

Nazo Koulloukian, SBN 263809
nazo@koullaw.com
Hilary Silvia, SBN 237993
hilary@koullaw.com
KOUL LAW FIRM, APC
217 S. Kenwood St.
Glendale, CA 91205
Telephone: (213) 325-3032
Facsimile: (818) 561-3938

Attorneys for Plaintiff,
HARRY ELMER NEWKIRK,
and all putative class members

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County of San Diego
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Clerk of the Superior Court
By D. Cortez ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

HARRY ELMER NEWKIRK, individual, on
behalf of himself and all others similarly
situated,

Plaintiff,

vs.

WINCHESTER INTERCONNECT CM CA,
INC. a California corporation and DOES 1-50,
inclusive,

Defendant.

Case No.: 25CU036207C

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. Failure to Pay Wages**
- 2. Failure to Pay All Wages Owed Twice Per Month**
- 3. Failure to Pay Minimum Wage**
- 4. Failure to Pay Wages Due Upon Termination**
- 5. Failure to Provide Compliant Meal Periods**
- 6. Failure to Provide Rest Breaks**
- 7. Failure to Reimburse for Required Business Expenses**
- 8. Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping Requirements**
- 9. Unlawful Business Practices Bus & Prof. Code §17200**
- 10. Private Attorneys General Act Penalties (Lab. Code §2699)**

JURY TRIAL DEMANDED

1 Plaintiff Harry Elmer Newkirk, individually, and on behalf of all others similarly situated,
2 all aggrieved employees, and as Private Attorney General for the State of California (collectively
3 “Plaintiff”), alleges as follows:

4 NATURE OF THE ACTION

5 1. This is an employment class and representative action on behalf of over 50 hourly, non-
6 exempt employees against their employer for violations of numerous wage and hour laws. Plaintiff
7 brings this employment class action complaint on behalf of himself, and all others similarly
8 situated, all aggrieved employees, and as a Private Attorney General for the State of California,
9 against WINCHESTER INTERCONNECT CM CA, INC. and DOES 1-50, inclusive, (hereafter
10 collectively “Defendant” or “Defendants”).

11 2. Defendant WINCHESTER INTERCONNECT CM CA, INC. manufactures high-
12 precision connectors, cable assemblies, and cable. Plaintiff worked for Defendant from February
13 2024 until April 25, 2025 as an hourly, nonexempt IT specialist at Defendant’s San Marcos
14 location. Plaintiff worked as an hourly, nonexempt employee earning approximately \$31.50 at the
15 time of separation.

16 3. As described further below, Defendant has violated the California Labor Code by (1)
17 failing to pay for all hours worked, including overtime hours worked (§200, 204, 206, 206.5, 207,
18 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198); (2) failing to pay all
19 wages owed twice per month (§204, 210); (3) failing to pay minimum wage (§200, 218.5, 226,
20 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199); (4) failing to pay wages due upon termination
21 (§201, 202, 203, 227.3); (5) failing to provide timely and uninterrupted meal periods (§226(a),
22 226.7, 512, 558, 1198); (6) failing to provide rest breaks (§226, 226.7, 512, 558, 1198); (7) failing
23 to reimburse for required business expenses (§1198, 2802); (8) failing to provide accurate itemized
24 wage statements (§226, 1174, 1174.5); (9) unlawful and unfair business practices (Bus. & Prof.
25 Code §17200, *et. seq.*), and (10) penalties under the Private Attorneys General Act (“PAGA”),
26 Labor Code §2698 et seq. Attorney General Act (“PAGA”), Labor Code §2698 et seq.

27 4. The class claims in this action are brought pursuant to Code of Civil Procedure (“CCP”)
28 §382, seeking recovery for unpaid wages, including overtime wages, missed meal and rest period

penalty pay, statutory and waiting time penalties, injunctive and other equitable relief, interest, and reasonable attorneys' fees and costs. Pursuant to the class and representative action procedures provided for under California law, Plaintiff, on behalf of himself and proposed Class Members (also referred to as "Class"), also seek injunctive relief and restitution of all benefits Defendant has received from their unlawful actions as alleged herein. Plaintiff has also provided notice of these claims pursuant to §2698 *et seq.*, to the Labor and Workforce and Development Agency ("LWDA") and now brings this First Amended Complaint, including claims for civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code §2698 *et seq.* Attorney General Act ("PAGA"), Labor Code §2698 *et seq.*

5. The "Class Period" is designated as the four-year period prior to the filing of this Complaint through the date of the final disposition of this action. From the start of the Class Period through the present, Defendant has had a policy and/or practice of among other violations: late and/or interrupted meal breaks, untimely and/or interrupted rest breaks, issuing inaccurate wage statements, and ignoring and violating California wage and hour laws, in their business as more fully set forth below.

6. The "PAGA Period" is defined herein commences one year prior to the date of filing the PAGA Notice letter with the LWDA.

7. Defendant has treated all persons employed in California in such a way as to violate California's laws governing conditions of employment and payment of wages owed. Plaintiff asserts that Defendant has knowingly and with conscious disregard of the law refused to pay the Class Members and aggrieved employees all wages owed, including overtime wages and meal and rest break penalty wages. Defendant has violated numerous Labor Code provisions, as set forth herein. Class Members and aggrieved employees are owed their back pay, plus interest and/or premiums and penalties under Business and Professions Code section 17203 to compensate Class Members and aggrieved employees for the delay in receiving wages due.

8. Defendant, by and through their actions, has engaged in unfair competition, requiring restitution to persons affected and disgorgement of profits so obtained.

THE PARTIES

9. Plaintiff HARRY ELMER NEWKIRK is an individual who resides in California and Plaintiff worked for Defendant from February 2024 until April 25, 2025 as an hourly, nonexempt IT specialist at Defendant's San Marcos location. Plaintiff worked as an hourly, nonexempt employee earning approximately \$31.50 at the time of separation.

10. Defendant WINCHESTER INTERCONNECT CM CA, INC. is a California corporation doing business in California with the capacity to sue and to be sued and doing business, in San Diego County, State of California. Defendant exercised control over the wages, hours, and/or working conditions of Plaintiff and members of the proposed class and aggrieved employees throughout the liability period.

11. Defendant Does 1-50, inclusive, are sued herein under fictitious names. Their true names and capacities are unknown to Plaintiff. When their true names and capacities are ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein. Plaintiff is informed and believe, and thereon alleges, that each of the fictitiously named Defendant is responsible in some manner for the occurrences herein alleged, and that the damages sustained by Plaintiff, Class Members, and aggrieved employees herein alleged were proximately caused by such Doe Defendants.

12. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other members of the Class, and exercised control over their wages, hours, and working conditions. 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, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendants.

JURISDICTION AND VENUE

13. Venue is proper in this judicial district because Defendant conducts business in this County and Defendant has legal obligations to Plaintiff and many of the Class Members and aggrieved employees in this case that arose in this county.

14. The monetary damages, restitution, and statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof

1 at trial. Based on information, investigation, and analysis, Plaintiff alleges that the amount in
2 controversy, including claims for monetary damages, penalties, and attorney's fees, is more than
3 twenty-five thousand dollars (\$25,000) and less than five million dollars (\$5,000,000).

4 The California Superior Court has jurisdiction in this matter because Plaintiff is residents of
5 California and Defendant is incorporated in and/or qualified to do business in California and
6 regularly conduct business in California. Further, there is no federal question at issue as the claims
7 herein are based solely on California law.

8 **CLASS AND REPRESENTATIVE ACTION ALLEGATIONS**

9 15. During the Class Period and PAGA Period, Defendant committed various violations of
10 the California Labor Code, the UCL and the applicable IWC Wage Order, as alleged below in more
11 detail. Defendant enforces multiple policies that violate state law which are intended to increase its
12 own profits to the detriment of its employees.

13 16. Defendant failed to pay for all hours worked, including overtime hours worked.
14 Plaintiff, class members, and aggrieved employees frequently worked off the clock and were
15 routinely subjected to periods wherein they were under the Defendant's control but not
16 compensated for their time. Plaintiff, his fellow class members, and aggrieved employees were
17 frequently contacted off-the-clock by office staff to discuss work related issues. However, they
18 were not permitted to modify their time records to include this time in the hours worked, resulting
19 in unpaid off the clock time, including overtime, worked by Plaintiff and his coworkers. Plaintiff,
20 his fellow class members, and aggrieved employees would periodically have to work through the
21 entirety of their meal breaks. When meal breaks were provided, they were often short or interrupted.

22 17. As a result of the violations alleged herein, Defendant failed to pay all wages owed
23 twice per month.

24 18. As a result of the violations alleged herein, Defendant failed to pay minimum wage.

25 19. As a result of the violations alleged herein, Defendant failed to pay wages due upon
26 termination.

27 20. Defendant failed to maintain a policy and practice that provides its employees with
28 compliant meal periods as required by California law.

1 21. Defendant failed to maintain a policy and practice that provides its employees with rest
2 periods as required by California law.

3 22. Defendant failed to reimburse for required business expenses. Plaintiff, class members,
4 and aggrieved employees were required to use their personal cell phones for work related
5 communications, dual authentication, and clocking into work using the service Paycom. However,
6 Defendant did not reimburse them in any way for the expense of their personal cell phone use.

7 23. Defendant failed to consistently provide timely, accurate, itemized wage statements to
8 employees, as well as maintain accurate records, in accordance with Labor Code §§ 226 and 1174.

9 24. Based upon the above allegations, Defendant from time to time engaged in unfair
10 competition.

11 25. Plaintiff brings this action on behalf of himself, and all other persons similarly situated,
12 all aggrieved employees, and the State of California, to recover from Defendant for failure to
13 comply with California wage and hour laws, and for claims under Business and Professions Code
14 § 17200.

15 26. This action has been brought and may properly be maintained as a class action
16 pursuant to the provisions of Code of Civil Procedure § 382 because the proposed class is
17 ascertainable and there is a well-defined community of interest. Plaintiff is among in excess of 50
18 employees who have been similarly injured by Defendant's unlawful employment policies and
19 practices.

20 27. The "PAGA Period" is defined herein commences one year prior to the date of filing
21 the PAGA Notice letter with the LWDA.

22 28. The PAGA Class, also referred to herein as "aggrieved employees": "All current and
23 former hourly, non-exempt employees of Defendants in California, at any time from one year
24 prior to the filing of the PAGA Notice letter with the LWDA until the resolution of this matter."
25 Plaintiff reserves the right to amend or modify the definition of aggrieved employees with
26 respect to the issues or in any other way.

27 29. The "Relevant Class Period" or proposed "Class Period" as defined herein commences
28 four years prior to the date of filing the Complaint in this action.

1 30. Plaintiff brings this action on their behalf and as a class action under Cal. Code of
2 Civil Procedure §382 on behalf of the following defined groups:

3 31. Proposed Class: “All persons who are employed or have been employed by Defendant
4 in the State of California as hourly, non-exempt workers during the period of the relevant statute
5 of limitations.”

6 32. Proposed Sub-classes are defined below and/or a representative action under Business
7 & Professions Code §§17200 et seq. and Labor Code §2699:

8 A. All persons who are employed or have been employed by Defendant in the State
9 of California as hourly, non-exempt workers during the period of the relevant
10 statute of limitations, who worked one or more shift in excess of five (5) hours.

11 B. All persons who are employed or have been employed by Defendant in the State
12 of California as hourly, non-exempt workers during the period of the relevant
13 statute of limitations, who worked one or more shifts in excess of six (6) hours.

14 C. All persons who are employed or have been employed by Defendant in the State
15 of California as hourly, non-exempt workers during the period of the relevant
16 statute of limitations, who worked one or more shifts in excess of eight (8)
17 hours.

18 D. All persons who are employed or have been employed by Defendant in the State
19 of California as hourly, non-exempt workers during the period of the relevant
20 statute of limitations, who worked one or more shifts in excess of three and one-
21 half hours (3 ½), but less than or equal to six (6) hours.

22 E. All persons who are employed or have been employed by Defendant in the State
23 of California as hourly, non-exempt workers during the period of the relevant
24 statute of limitations, who worked one or more shifts in excess of six (6) hours,
25 but less than or equal to ten (10) hours.

26 F. All persons who are employed or have been employed by Defendant in the State
27 of California as hourly, non-exempt workers during the period of the relevant
28 statute of limitations, who were paid sick pay.

1 G. All persons who are employed or have been employed by Defendant in the State
2 of California as hourly, non-exempt workers during the period of the relevant
3 statute of limitations, who separated their employment from Defendant.

4 H. All persons who are employed or have been employed by Defendant in the State
5 of California as hourly, non-exempt workers during the period of the relevant
6 statute of limitations, who received pay for one or more pay periods.

7 I. All persons who are employed or have been employed by Defendant in the State
8 of California as hourly, non-exempt workers during the period of the relevant
9 statute of limitations, who clocked in and out using a mobile application.

10 33. This action is brought, and may properly be maintained, as a class action under CCP
11 §382 and/or a representative action under Business & Professions Code §§17200 et seq. and Labor
12 Code §2699 because there is a well-defined community of interest in the litigation, and the
13 proposed Class, PAGA Class, and Subclasses (collectively “Class”) are easily ascertainable.

14 34. Numerosity: The Proposed Class is so numerous that joinder of all members is
15 impractical. Plaintiff is informed and believes, and on that basis alleges, that during the relevant
16 time period, Defendant employed over 50 putative Class Members who are geographically
17 dispersed and who satisfy the definition of the proposed Class. As such, a class action is the only
18 available method for the fair and efficient adjudication of this controversy. Membership in the
19 Proposed Class can be easily ascertained by an examination and analysis of employee and payroll
20 records, among other records within Defendant’s possession and control.

21 35. Typicality: Plaintiff’s claims are typical of the claims of the Class Members. Plaintiff,
22 like others similarly situated, were subjected to Defendant’s common, unlawful policies, practices,
23 and procedures described above. The Plaintiff’s positions at the company was typical of those of
24 other Class Members. Plaintiff’s claims are typical of the claims of each Class Member because
25 each have sustained damages arising out of and caused by Defendant’s common course of conduct,
26 as alleged herein. As such, Plaintiff has the same interests in this matter as all members of the
27 Class.
28

1 36. Adequacy: Plaintiff will fairly and adequately protect the interests of the members of
2 the Class. Plaintiff has retained counsel competent and experienced in complex class actions and
3 California labor and employment litigation.

4 37. Commonality: Common questions of law and fact exist, including but not limited to
5 the following:

- 6 i. Whether Defendant violated wage and hour laws by failing to pay for all hours
7 worked including overtime;
- 8 ii. Whether Defendant violated wage and hour laws by failing to pay all wages
9 owed twice per month;
- 10 iii. Whether Defendant violated wage and hour laws by failing to pay minimum
11 wage;
- 12 iv. Whether Defendant violated wage and hour laws by failing to pay wages due
13 upon termination;
- 14 v. Whether Defendant violated wage and hour laws by failing to provide
15 compliant meal periods;
- 16 vi. Whether Defendant's policy and practice concerning meal periods was
17 unlawful;
- 18 vii. Whether Defendant violated wage and hour laws by failing to provide rest
19 breaks;
- 20 viii. Whether Defendant's policy and practice concerning rest breaks was
21 unlawful;
- 22 ix. Whether Defendant violated wage and hour laws by failing to reimburse for
23 required business expenses;
- 24 x. Whether Defendant unlawfully failed to keep and furnish Class Members
25 with accurate, itemized records of hours worked, in violation of Labor Code
26 §§ 226 and 1174;
- 27
- 28

- xi. The proper measure of damages sustained and the proper measure of restitution recoverable by Plaintiff, the Class Members, and Subclass Members;
- xii. Whether the Class Members are entitled to injunctive relief to enjoin any further violations of wage and labor laws;
- xiii. Whether Defendant, and each of them, are/were participants in the alleged unlawful and/or tortious conduct;
- xiv. Whether Defendant's conduct was willful and reckless;
- xv. The effect upon and the extent of injuries suffered by Plaintiff and the Plaintiff Class and the appropriate amount of reimbursement, restitution, damages, or other compensation; and
- xvi. What is the extent of liability of each Defendant, including DOE defendants, to each Class and Subclass member?

38. Superiority: A class action is superior to other available methods of the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation where the damage suffered by individual plaintiffs, while not inconsequential, makes individual actions impracticable given the expenses and burdens associated with seeking individual relief. Prosecuting over 50 identical, individual lawsuits does not promote judicial efficiency or equity and consistency in judicial results. Moreover, the Class is a group of hourly, low-wage earning employees who rely on their wages and requiring that each individual take time away from work to prosecute individual actions would be inequitable and result in undue hardship for the individual Class members and their families. Public policy favors efficient resolution of their claims and uniform enforcement of California Labor laws against entities skirting their legal obligations at the expense of a vulnerable working population.

39. Manageability: Plaintiff is informed and believes that all allegations in this Complaint are capable of being determined on the same evidence and based primarily on review of corporate records and key testimony of Defendant's corporate representatives. To the extent statistical analysis and representative evidence is necessary, Plaintiff and proposed class counsel will employ

competent experts and consultants in the field to determine and review evidence for both issues of liability and damages in a scientifically reliable manner.

40. Plaintiff requests, pursuant to Rule 1857(a)(1) and Rule 3.766 of the California Rules of Court, that the absent Class and Subclass Members be notified by the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The names and address of the Class and Subclass Members are available from Defendant.

FIRST CAUSE OF ACTION

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

Cal. Labor Code §§ 200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, IWC Wage Orders

(Plaintiff Against All Defendants)

41. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

42. Defendant's conduct described in this complaint from time to time violates the provisions of Labor Code §§ 200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, IWC Wage Orders.

43. The Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so." Defendant has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked based on the employees regular rate of pay, as more fully set forth below. Defendant has also failed to pay the required minimum wage for all hours worked, and has failed to pay all wages owed twice per month.

44. Plaintiff and class members have been employed under conditions prohibited by the wage order, and thus Defendant has also violated §§1198 and 1199.

1 45. Off-the-Clock Hours Worked. Plaintiff and class members frequently worked off the
2 clock and were routinely subjected to periods wherein they were under the Defendant's control
3 but not compensated for their time.

4 46. Plaintiff and his fellow class members were frequently contacted off-the-clock by
5 office staff to discuss work related issues. For example, Plaintiff was frequently contacted to
6 discuss work related issues, including to provide support for coworkers. However, they were not
7 permitted to modify their time records to include this time in the hours worked, resulting in unpaid
8 off the clock time, including overtime, worked by Plaintiff and his coworkers.

9 47. Work Performed During Unpaid Meal Periods. As more fully set forth below,
10 Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of "not less
11 than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and
12 512. When employees are required to work through meal periods while off the clock, the result in
13 unpaid hours worked.

14 48. Plaintiff and his fellow class members would periodically have to work through the
15 entirety of their meal breaks. When meal breaks were provided, they were often short or
16 interrupted. For example, Plaintiff's meal breaks were often interrupted by work such as requests
17 by office staff, reinforcing Defendant's failure to adhere to meal period requirements.

18 **SECOND CAUSE OF ACTION**

19 **FAILURE TO PAY ALL WAGES OWED TWICE PER MONTH**

20 Cal. Labor Code §§ 204, 210

21 **(Plaintiff Against All Defendants)**

22 49. Plaintiff incorporates by reference in this cause of action each allegation of the
23 preceding paragraphs as though fully set forth herein.

24 50. Defendant's conduct described in this complaint from time to time violates the
25 provisions of Labor Code §§ 204, 210.

26 51. Defendant was required to pay Plaintiff and class members all wages earned twice
27 during each calendar month pursuant to Labor Code §204(a).
28

52. Defendant failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and premium wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

THIRD CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGE

Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199

(Plaintiff Against All Defendants)

53. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

54. Defendant's conduct described in this complaint from time to time violates the provisions of Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199.

55. Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

56. Defendant failed to pay Plaintiff and class members for all hours worked as a result of Defendant's practices described above. When employees work off the clock, they are paid \$0.00 for that time spent working and are therefore paid below minimum wage. Based on Defendant's unlawful conduct described herein, Defendant's failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §§ 1197, 1197.1, 1199 and the Wage Orders.

FOURTH CAUSE OF ACTION

FAILURE TO PAY WAGES DUE UPON TERMINATION

Cal. Labor Code §§ 201, 202, 203, 227.3

(Plaintiff Against All Defendants)

57. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

1 58. Defendant's conduct described in this complaint from time to time violates the
2 provisions of Labor Code §§ 201, 202, 203, 227.3.

3 59. An employee who is discharged must be paid all of his or her wages, including accrued
4 vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set
5 forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to
6 Plaintiff at the time employment terminated.

7 60. Defendant willfully failed to pay employees who are no longer employed by it all
8 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.
9 Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as
10 waiting time under the terms of §203.

11 **FIFTH CAUSE OF ACTION**

12 **FAILURE TO PROVIDE COMPLIANT MEAL PERIODS**

13 Cal. Labor Code §§ 226 (a), 226.7, 512, 558, 1198, Wage Order

14 (Plaintiff Against All Defendants)

15 61. Plaintiff incorporates by reference in this cause of action each allegation of the
16 preceding paragraphs as though fully set forth herein.

17 62. Defendant's conduct described in this complaint from time to time violates the
18 provisions of Labor Code §§ 226 (a), 226.7, 512, 558, 1198, Wage Order.

19 63. Labor Code §512 provides, "[a]n employer may not employ an employee for a work
20 period of more than five hours per day without providing the employee with a meal period of not
21 less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee
22 to work during any meal... period mandated by an applicable order of the Industrial Welfare
23 Commission." Paragraph 11 of the Wage Order provides, in pertinent part, "[u]nless an employee
24 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on
25 duty' meal period and counted as time worked."

26 64. Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of
27 "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code
28 §§226.7 and 512. When meal periods were noncompliant, Defendant failed to pay all premium

1 pay to Plaintiff and class members at their regular rates of pay. As a derivative claim, Plaintiff
2 alleges that pay statements were inaccurate, failing to include required meal period penalties, thus
3 failing the requirements of Labor Code §226(a).

4 65. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because
5 Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard;
6 (2) did not adequately inform and train employees about their rights to meal periods and premium
7 payments for non-compliant meal periods; (3) did not adequately inform and train employees about
8 when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because
9 Defendant did not staff enough people to schedule all timely and uninterrupted thirty-minute meal
10 periods; (5) because management at various levels, affecting all hourly, non-exempt employees,
11 refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because
12 Defendant unlawfully shaved and/or rounded clock in and clock out times for meal periods.
13 Plaintiff and class members were not paid a premium payment, paid as an hour's wage when meal
14 periods were not given to them in compliance with California law.

15 66. Plaintiff and his coworkers frequently missed their meal breaks. When meal breaks
16 were provided, as discussed above, they were often late, short, or interrupted by work.

17 **SIXTH CAUSE OF ACTION**

18 **FAILURE TO PROVIDE REST BREAKS**

19 Cal. Lab. Code §§226, 226.7, 512, 558, 1198, Wage Orders

20 **(Plaintiff Against All Defendants)**

21 67. Plaintiff incorporates by reference in this cause of action each allegation of the
22 preceding paragraphs as though fully set forth herein.

23 68. Defendant's conduct described in this complaint violates the provisions of Labor Code
24 §§ 226, 226.7, 512, 558, 1198, Wage Orders.

25 69. Defendant failed to maintain a compliant rest period policy and practice that provides
26 its employees with off-duty rest periods as required by California law. Plaintiff reports that
27 employees frequently missed rest periods as a result of Defendant's staffing and business practices,
28 and that rest breaks were not scheduled into daily shifts.

1 70. Rest periods were either less than ten minutes, not provided, interrupted or late, “on
2 duty,” or not scheduled before and after a meal period for shifts greater than six hours, as
3 prescribed by California law because Defendant: (1) did not account for all hours worked that were
4 unaccounted for on their timecard; (2) did not adequately inform and train employees about their
5 rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately
6 inform and train employees about when, where and how to take timely and uninterrupted ten-
7 minute rest breaks; (4) because Defendant did not staff enough people to schedule all timely and
8 uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting
9 all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest
10 break policy.

11 71. The rest period requirement obligates employers to permit and authorize employees to
12 take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish
13 control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5
14 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee’s
15 regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted
16 rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC
17 Wage Order, §12(B) (“If an employer fails to provide an employee a rest period in accordance
18 with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of
19 pay at the employee’s regular rate of compensation for each work day that the rest period is not
20 provided”). Moreover, under California law rest periods must be a “net” ten minutes in a suitable
21 rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein
22 the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a
23 rest area and cannot include time it takes to get to and from the rest area). The employer must show
24 that it clearly articulates the right to a net ten minutes, which means it must clearly communicate
25 what “net” ten minutes means (i.e., regardless of what happens along the way to and from a rest
26 area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v.*
27 *Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to
28 clearly communicate the authorization and permission [to take rest periods] to their employees.”).

1 72. Defendant did not authorize or permit all of its hourly employees to take at least a ten
2 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
3 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks
4 were missed Defendant failed to pay the 1-hour premium, as required.

5 73. Defendant's practices and procedures discouraged rest breaks. Plaintiff and his
6 coworkers were never instructed or permitted to take rest breaks. Plaintiff missed his rest breaks
7 daily as a result of this common practice and procedure.

8 **SEVENTH CAUSE OF ACTION**

9 **FAILURE TO REIMBURSE FOR REQUIRED BUSINESS EXPENSES**

10 Cal. Lab. Code §§1198, 2802

11 (Plaintiff Against All Defendants)

12 74. Plaintiff incorporates by reference in this cause of action each allegation of the
13 preceding paragraphs as though fully set forth herein.

14 75. Defendant's conduct described in this complaint violates the provisions of Labor Code
15 §§ 1198, 2802.

16 76. Labor Code §2802 requires employers to indemnify employees for necessary
17 expenditures or losses incurred by employees in direct consequence of the discharge of duties.

18 77. Plaintiff and class members were required to use their personal cell phones for work
19 related communications, dual authentication, and clocking into work using the service Paycom.
20 However, Defendant did not reimburse them in any way for the expense of their personal cell
21 phone use as required by the Labor Code and requests for reimbursement were denied.

22 **EIGHTH CAUSE OF ACTION**

23 **PAYSTUB AND RECORD KEEPING VIOLATIONS**

24 Cal. Labor Code §§ 226, 1174

25 (Plaintiff Against All Defendants)

26 78. Plaintiff incorporates by reference in this cause of action each allegation of the
27 preceding paragraphs as though fully set forth herein.

1 79. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
2 wage statements to Plaintiff and the Class Members, and maintain accurate records, in accordance
3 with Labor Code §§ 226, 1174.

4 80. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
5 wage statements to Plaintiff and the class members in accordance with Labor Code §§ 226 and
6 keep accurate records as required by §1174(d).

7 81. Derivative of the claims above, the statements provided to Plaintiff and class members,
8 and the records maintained by Defendant, have not accurately reflected actual gross wages earned,
9 including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime
10 pay, sick pay at the correct rate, and pay for meal and rest period premium wages.

11 82. §226 (a) requires:

12 A. An employer, semimonthly or at the time of each payment of wages,
13 shall furnish to his or her employee, either as a detachable part of the check,
14 draft, or voucher paying the employee's wages, or separately if wages are paid
15 by personal check or cash, an accurate itemized statement in writing showing
16 (1) gross wages earned, (2) total hours worked by the employee, except as
17 provided in subdivision (j), (3) the number of piece-rate units earned and any
18 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
19 deductions, provided that all deductions made on written orders of the employee
20 may be aggregated and shown as one item, (5) net wages earned, (6) the
21 inclusive dates of the period for which the employee is paid, (7) the name of the
22 employee and only the last four digits of his or her social security number or an
23 employee identification number other than a social security number, (8) the
24 name and address of the legal entity that is the employer and, if the employer is
25 a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
26 and address of the legal entity that secured the services of the employer, and (9)
27 all applicable hourly rates in effect during the pay period and the corresponding
28 number of hours worked at each hourly rate by the employee...

1 83. Such failures called injury to Plaintiff and others, by, among other things, impeding
2 them from knowing the true legal name of their employer, the total hours worked, and the amount
3 of wages to which they are and were entitled. Defendant knowingly and intentionally failed to
4 accurately itemize the gross wages earned, net wages earned, and total hours worked.

5 **NINTH CAUSE OF ACTION**

6 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF**

7 California Business and Professions Code section 17200, et seq.

8 **(Plaintiff Against All Defendants)**

9 84. Plaintiff incorporates by reference in this cause of action each allegation of the
10 preceding paragraphs as though fully set forth herein.

11 85. Defendant from time to time knowingly committed, and upon information and belief
12 continue to commit, ongoing unlawful business practices within the meaning of the UCL,
13 including, but not limited to unlawful practices as described in the causes of action articulated
14 above, and hereby incorporated herein.

15 86. Plaintiff lost money and property as a result of Defendant's unlawful business practices
16 described above.

17 87. Pursuant to the UCL, Plaintiff and all Class Members are entitled to restitution of
18 money or property acquired by Defendant by means of such unlawful business practices, in
19 amounts not yet known, but to be ascertained at trial.

20 88. Pursuant to the UCL, Plaintiff and Class Members are entitled to injunctive relief
21 against Defendant's ongoing unlawful business practices. If an injunction does not issue enjoining
22 Defendant from engaging in the unlawful business practices described above, Plaintiff and the
23 general public will be irreparably injured.

24 89. Plaintiff has no plain, speedy, and adequate remedy at law. Defendant, if not enjoined
25 by this Court, will continue to engage in the unlawful business practices described above in
26 violation of the UCL, in derogation of the rights of Plaintiff and Class Members and of the general
27 public.
28

1 90. Plaintiff's success in this action will result in the enforcement of important rights
2 affecting the public interest by conferring a significant benefit upon the general public.

3 91. Defendant's numerous violations of local and California law, as well as the other
4 statutory and regulatory violations alleged herein, constitute unlawful business actions and
5 practices in violation of Business and Professions Code § 17200, et seq.

6 92. Pursuant to Business and Professions Code § 17200, et seq., Plaintiff and the Class
7 Members are entitled to restitution of unpaid wages, including overtime, sick pay, and premium
8 wages, among other relief alleged herein, that were withheld and retained by Defendant during a
9 period that commences four years prior to the filing of this action. Plaintiff is further entitled to a
10 permanent injunction requiring Defendant to comply with all provisions of California labor law,
11 including properly paying the lawful rate of pay for all hours worked, properly paying sick pay,
12 providing rest periods to all workers as defined herein, timely paying due wages upon termination,
13 maintaining accurate wages statements and payroll records, in addition to an award of attorneys'
14 fees and costs pursuant to Code of Civil Procedure § 1021.5 and other applicable law, and costs.

15 **TENTH CAUSE OF ACTION**

16 STATUTORY PENALTIES PURSUANT TO PRIVATE ATTORNEYS

17 GENERAL ACT, LABOR CODE §2698 *et seq.* AGAINST ALL DEFENDANTS

18 93. Plaintiff incorporates by reference in this cause of action each allegation of the
19 preceding paragraphs as though fully set forth herein.

20 94. Under the Private Attorneys General Act of 2006, Labor Code §§2698-2699.5, an
21 aggrieved employee, on behalf of herself and other current or former employees, may recover
22 penalties under any provision of the Labor Code that provides for civil penalties. These penalties
23 are in addition to any other relief available under the Labor Code. Plaintiff is an aggrieved
24 employee under PAGA.

25 95. As set forth above, Defendant has committed numerous violations for which the
26 Labor Code provides for penalties, including violations of all applicable Labor Code provisions
27 set forth in the foregoing causes of action. Labor Code §2699.5 identifies the aforementioned
28 Labor Code provisions as statutes to which §2699.3's procedural requirements must be met

1 before a penalty may be assessed under §2699(f). Plaintiff has complied with the procedural
2 requirements specified in §2699.3 by providing written notice to the Defendant and the Labor &
3 Workforce Development Agency (“LWDA”). See Exhibit 1 attached hereto, which is a true and
4 correct copy of the Notice correspondence showing compliance with §2699.3. No notice of
5 intent to investigate the alleged violations was provided within the statutory period.
6 Consequently, Plaintiff has exhausted administrative remedies, and on behalf of themselves and
7 all other aggrieved current and former employees of Defendant. Plaintiff, therefore, now pursues
8 this cause of action as permitted by §2698, et seq.

9 96. Enforcement of statutory provisions enacted to protect workers and to ensure proper
10 and prompt payment of wages due to employees is a fundamental public interest in California.
11 Consequently, Plaintiff’s success in this action will result in the enforcement of important rights
12 affecting the public interest and will confer a significant benefit upon the general public. Private
13 enforcement of the rights enumerated herein is necessary, as no public agency has pursued
14 enforcement. Plaintiff is incurring a financial burden in pursuing this action and it would be
15 against the interests of justice to require payment of attorneys’ fees and costs from any recover
16 that might be obtained herein, pursuant to, inter alia, Labor Code §§2698, *et seq.*, and Code of
17 Civil Procedure §1021.5

18 97. In addition, if Plaintiff succeeds in enforcing these rights affecting the public interest,
19 then attorneys’ fees may be awarded to Plaintiff and against Defendant under Code of Civil
20 Procedure §1021.5 and other applicable law in part, because:

21 **a.** A successful outcome in this action will result in the enforcement of important
22 rights affecting the public interest by requiring Defendant to comply with the wage and hour
23 laws and California’s unfair business practice law;

24 **b.** This action will result in a significant benefit to Plaintiff, the Class, and the
25 general public by bringing to a halt unlawful and/or unfair activity;

26 **c.** Unless this action is prosecuted, members of the Class and general public will not
27 recover those moneys, and many of Defendant’s employees would not be aware that the acts and
28 practices they were subjected to by Defendant were wrongful;

d. Unless this action is prosecuted, Defendant will continue to mislead their employees about the true nature of their rights and remedies under the wage and hour laws; and

98. An award of attorneys' fees and costs is necessary for the prosecution of this action and will result in a benefit to Plaintiff, the Class, aggrieved employees, and to consumers in general, by preventing Defendant from continuing to circumvent the wage and hour statutes and frustrate the long-standing recognition by the California legislature and the courts that such statutes, as pled herein, are not merely a matter of private concern between employer and employee to be eviscerated by considerations of waiver, contributory negligence, good or bad faith, and private agreements. Rather, the wage and hour statutes have been described as a matter of public concern, were designed to provide minimum substantive guarantees to individual workers and are essential to public welfare.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and the Proposed Class, request judgment and the following specific relief against Defendant as follows:

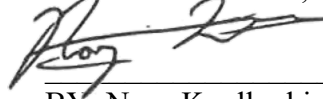
- A. That the Court determine that this action may be maintained as a class action under Code of Civil Procedure § 382;
- B. That the Court determine that this action may be maintained as a PAGA representative action under Cal. Labor Code. §2698 et seq.
- C. Provision of class notice to all members of the Class;
- D. That Defendant is found to have violated the above-referenced provisions of the Labor Code, CCR and the IWC Wage Order as to Plaintiff, Class Members, relevant subclass Members, and aggrieved employees;
- E. For compensatory damages, in an amount according to proof at trial, with interest thereon;
- F. For compensation for not being paid overtime wages;
- G. For compensation for not being paid minimum wage;
- H. For compensation for not being paid all wages owed twice per month;

- 1 I. For compensation for not being paid wages due upon termination;
- 2 J. For compensation for not being provided compliant meal periods;
- 3 K. For compensation for not being provided rest breaks;
- 4 L. For compensation for not being reimbursed for required business expenses;
- 5 M. That Defendant's actions are found to be willful and/or in bad faith to the extent
- 6 necessary under §§ 201, 202, 203, and 558 of the California Labor Code for
- 7 willful failure to pay all compensation owed at the time of separation to
- 8 Plaintiff, Class Members, and aggrieved employees no longer employed by
- 9 Defendant;
- 10 N. That Plaintiff, Class Members, and aggrieved employees receive penalties for
- 11 Defendant's violation of §226 and 1174 of the California Labor Code for willful
- 12 failure to provide and maintain the required accurate and itemized wage
- 13 statements;
- 14 O. That Plaintiff and Class Members receive an award in the amount of unpaid
- 15 wages owed, including interest thereon, and penalties as provided in the Labor
- 16 Code, CCR and Wage Order, including under Labor Code §§ 203, 510, 558,
- 17 and 2698 et seq. subject to proof at trial;
- 18 P. That Defendant be ordered to pay restitution to Plaintiff and Class Members for
- 19 amounts acquired through Defendant's unlawful activities pursuant to Business
- 20 and Professions Code §§ 17200-05 and enjoined to cease and desist from
- 21 unlawful and unfair activities in violation of California Business and
- 22 Professions Code § 17200 et. seq.;
- 23 Q. That Plaintiff and Class Members receive an award of reasonable attorneys'
- 24 fees and costs pursuant to Code of Civil Procedure §1021.5, Labor Code §226,
- 25 218.5, and 1194 and/or applicable laws;
- 26 R. That the Court award penalties pursuant to Labor Code §2698 et seq.
- 27 S. That the Court issue declaratory relief that Defendant's challenged policies are
- 28 unlawful; and

1 T. That the Court order further relief, in law and equity, as it deems appropriate
2 and just.
3

4 DATED: September 8, 2025

KOUL LAW FIRM, APC



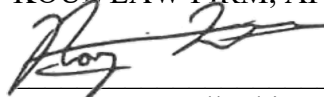
5
6 BY: Nazo Koulloukian, Esq.
7 Attorneys for Plaintiff HARRY ELMER
8 NEWKIRK and putative class members
9

10
11 ***DEMAND FOR JURY TRIAL***

12 Plaintiff, on behalf of himself and the putative class, hereby demands trial by jury to the
13 full extent permitted by law.
14

15 DATED: September 8, 2025

KOUL LAW FIRM, APC



16
17 BY: Nazo Koulloukian, Esq.
18 Attorneys for Plaintiff HARRY ELMER
19 NEWKIRK and putative class members
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EXHIBIT 1



Nazo@Koullaw.com

P (213) 325 - 3032

F (818) 561 - 3938

217 SOUTH KENWOOD ST.

GLENDALE, CA 91205

www.koullaw.com

July 1, 2025

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

Winchester Interconnect CM CA, Inc.
1810 Diamond Street
San Marcos, CA 92078

Re: PAGA Notice Pursuant to California Labor Code §2698 *et seq.*

Claimant: Harry Elmer Newkirk

Employer: Winchester Interconnect CM CA, Inc.

Dear Sir or Madam:

Harry Elmer Newkirk ("Claimant") has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC to represent Claimant, and all other aggrieved employees, for conditions of employment and wage and hour claims against former employer, Winchester Interconnect CM CA, Inc. (hereafter "Employer").

Employer manufactures high-precision connectors, cable assemblies, and cable. Claimant worked for Employer from February 2024 until April 25, 2025 as an hourly, nonexempt IT specialist at Employer's San Marcos location. Claimant worked as an hourly, nonexempt employee earning approximately \$31.50 at the time of separation.

Claimant alleges herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201-203, 204, 208, 216, 221-223, 226, 226.2, 226.7, 245-248.6, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Wage Orders.

During Claimant's employment, Claimant personally experienced the Labor Code violations described below. We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act on behalf of the Labor and Workforce and development Agency and the State of California in a representative

action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3.

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

The Wage Orders define “hours worked” as “the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so.” Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked based on the employees regular rate of pay, as more fully set forth below. Employer has also failed to pay the required minimum wage for all hours worked, and has failed to pay all wages owed twice per month.

Claimant and aggrieved employees have been employed under conditions prohibited by the wage order, and thus Employer has also violated §§1198 and 1199. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Off-the-Clock Hours Worked

Claimant and aggrieved employees frequently worked off the clock and were routinely subjected to periods wherein they were under the Employer’s control but not compensated for their time.

Claimant and his fellow aggrieved employees were frequently contacted off-the-clock by office staff to discuss work related issues. For example, Claimant was frequently contacted to provide IT support. However, they were not permitted to modify their time records to include this time in the hours worked, resulting in unpaid off the clock time, including overtime, worked by Claimant and his coworkers.

Work Performed During Unpaid Meal Periods

As more fully set forth below, Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512.

Claimant and his fellow aggrieved employees would periodically have to work through the entirety of their meal breaks. When meal breaks were provided, they were often short or interrupted. For example, Claimant’s meal breaks were often interrupted by work such as requests for IT support by office staff, reinforcing Employer’s failure to adhere to meal period requirements.

Failure to Pay All Wages Owed Twice Per Month

(Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a).

Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and premium wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

Due to these failures, Employer is liable under Labor Code §204, 210 and 2698 *et seq.* for failure to pay wages as required by law.

Failure to Pay Minimum Wage

(Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer's practices described above. When employees work off the clock, they are paid \$0.00 for that time spent working and are therefore paid below minimum wage. Based on Employer's unlawful conduct described herein, Employer's failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the Wage Orders. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Failure to Pay Wages Due Upon Termination

(Cal. Lab. Code §§201, 202, 203, 227.3 and 2698 *et seq.*)

An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated.

Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimant and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

Failure to Permit Compliant Meal Periods

(Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order)

Labor Code §512 provides, "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare

Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.”

Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. When meal periods were noncompliant, Employer failed to pay all premium pay to Claimant and aggrieved employees at their regular rates of pay. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a).

Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because Employer unlawfully shaved and/or rounded clock in and clock out times for meal periods. Employees were not paid a premium payment, paid as an hour’s wage when meal periods were not given to them in compliance with California law.

Claimant and his coworkers frequently missed their meal breaks. For example, Claimant can recall occasions when he was required to work through the entirety of his meal break. When meal breaks were provided, as discussed above, they were often late, short, or interrupted by work.

Failure to Provide Rest Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq., Wage Orders)

Employer failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Claimant reports that employees frequently missed rest periods as a result of Employer’s staffing and business practices, and that rest breaks were not scheduled into daily shifts.

Rest periods were either less than ten minutes, not provided, interrupted or late, “on duty,” or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Employer did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.").

Employer did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed Employer failed to pay the 1-hour premium, as required.

Employer's practices and procedures discouraged rest breaks. Claimant and his coworkers were never instructed or permitted to take rest breaks. Claimant missed his rest breaks daily.

Failure to Reimburse for Required Business Expenses

(Cal. Labor Code §§1198, 2802, 2698 et seq.)

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of the discharge of duties. Accordingly, Employers are liable for civil penalties under PAGA §2698 *et seq.*

Claimant and aggrieved employees were required to use their personal cell phones for work related communications, dual authentication, and clocking into work using the service Paycom. However, Employer did not reimburse them in any way for the expense of their personal cell phone use as required by the Labor Code and requests for reimbursement were denied.

Failure to Provide Accurate Itemized Wage Statements
(Cal. Labor Code §§ 226, 1174, 2698 *et seq*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d).

Derivative of the claims above, the statements provided to Claimant and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, sick pay at the correct rate, and pay for meal and rest period premium wages.

§226 (a) requires:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

Such failures called injury to Claimant and others, by, among other things, impeding them from knowing the true legal name of their employer, the total hours worked, and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq*.

Conclusion

Employer has violated a number of California wage and hour laws and is therefore liable for civil penalties pursuant to Cal. Labor Code §2698 *et seq.* Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform Claimant if it does not intend to investigate these violations so that Claimant may pursue these claims as a representative action in civil court.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', with a long horizontal flourish extending to the right.

Nazo Koulloukian, Esq.
Attorney for Claimant

PROOF OF SERVICE

Case No. 25CU036207C
Newkirk v. Winchester Interconnect CM CA

I, NADIA CHAVEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 217 South Kenwood Street, Glendale, California 91205.

On September 8, 2025, I served the foregoing document described as:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

 X **BY E-MAIL:** I hereby certify that this document was served from Glendale, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail nadia@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Marlene M. Moffitt
Stephen A. Dolar
**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**
4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122
marlene.moffitt@ogletree.com
stephen.dolar@ogletree.com
kari.cranford@ogletree.com

Attorneys for Defendant
Winchester Interconnect CM CA, Inc.

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

Executed on this September 8, 2025, in Glendale, California.



NADIA CHAVEZ