess of eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders.

Moreover, Defendants have consistently failed to keep accurate time and wage records as required by California wage-and-hour laws. Defendants have consistently failed to provide Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage and hour laws.

Defendants have failed to reimburse Employees for expenses necessarily incurred in the performance of their job duties for Defendants including, but not limited to, the cost of personal cell phone usage, and the costs protective gear, which were necessary to perform their duties under Defendants' employ and which were used throughout the course of Employees' duties under Defendants' employ in violation of Labor Code § 2802.

Defendants have had a consistent policy of failing to pay all wages fur and owed to Employees at the time of their termination of within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws. Upon information and belief, Plaintiff did not receive his final wages until 11 days after his termination.

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



Plaintiff and Aggrieved Employees complain of the following violations:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

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

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Plaintiff and the Aggrieved 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). Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants’ conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants’ failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants’ conduct as alleged herein was willful, intentional, and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.



Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week as addressed in detail above due to the off-the-clock work. However, Aggrieved Employees were not paid overtime wages for hours worked in excess of eight hours a day or forty in a week. Defendants failed to compensate for all hours worked and at the applicable hourly rates for regular rate, overtime, and double-time pay. Moreover, the uncompensated time, discussed above including off-the-clock work by Aggrieved Employees, was worked by Aggrieved Employees in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees to overtime wages which they were consistently denied, all in violation of Labor Code § 510 and applicable Wage Order provisions.

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

In light of the forgoing, Aggrieved Employees seek to recover penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, and 1194 (and the relevant orders of the Industrial Welfare Commission). Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Meal-Period Liability Under Labor Code §§ 226.7 and 512 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were forced to incur shortened meal periods, were provided



with breaks late and well after the fifth hour of work, could not be relieved to take breaks, or were required to remain on-duty at all times and were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks.

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendant's control, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make.

Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions. Defendants also miscalculated the rate at which they paid any meal period or rest period premiums when Defendant did attempt to pay them, resulting in further violations of section 226.7.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability Under Labor Code § 226.7 and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants provided rest periods untimely or for shortened durations, and Defendants' policies and procedures required Aggrieved Employees to remain under Defendants' control during breaks to respond to job requirements.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558,



including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse for Necessary Business Expenditures in Violation of Labor Code § 2802

Defendants have consistently required Aggrieved Employees to incur necessary business expenses in the execution of their duties under Defendants' employ. Specifically, Defendants have failed to reimburse Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants including, personal cell phone usage, and protective gear, which were necessary to perform their duties under Defendants' employ in violation of Labor Code § 2802. Defendants systematically and uniformly failed to reimburse those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized wage statements in writing. 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 statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. Here, PRO-DEX failed to provide statements twice per month to their direct employees. SPECIALIST STAFFING SERVICES as a temporary employer failed to pay Aggrieved Employees once per week.

Defendants failed to provide accurate itemized wage statements in writing, as required by the Labor Code and paragraph 7 of the applicable IWC Wage Orders. Any wage statements given to Employees by Defendants necessarily failed to accurately account for wages, overtime, and premium pay, including by failing to pay for all hours worked, failure to pay for all overtime hours worked or at the correct rate of pay and for providing deficient meal and rest breaks, all of which Defendants knew or reasonably should have known were owed to the Employees, as alleged above.

As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and



forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages and overtime, as discussed above. As a result, the wage statements failed to accurately list the total hours worked and the applicable hourly rates.

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

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3 which provides that "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226." To the extent that Labor Code § 226.3 applies, Plaintiff also seeks such penalties on behalf of herself and the other Aggrieved Employees.

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages and overtime, Defendants failed to timely pay direct Aggrieved Employees wages on a semimonthly basis and Defendants failed to pay their temporary employees on a weekly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.

Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of misstating Employees time records and failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with working off the clock by: (1) waiting in line to clock in amongst many



employees with only 2 clocks available; (2) being discouraged from and failure to take all rest and meal periods; and (3) answering work-related text messages and phone calls. Defendants thus regularly failed to pay minimum wages to Plaintiff and Class members. Moreover, Defendants did not pay Plaintiff and Employees at the applicable minimum wage for all hours worked Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other members of the Class as to minimum wage pay.

Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204. Additionally, by not providing wage statements as required under § 204, Defendants systematically violated Labor Code § 226.

Given the above described off-the-clock work, Plaintiff was not paid at the correct overtime rate for all hours he worked after eight hours into a shift or over forty in a work week and was not paid all double time owed either. Defendants' uniformly applied payroll policies and practices thus resulting in further systematic and ongoing violations of Labor Code § 204. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees, and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194.

In failing to pay Aggrieved Employees minimum wages and overtime and off the clock work, by failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, discussed herein, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Failure to Keep Records In Accordance With Labor Code § 1174

Section 1174 requires employers to keep records showing payroll records and the hours worked daily by and the wages paid to employees. Failing to pay Aggrieved Employees proper wages, overtime, double time, premium pay, and by not recoding meal period start and end times, as discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Aggrieved Employees seek to recover penalties pursuant



to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal and rest period, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages fur and owed to Aggrieved Employees at the time of their termination of within seventy-two (72) hours of their resignation, as required by California under Labor Code § 203. For example, Plaintiff was terminated and was not paid his final wages on the day of heistermination. When Plaintiff did receive his final wages, days later, Defendants failed to pay waiting time penalties. Plaintiff's final wages also did not include wages owed for the off-the-clock work discussed above. In light of the forgoing, Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558 and penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Unreasonable and Excessive Warehouse Temperatures

Under the IWC's Wage Order 4, paragraph 15(A), "[t]he temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed." During their employ with Defendants, Plaintiff and Aggrieved Employees worked in facilities with unreasonably excessive temperatures due to Defendants' failure to "take all feasible means to reduce such excessive heat" in violation of Wage Order 4, paragraph 15(A)-(B).



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Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq.*

Plaintiff's PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 226, 510, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802, including as follows:

(a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

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

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiff and the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of



the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

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

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

(f) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

We are constrained to move forward with the filing of this complaint, alleging the causes of action discussed herein, with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Pro-Dex, Inc.; Specialist Staffing Services, Inc.; and any other named Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.



Stubblefield v. Pro-Dex, Inc., et al.

July 15, 2025

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Wherefore we request that you advise us, by certified mail within sixty (60) days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended complaint.

Regards,

D.LAW, INC.

Roman Shkodnik

Jean Hopkins Power

Enclosures:

Cc: Pro-Dex, Inc. and Specialist Staffing Services, Inc. by Certified Mail

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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.

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

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;
and
9. Violation of Business & Professions Code
§ 17200 *et seq.*

DEMAND FOR JURY TRIAL

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 sa

22 3. me policies and practices, and (3) endured similar violations at the hands of
23 Defendants as the other Employee Class members who served in similar and related positions.

24 4. 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 5. 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 6. 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 7. 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 8. 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.

9. 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. Pla

10. intiff 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.

11. 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, hou

12. rs 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

13. 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

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

6 **FACTUAL BACKGROUND**

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

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

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

1 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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 reg

6 24. ular rate of pay, for each meal period that Defendants failed to provide or
7 deficiently provided.

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

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

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

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

22 28. Defendants thus failed to provide all the legally required unpaid, off-duty meal
23 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class
24 members, as required by the applicable Wage Orders and Labor Code. Defendants did not have a
25 policy or practice which provided or recorded all the legally required unpaid, off-duty meal
26 periods and all the legally required paid, off-duty rest periods to the Plaintiff and the other Class
27 members. Plaintiff and other Class members were required to perform work as ordered by
28 Defendants or otherwise remain under Defendants' control for more than five hours during a shift,

1 or ten hours in a shift, but were often required to do so without receiving a lawful, timely, and
2 duty-free 30-minute meal break. Additionally, as addressed above, Defendants followed a practice
3 of requiring off the clock work in a manner that would impact when Employees were to receive
4 meal periods and rest breaks, thus leading to further violations.

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

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

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

(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.

31. 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.

32. 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.

33. 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.

34. 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 35. 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 36. 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 37. 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 38. 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 39. 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 40. 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 41. 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 42. 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 43. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
14 continuing to the present, Defendants have consistently failed to provide Employees with timely,
15 accurate, and itemized wage statements as required by California wage-and-hour laws.
16 Specifically, the wage statements given to Employees by Defendants failed to accurately account
17 for wages, overtime, and premium pay for deficient meal periods and rest breaks, all of which
18 Defendants knew or reasonably should have known were owed to Employees, as alleged
19 hereinabove. The wage statements provided to Employees were confusing and required
20 Employees to engage in discovery and refer to outside sources to verify whether their pay was
21 correct and potentially resulting in a miscalculation by the Employees.

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

25 45. From at least four (4) years prior to the filing of this lawsuit and continuing to the
26 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
27 performance of their job duties for Defendants including, but not limited to, the cost of personal
28 cell phone usage, and the costs protective gear, which were necessary to perform their duties under

Defendants' employ and which were used throughout the course of Employees' duties under Defendants' employ in violation of Labor Code § 2802.

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

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

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

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

CLASS ALLEGATIONS

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

51. Further, plaintiff seeks to represent the following Subclasses composed of and defined as follows:

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

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

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

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

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

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

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

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

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

28 j. Subclass 10. Termination Pay Subclass. All Class members who, within the

1 applicable limitations period, either voluntarily or involuntarily separated from their employment
2 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
3 termination.

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

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

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

13 **A. Numerosity**

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

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

21 **B. Commonality**

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

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

57. 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

58. 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.

E. Superiority of Class Action

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

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

FIRST CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(Against All Defendants)

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

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

63. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states:

The minimum wage for employees fixed by the commission is the

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

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

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

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

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

16 67. California Labor Code § 1194.2 also provides for the following remedies:

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

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

25 69. Additionally, under California Labor Code § 2810.3, PRO-DEX shares with
26 SPECIALIST STAFFING SERVICES, and any other staffing agency it uses, in civil legal
27 responsibility for all workers supplied to PRO-DEX for their collective failure to pay all earned
28 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.

70. 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)

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

72. 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.

73. 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 74. 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 75. 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 76. 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 77. 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 78. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
12 full herein.

13 79. 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 80. Defendants.

19 81. Defendants had a common practice and policy of denying Plaintiff and Employees
20 the opportunity

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

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

27 84. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
28 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal

1 period not provided or deficiently provided, a sum to be proven at trial.

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4 **FOURTH CAUSE OF ACTION**

5 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

6 **(Against All Defendants)**

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

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

12 87. Defendants have had a common policy and practice of consistently failing to
13 provide Plaintiff and Employees with the opportunity to take paid rest breaks of not less than ten
14 (10) minutes for each consecutive four (4) hour shift. Plaintiff and Employees were require

15 88. d to work through their rest breaks, which were systemically denied due to
16 demanding deadlines.

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

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

23 **FIFTH CAUSE OF ACTION**

24 **VIOLATION OF LABOR CODE § 226(a)**

25 **(Against All Defendants)**

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

28 92. California Labor Code § 226(a) requires an employer to furnish each of his or her

1 employees with an accurate, itemized statement in writing showing the gross and net earnings,
2 total hours worked, and the corresponding number of hours worked at each hourly rate; these
3 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
4 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
5 statements may be given to the employee separately from the payment of wages; in either case the
6 employer must give the employee these statements twice a month or each time wages are paid.

7 Here, PRO-DEX failed to provide statements twice per month to their direct employees.

8 SPECIALIST STAFFING SERVICES as a temporary employer failed to pay class members
9 once per week.

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

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

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

28 96. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover

1 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
2 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
3 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
4 award of costs and reasonable attorneys' fees.

5 **SIXTH CAUSE OF ACTION**

6 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**
7 **AND 1174.5**

8 **(Against All Defendants)**

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

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

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

19 100. 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 keeping required payroll records for all wages earned by Plaintiff and the Class Members, with
23 PRO-DEX.

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

26 **SEVENTH CAUSE OF ACTION**

27 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

28 **IN VIOLATION OF LABOR CODE § 2802**

1 **(Against All Defendants)**

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

4 103. Under Labor Code § 2802(a) an employer must indemnify its employees for all
5 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
6 of his or her duties, or of his or her obedience to the directions of the employer.

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

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

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

20 **EIGHTH CAUSE OF ACTION**

21 **VIOLATION OF LABOR CODE § 203**

22 **(Against All Defendants)**

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

25 108. Numerous Employees are no longer employed by Defendants; they either quit
26 Defendants' employ or were fired therefrom.

27 109. Defendants failed to pay these Employees all wages due and certain at the time of
28 termination or within seventy-two (72) hours of resignation. For example, Plaintiff was terminated

1 and was not paid wages due at the time of his termination. Plaintiff received payment
2 approximately 11 days later and was not paid waiting time penalties. Plaintiff's final wages paid
3 also failed to include wages for the off-the-clock work discussed above.

4 110. The wages withheld from these Employees by Defendants remained due and owing
5 for more than thirty (30) days from the date of separation of employment.

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

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

14 **NINTH CAUSE OF ACTION**

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

16 **(Against All Defendants)**

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

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

24 115. Plaintiff is a "person" within the meaning of Business & Professions Code
25 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
26 relief, restitution, and other appropriate equitable relief.

27 116. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
28 business practices.

1 117. Wage-and-hour laws express fundamental public policies. Paying employees their
2 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
3 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
4 to enforce minimum labor standards, to ensure that employees are not required or permitted to
5 work under substandard and unlawful conditions, and to protect law-abiding employers and their
6 employees from competitors who lower costs to themselves by failing to comply with minimum
7 labor standards.

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

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

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

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

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

1 **RELIEF REQUESTED**

2 WHEREFORE, Plaintiff prays for the following relief:

- 3 1. For an order certifying this action as a class action;
- 4 2. For compensatory damages in the amount of the unpaid minimum wages for work
5 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
6 the filing of this action, as may be proven;
- 7 3. For liquidated damages in the amount equal to the unpaid minimum wage and
8 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 9 4. For compensatory damages in the amount of the hourly wage made by Employees
10 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
11 years prior to the filing of this action, as may be proven;
- 12 5. For compensatory damages in the amount of the hourly wage made by Employees
13 for each missed or deficient rest period where no premium pay was paid therefor from four (4)
14 years prior to the filing of this action, as may be proven;
- 15 6. For compensatory damages in the amount of all unpaid wages, including overtime
16 and double-time pay, as may be proven;
- 17 7. For compensatory damages in the amount of the hourly wage made by Employees
18 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
19 years prior to the filing of this action, as may be proven;
- 20 8. For compensatory damages in the amount of the hourly wage made by Employees
21 for each day requisite rest breaks were not provided or were deficiently provided where no
22 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
23 be proven;
- 24 9. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 25 10. For restitution and/or damages and penalties for Defendants' failure to pay all
26 wages due twice monthly under Labor Code § 204;
- 27 11. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
28 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

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

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

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

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

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

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

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

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

20. For an award of attorneys' fees; and

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

DATED: July 15, 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: July 15, 2025

D.LAW, INC.

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