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Clerk of the Superior Court
By P. Neal ,Deputy Clerk

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO-CENTRAL DIVISION

10 SAVANA PILKINGTON, SYLVIA
11 HERNANDEZ, CINDY
12 CUNNINGHAM, and MARILYN
13 RYCHART, individuals and in their
14 capacity as the State of California's
15 designated proxies under the Private
16 Attorneys General Act (PAGA) and on
17 behalf of others,

Plaintiffs,

vs.

18 CIRCLE K STORES INC., a Texas
19 corporation; and DOES 1 through 10
20 inclusive

Defendants.

) Case No.: 25CU058108C

) Judge: Hon. Evan P. Kirvin

) Dept.: C-69

) **REPRESENTATIVE ACTION**
) **FIRST AMENDED COMPLAINT**
) **PURSUANT TO THE PAGA ONLY**
) **FOR:**

1. Failure to Pay State Minimum/Regular/Local Wages;
2. Failure to Pay State Overtime;
3. Failure to Make Payments Within the Required Time;
4. Meal and Rest Break Labor Code Violations;
5. Failure to Provide Accurate Wage Statements;
6. Failure to Provide and Maintain Records;
7. Failure to Reimburse Work Related Expenses;
8. Failure to Properly Pay Sick Pay; and
9. Claim for miscellaneous Labor Code Violations via the PAGA.

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1 Plaintiffs SAVANA PILKINGTON, SYLVIA HERNANDEZ, CINDY
2 CUNNINGHAM, and MARILYN RYCHART in their capacity as the State of
3 California’s designated proxies under the Private Attorneys General Act and on
4 behalf of Aggrieved Employees (collectively the “Plaintiffs” and/or “Aggrieved
5 Employees”), allege the following:

6 **NATURE OF THE ACTION**

7 1. Plaintiffs are suing in their individual capacities under the Private
8 Attorneys General Act (PAGA) of 2004, as amended, Labor Code §§ 2698, *et seq.*, on
9 behalf of themselves, the State of California, and for all Aggrieved Employees.
10 *Adolph v. Uber Technologies, Inc.*, 14 Cal. 5th 1104 (2023); *Balderas v. Fresh Start*
11 *Harvesting*, 101 Cal. App. 5th 533 (2024).

12 2. This action is exempt from mandatory arbitration pursuant to the *Ending*
13 *Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021* (“EFAA”),
14 9 U.S.C. § 402, because Plaintiff PILKINGTON asserts claims arising from sexual
15 assault and sexual harassment/discrimination.

16 3. Accordingly, any attempt to compel arbitration of this case would be
17 without legal basis and undertaken in bad faith, in violation of California law,
18 including the covenant of good faith and fair dealing and the prohibition against
19 frivolous or dilatory motions. Code Civ. Proc. § 128.7.

20 4. By this action, Plaintiffs seek civil penalties on behalf of themselves and
21 Aggrieved Employees pursuant to the PAGA for Defendants’ violations of the
22 California Labor Code. *Adolph*, 14 Cal. 5th 1104.

23 **JURISDICTION AND VENUE**

24 5. Pursuant to Article VI, § 10 of the California Constitution, subject matter
25 jurisdiction is proper in the Superior Court of California because Plaintiffs allege
26 claims arising under California law.

27 6. This Court has jurisdiction over the Defendants because each is an
28 association, corporation, business entity, or individual that conducts substantial

1 business in the State of California, County of San Diego.

2 7. Pursuant to § 395 of the California Code of Civil Procedure, venue is
3 proper in the Superior Court of California for the County of San Diego because this is
4 where the misconduct occurred, and a plaintiff is not limited to filing only in the
5 county where the work was performed. *Crestwood Behavioral Health, Inc. v.*
6 *Superior Court*, 60 Cal. App. 5th 1069, 1075 (2021).

7 **THE PARTIES**

8 8. The State of California is the real party in interest in a PAGA action. *Kim*
9 *v. Reins Int'l California, Inc.*, 9 Cal. 5th 73, 81 (2020) (the “government entity on
10 whose behalf the plaintiff files suit is always the real party in interest.”).

11 9. Plaintiff SAVANA PILKINGTON is an individual that resides in
12 California.

13 10. Plaintiff SYLVIA HERNANDEZ is an individual that resides in
14 California.

15 11. Plaintiff CINDY CUNNINGHAM is an individual that resided in
16 California during all time relevant, but now resides in Georgia.

17 12. Plaintiff MARILYN RYCHART is an individual that resides in
18 California.

19 13. Defendant CIRCLE K STORES INC. is a Texas corporation doing
20 business in California.

21 14. The true names and capacities, whether individual, corporate, associate,
22 or otherwise of the Defendants named herein as DOES 1 through 50, are unknown to
23 Plaintiffs at this time. Plaintiffs therefore sue said Defendants by such fictitious
24 names pursuant to § 474 of the California Code of Civil Procedure. Plaintiffs will
25 seek leave to amend this Complaint to allege the true names and capacities of DOES
26 1 through 50 when the correct identities are ascertained. Plaintiffs are informed and
27 believe, and based thereon allege, that each of the DOE Defendants is in some manner
28 liable to Plaintiffs for the events and actions alleged herein. All named Defendants

1 and DOES 1 through 50 are collectively referred to as “Defendants.”

2 15. Plaintiffs are informed and believe, and based thereon allege that at all
3 times relevant herein each Defendant was acting as an agent, joint venture, or as an
4 integrated enterprise and/or alter ego for each of the other Defendants, and each was a
5 co-conspirator with respect to the acts and the wrongful conduct alleged herein, so
6 that each is responsible for the acts of the other in connection with the conspiracy and
7 in proximate connection with the other Defendants.

8 16. Plaintiffs are informed and believe, and based thereon allege that each
9 Defendant was acting partly within and partly without the scope and course of their
10 employment, and was acting with the knowledge, permission, consent, and
11 ratification of every other Defendant.

12 17. Plaintiffs are informed and believe, and based thereon allege that each
13 of the Defendants was an agent, managing general partner, managing member, owner,
14 co-owner, partner, employee, and/or representative of each of the Defendants, and
15 were at all times material hereto, acting within the purpose and scope of such agency,
16 employment, contract and/or representation, and that each of them are jointly and
17 severally liable to Plaintiffs for the acts alleged herein

18 18. Plaintiffs are informed and believe, and based thereon allege that each
19 of the Defendants are liable to Plaintiffs under legal theories and doctrines including
20 but not limited to (1) joint employer; (2) integrated enterprise; (3) agency; and/or (4)
21 alter ego, based in part, on the facts set forth below.

22 19. Plaintiffs are informed and believe, and based thereon allege that each of
23 the named Defendants are part of an integrated enterprise and have acted or currently
24 act as the employer and/or joint employer of Plaintiffs, making each of them liable for
25 the wage and hour violations alleged herein.

26 20. Plaintiffs are informed and believe, and based thereon allege, that
27 Defendants DOES 1-100 were a “Client employer” within the meaning of Labor Code
28 § 2810.3(a)(1)(A) and, as such, are jointly liable pursuant to Labor Code § 2810.3.

GENERAL ALLEGATIONS

21. Defendants are in the convenience store business.

22. During all times relevant, the Defendants employed Plaintiffs, as nonexempt employees, in one of its convenience stores in the County of San Diego.

23. The named Plaintiffs are “aggrieved employees” within the meaning of the PAGA because Defendants employed Plaintiffs in California and Plaintiffs experienced one or more of the alleged Labor Code violations committed against the Plaintiffs.

24. California law provides that an aggrieved employee may file a representative action under the PAGA against an employer for civil penalties in connection with violations of the Labor Code and Wage Order.

25. On information and belief, current and former employees of Defendants suffered from Defendants’ Labor Code violations.

Sexual Assault and Discrimination.

26. During all times relevant, Plaintiff PILKINGTON worked in a convenience store that Defendants owned, operated, and managed.

27. During all times relevant, Plaintiff PILKINGTON reported to a store manager who, in turn, reported to a district manager, who, in turn reported to a higher manager, and so on.

28. During her employment, Plaintiff PILKINGTON worked alongside various coworkers, one of whom was a habitual drunkard who often reported to work under the influence of alcohol.

29. Plaintiff PILKINGTON’s drunk coworker sometimes performed work assignments that involved safety issues, such as climbing a ladder, working in the cooler handling heavy merchandise, using a razor blade to open packages, among other tasks that required soberness to perform.

30. Plaintiff PILKINGTON was concerned for her own safety and the safety of others when working with her drunk coworker.

1 31. Plaintiff PILKINGTON communicated her safety concerns to
2 management about her drunk coworker, but management did nothing to placate her
3 concerns.

4 32. Plaintiff PILKINGTON also worked alongside another coworker who
5 was a “floater,” meaning he worked at randomly different convenience stores
6 depending on Defendants’ staffing needs.

7 33. The abovementioned floater took a liking to Plaintiff PILKINGTON and
8 during working hours he made unsolicited flattering comments to the Plaintiff, such
9 as, “you are absolutely gorgeous,” “you are a total smoke show,” and how she
10 resembled an attractive female actress, or words to that effect, among other sexually
11 oriented statements.

12 34. At first, Plaintiff PILKINGTON considered these comments harmless
13 because she believed the floater was a homosexual, but later it became clear these
14 statements meant more than that.

15 35. Defendants’ management encouraged store employees to share their
16 personal cell phone numbers with management and coworkers.

17 36. This phone sharing process was done via group text messaging, where
18 management sent texts to its employees discussing management needs, scheduling,
19 among other topics.

20 37. During the week of August 10, 2025, the abovementioned floater took
21 advantage of management’s phone number sharing policy by obtaining Plaintiff
22 PILKINGTON’s personal cell phone and sending her inappropriate text messages.

23 38. In one message, the floater said to Plaintiff PILKINGTON, “If you are
24 the pretty damsel named Cali dat works at circle K, Christian wanted me to tell you
25 “U’re awesome and to have a nice day,” or words to that effect, and sent a video to
26 Plaintiff that she refused to open.

27 39. In other text messages the floater sent to the Plaintiff PILKINGTON, he
28 said, “I wanna tear her up, absorb her so she’s mine forever,” or words to that effect.

1 40. Plaintiff PILKINGTON is happily married.

2 41. Plaintiff PILKINGTON made clear to the floater that his messages were
3 uninvited and that he should stop.

4 42. Despite Plaintiff PILKINGTON's warnings, the floater continued to send
5 messages, such as "Ur lips taste like strawberries and ur butt, soft as pillows. We can
6 just enjoy each others [sic] affection, no need for tags."

7 43. When reporting to work, Plaintiff PILKINGTON reported these
8 inappropriate messages to her boss, the store manager (Ana), and said she did not
9 appreciate these comments from the floater, to which her manager offered little help.

10 44. On August 17, 2025, things went from bad to worse: The floater reported
11 to work at the same store where Plaintiff PILKINGTON was working.

12 45. When the floater saw Plaintiff PILKINGTON, he gave her a hug and told
13 her he was sorry.

14 46. Plaintiff PILKINGTON thought this would be the end of things, but later
15 in the workday when alone in the backroom with the floater, the floater asked
16 Plaintiff for another hug.

17 47. Before she could refuse, the floater forced himself on Plaintiff
18 PILKINGTON.

19 48. In doing so, the floater sexually assaulted Plaintiff PILKINGTON by
20 embracing her with his arms and torso, kissing her neck leaving a mark, grabbing her
21 vagina, and rubbing his lower torso against the named Plaintiff.

22 49. Plaintiff PILKINGTON was completely startled by these unwanted
23 intentional sexual acts.

24 50. Plaintiff PILKINGTON was barely able to break free from the floater's
25 grasp, and firmly told him to stop and never to do that again.

26 51. Once she left the backroom, Plaintiff PILKINGTON immediately told
27 management about the sexual assault.

28 52. "Can I call the police," or words to that effect, asked Plaintiff

1 PILKINGTON of her manager, to which the store manager responded, “Let me call
2 the district manager and I will let you know,” or words to that effect.

3 53. Management never called the police and Plaintiff PILKINGTON
4 finished her shift and went home feeling concerned about the incident.

5 54. On or about August 18, 2025, after reporting to work and realizing
6 management intended to do nothing about the abovementioned criminal act, Plaintiff
7 PILKINGTON called the police.

8 55. When the police arrived at Plaintiff PILKINGTON’s workplace, they
9 met with Plaintiff PILKINGTON, and investigated her crime report.

10 **Sexual Discrimination/Retaliation/Wrongful Discharge.**

11 56. Despite the foregoing incident, Plaintiff PILKINGTON continued to
12 report to work.

13 57. On or about August 21, 2025, Plaintiff PILKINGTON reported to work
14 and worked a half day.

15 58. When returning from lunch, Plaintiff PILKINGTON’s manager told her
16 that she was being placed on unpaid leave without pay pending the investigation of
17 her crime report.

18 59. Following her suspension, Plaintiff PILKINGTON repeatedly asked
19 Defendants’ managers if and when she could return to work.

20 60. For example, Plaintiff PILKINGTON periodically called the Defendants’
21 human resources department to inquire as to when she could return to work and was
22 told she could not return to work.

23 61. Similarly, Plaintiff PILKINGTON sent text messages to her manager
24 asking her when she could return to work and was told she could not.

25 62. During the same timeframe, Plaintiff PILKINGTON’s counsel, the
26 undersigned, sent Defendants a request for copies of Plaintiff’s personnel file and
27 payroll records.

28 63. On August 21, 2025, Plaintiff PILKINGTON, via counsel, filed a

1 complaint with the Labor Workforce Development Agency (LWDA) and mailed a
2 certified letter to Defendants informing them of her complaints about, among other
3 things, sexual abuse in the workplace and Labor Code violations she witnessed.

4 64. For more than two months, Defendants refused to allow Plaintiff
5 PILKINGTON to return to work.

6 65. Plaintiff PILKINGTON maintains Defendants' suspension of her without
7 pay constitutes an "adverse employment action" and is in retaliation for making a
8 workplace report of sexual assault. *Yanowitz v. L'Oreal USA, Inc.*, 36 Cal. 4th 1028,
9 1052 (2005) ("adverse action" is interpreted broadly and not limited to "ultimate"
10 actions like termination).

11 66. Plaintiff PILKINGTON is informed and believes that Defendants
12 wrongfully terminated her in response to her exercise of protected activity, including
13 but not limited to her reports of sexual harassment and abuse in the workplace, her
14 reports of safety concerns regarding a drunk coworker, and her reports of Labor Code
15 violations.

16 67. By service of this Complaint, Plaintiff PILKINGTON demands
17 backpay and PAGA penalties.

18 **Failure to Provide Payroll Records and Plaintiffs' Personnel File.**

19 68. During all times relevant, Plaintiffs, through counsel, sent
20 correspondence to Defendants requesting access to their payroll records and personnel
21 file.

22 69. Defendants responded by providing only selected portions of Plaintiffs'
23 requested records.

24 70. Defendants' productions, therefore, are unlawfully incomplete because
25 the productions lack, among other items, the employee handbooks acknowledged by
26 Plaintiffs and potentially other relevant documents. *See Iljas v. Ripley Entm't Inc.*, 403
27 F. Supp. 3d 793, **19-20 (N.D. Cal. 2019) (held summary judgement granted to
28 former plaintiff-employee for claims via LC 226 and 1198.5 for failure to provide

1 wage statements thus awarding penalties, fees, and costs); *Harper v. Charter*
2 *Communs.*, LLC, 2021 U.S. Dist. LEXIS 28747, *61-62 (E.D. Cal. 2021) (court
3 denied defendant's MSJ where plaintiff-employee showed evidence that defendant-
4 employer failed to timely provide all wage statements, corrective action reports,
5 letters related to their termination, and commission plan documents and receipts in its
6 production); *County v. Cedars-Sinai Med. Ctr.*, 2020 Cal. Super. LEXIS 52468, *5
7 (court denied defendant's demurrer to plaintiff's LC 226 claim that defendant failed
8 to produce time records and employee handbooks).

9 **Minimum Wage/Regular Wage claims.**

10 71. During all times relevant, Plaintiffs are informed and believe and thereon
11 allege that pursuant to company policy and/or practice and/or direction, Defendants
12 paid Plaintiffs and Aggrieved Employees wages at less than the rate required under
13 state, federal, and local law.

14 72. Plaintiffs are informed and believe and thereon allege that Defendants, for
15 example, encouraged the Plaintiffs and Aggrieved Employees to work off-the-clock to
16 meet deadlines and employer demands that could not be accomplished during normal
17 working hours, thus causing Plaintiffs and Aggrieved Employees to work off-the-clock
18 depriving Aggrieved Employees from compensation.

19 73. For example, Defendants required Plaintiffs and Aggrieved Employees to
20 keep and maintain a smartphone with them, even during off duty hours, to send and
21 receive messages from management.

22 74. The time Plaintiffs and Aggrieved Employees spent off-the-clock
23 communicating with management with their smartphones was unlawfully
24 uncompensated.

25 75. In one instance, Defendants' manager contacted the Plaintiff
26 PILKINGTON after she clocked out and was home to help her with the schedule, a
27 process that took the named Plaintiff no less than 30 minutes and time the Defendants
28 did not compensate her for.

1 76. In another instance, Defendants' manager contacted Plaintiff
2 PILKINGTON after she clocked out and went home and asked her to return to the
3 store to find something the manager could not locate.

4 77. This took Plaintiff PILKINGTON no less than 30 minutes, which time the
5 Defendants did not pay the Plaintiff.

6 78. On another occasion, Defendants' manager contacted Plaintiff
7 PILKINGTON after she clocked out and went home to return to the store to secure
8 money the store received in an untimely manner.

9 79. This took Plaintiff PILKINGTON no less than 30 minutes, which time the
10 Defendants did not pay the Plaintiff.

11 80. On one of Plaintiff PILKINGTON's scheduled days off, Plaintiff entered
12 the store as a customer, during which visit the store manager—who was short staffed—
13 asked Plaintiff to step outside to wake up the aforementioned habitually intoxicated
14 employee who was on the clock at the time sleeping in his car.

15 81. This off-the-clock work took Plaintiff PILKINGTON a few minutes,
16 something she felt uncomfortable with since this employee was habitually drunk and
17 unpredictable.

18 82. Another example of off-the-clock work is the Defendants' policy of
19 requiring Plaintiffs and Aggrieved Employees to clean up counters and throw away
20 trash after clocking out at the end of their shifts.

21 83. It took Plaintiffs and Aggrieved Employees at least five (5) minutes to
22 clean up counters and throw away trash after each shift.

23 84. The work experience was similar to the other named Plaintiffs.

24 85. The foregoing time worked was unpaid and Plaintiffs are informed and
25 believe and thereon allege that Defendants knew or should have known that the work
26 was being performed without compensation.

27 86. Plaintiffs are informed and believe and thereon allege that Plaintiffs and
28 Aggrieved Employees continued working after their shifts ended to complete tasks.

1 87. The foregoing tasks were completed after Plaintiffs and, upon information
2 and belief, other Aggrieved Employees logged out of Defendants' timekeeping system.

3 88. Plaintiffs and Aggrieved Employees were uncompensated for this
4 worktime that Defendants required and/or permitted them to work.

5 89. Again, Plaintiffs are informed and believe and thereon allege that
6 Defendants knew or should have known that the foregoing work was being performed
7 without compensation.

8 90. Plaintiffs are also informed and believe and thereon allege that Defendants
9 used a timekeeping system whereby Defendants rounded down Plaintiffs and
10 Aggrieved Employees' work time, resulting in lost wages in an amount to be
11 determined at trial.

12 91. Plaintiffs are also informed and believe and thereon allege that Defendants
13 automatically deducted meal breaks that Plaintiffs and Aggrieved Employees did not
14 take and which instead they actually worked through.

15 92. As a result of the foregoing, Defendants refused to pay Plaintiffs and
16 Aggrieved Employees for the above-described hours at their regular rate or minimum
17 wage rate in an amount to be determined at trial.

18 93. Plaintiffs are informed and believe and thereon allege that Defendants'
19 unlawful conduct is widespread, repeated, and consistent as to Plaintiffs and Aggrieved
20 Employees and throughout Defendants' operations in California.

21 **Failure to Pay State Overtime.**

22 94. During all times relevant, Plaintiffs are informed and believe and thereon
23 allege that pursuant to company policy and/or practice and/or direction, Defendants
24 failed to pay Plaintiffs and Aggrieved Employees state overtime compensation and/or
25 the correct amount of overtime and sick pay compensation.

26 95. This claim is generally premised on the facts described above, but when
27 Plaintiffs and Aggrieved Employees also had the right to overtime compensation,
28 Defendants failed to pay Plaintiffs and Aggrieved Employees overtime in an amount to

1 be proven at trial.

2 96. Further, Defendants failed to accurately calculate the regular rate of pay
3 and, thus, underpaid Aggrieved Employees overtime and sick pay compensation at
4 less than the rate required by law because Defendants failed to include, among other
5 things, earned incentive pay, bonuses, shift differentials or other forms of
6 compensation into Plaintiffs and Aggrieved Employees' regular rate of pay for
7 overtime pay purposes in violation of California law. *See* § 49.1.1 of the California
8 Division of Labor Standards and Enforcement Policies and Interpretations Manual.

9 97. For example, during the August 22, 2025 to September 4, 2025 pay
10 period, Defendants paid t Plaintiff PILKINGTON \$493 quarterly bonus that covered
11 the April 25, 2025 to July 24, 2025 period.

12 98. Defendants made a number of true-up adjustments to Plaintiff
13 PILKINGTON's overtime payments earned during the April 25, 2025 to July 24, 2025
14 pay periods, yet in the corresponding pay period Defendants neglected to make an
15 adjustment to the 2.62 double time overtime she earned in the May 2, 2025 to May 8,
16 2025 pay period, resulting in an underpayment of overtime in an amount to be proven
17 at trial.

18 99. By way of further example, Plaintiffs are informed and believe, and
19 thereon allege, that during the relevant period, Defendants regularly required Plaintiffs
20 and other similarly-situated non-exempt employees to work split shifts, including
21 schedules in which their daily work hours were separated by more than a bona fide
22 meal period.

23 100. Despite this, Defendants failed to pay Plaintiffs and other employees one
24 additional hour of pay at the applicable minimum wage rate for each workday in which
25 a split shift was worked, as required by California Industrial Welfare Commission
26 ("IWC") Wage Orders, including § 4(C), and the California Labor Code, particularly
27 when Aggrieved Employees earned nondiscretionary wages, such as the quarterly
28 bonus the named Plaintiff received here.

101. Plaintiffs are informed and believe and thereon allege that above alleged unlawful conduct was widespread, repeated, and consistent as to all Aggrieved Employees in California.

Meal and Rest Break Claims.

102. During all times relevant, Plaintiffs are informed and believe and thereon allege that pursuant to company policy and/or practice and/or direction, Defendants failed to authorize and/or permit Plaintiffs and Aggrieved Employees to take all their compliant off-duty meal and rest breaks during the required timeframe as required by law and failed to pay them premium pay, in an amount to be proven at trial.

103. Under California Labor Code § 512(a) and applicable IWC Wage Orders: “An employer may not employ an employee for a work period of more than five hours per day without providing a meal period of not less than 30 minutes...”

104. Plaintiffs are informed and believe and thereon allege that when Plaintiffs and Aggrieved Employees worked more than five and/or ten hours in a workday, they were deprived their right to take lawful meal breaks and Defendants failed to pay them premium pay for the missed or noncompliant meal breaks, in an amount to be proven at trial.

105. Examples of Plaintiff PILKINGTON’s noncompliant meal breaks are as follows: On April 29, 2025, the named Plaintiff worked 5 hours and 34 minutes straight before Defendants provided her a lawful meal break; on May 2, 2025, the named Plaintiff worked 5 hours and 50 minutes straight before Defendants provided her a lawful meal break; on May 15, 2025, the named Plaintiff worked 5 hours and 39 minutes before Defendants provided her a lawful meal break; on May 20, 2025, the named Plaintiff worked 5 hours and 20 minutes straight before Defendants provided her a lawful meal break; on May 22, 2025, the named Plaintiff worked 5 hours and 50 minutes straight before Defendants provided her a lawful meal break; on June 2, 2025, the named Plaintiff worked 5 hours and 6 minutes straight before Defendants provided her a lawful meal break; on June 9, 2025, the named Plaintiff worked 5 hours and 3

1 minutes straight before Defendants provided her a lawful meal break; on June 10,
2 2025, the named Plaintiff worked 7 hours and 47 minutes straight before Defendants
3 provided her a lawful meal break; on June 16, 2025, the named Plaintiff worked 7
4 hours and 37 minutes straight before Defendants provided her a lawful meal break; on
5 July 7, 2025, the named Plaintiff worked 5 hours and 3 minutes straight before
6 Defendants provided her a lawful meal break; and on August 10, 2025, the named
7 Plaintiff worked 5 hours and 6 minutes straight before Defendants provided her a
8 lawful meal break.

9 106. Further, the named Plaintiffs maintain they often worked more than five
10 hour shifts and sometimes ten hours without ever receiving a meal break (or a second
11 meal break) despite California law.

12 107. Examples of Plaintiff PILKINGTON's missed meal breaks are as follows:
13 On May 9, 2025, the named Plaintiff worked over 5 hours and Defendants did not
14 provide her a lawful meal break; on May 19, 2025, the named Plaintiff worked over 5
15 hours and Defendants did not provide her a lawful meal break; on May 29, 2025, the
16 named Plaintiff worked a full day and Defendants did not provide her a lawful meal
17 break; on June 2, 2025, the named Plaintiff worked 5 hours and 6 minutes and the
18 Defendants did not provide her a lawful meal break; on June 25, 2025, the named
19 Plaintiff worked 10 hours and 47 minutes and the Defendants did not provide her a
20 lawful second meal break; and on August 1, 2025, the named Plaintiff worked nearly
21 10 hours and the Defendants did not provide her a lawful second meal break.

22 108. For each meal period violation, the employer must pay the employee one
23 additional hour of pay at the employee's regular rate of compensation (Labor Code §
24 226.7(c)), yet the named Plaintiffs are informed and believe and thereon allege that
25 Defendants did not pay them all premium pay for missed or unlawful meal or rest
26 breaks to which they had the right to receive, in an amount to be proven at trial.

27 109. As for rest breaks, because of Defendants' policy, practice, and work
28 demands, Defendants prevented Plaintiffs and Aggrieved Employees from taking all

1 their uninterrupted rest breaks to which they had the right to enjoy, in an amount to be
2 proven at trial, and Defendants failed to pay them premium pay as required under
3 California law. *See Augustus v. ABM Security Services*, 2 Cal. 5th 257 (2016).

4 110. Examples of rest break violations regarding Plaintiff PILKINGTON
5 suffered are as follows: On May 2, 2025, the named Plaintiff worked 4 hours and 4
6 minutes without a rest break; on May 8, 2025, the named Plaintiff worked 4 hours and
7 54 minutes without a rest break; on May 22, 2025, the named Plaintiff worked 4 hours
8 and 4 minutes without a rest break; on May 27, 2025, the named Plaintiff worked 4
9 hours and 38 minutes without a rest break; on June 6, 2025, the named Plaintiff worked
10 4 hours and 8 minutes without a rest break; on June 26, 2025, the named Plaintiff
11 worked 4 hours and 33 minutes without a rest break; on June 27, 2025, the named
12 Plaintiff worked 4 hours and 2 minutes without a rest break; on July 10, 2025, the
13 named Plaintiff worked 4 hours and 44 minutes without a rest break; on July 18, 2025,
14 the named Plaintiff worked 4 hours without a rest break; on July 27, 2025, the named
15 Plaintiff worked 4 hours and 5 minutes without a rest break; on August 10, 2025, the
16 named Plaintiff worked 4 hours and 3 minutes without a rest break; and on August 17,
17 2025, the named Plaintiff worked 4 hours and 34 minutes without a rest break.

18 111. For each rest period violation, the employer must pay the employee one
19 additional hour of pay at the employee's regular rate of compensation (Labor Code §
20 226.7(c)), yet the named Plaintiffs are informed and believe and thereon allege that
21 Defendants did not pay premium pay for all missed or unlawful rest breaks to which
22 they had the right to receive.

23 112. Further, by law, a California employer must add into the regular rate of
24 pay nondiscretionary payments, such as bonuses, commissions, and similar forms of
25 remuneration for meal and rest break premium payments. *See* § 49.1.1 of the
26 California Division of Labor Standards and Enforcement Policies and Interpretations
27 Manual; *Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021) (held that
28 "regular rate of compensation" under § 226.7 must be interpreted synonymously with

1 “regular rate of pay” in § 510, meaning it must include all nondiscretionary payments
2 (bonuses, commissions, shift differentials, etc.) when calculating the premium pay for
3 missed breaks).

4 113. For example, during the August 22, 2025 to September 4, 2025 pay
5 period, Defendants paid Plaintiff PILKINGTON a \$493 quarterly bonus that covered
6 the April 25, 2025 to July 24, 2025 period.

7 114. The Defendants made a number of true-up adjustments to Plaintiff
8 PILKINGTON’s meal and rest break premium payments earned in previous pay
9 periods during the April 25, 2025 to July 24, 2025 timeframe, yet in the
10 corresponding pay period Defendants neglected to make an adjustment to the one of
11 the two meal period premium payments she earned in the May 2, 2025 to May 8,
12 2025 pay period and erroneously called one of the payments a “Rest Break Period
13 Pay” when it should have said it was for “Meal Pay,” (a standalone wage statement
14 violation of Labor Code § 226), resulting in an underpayment of overtime to be
15 proven at trial.

16 115. The other named Plaintiffs experienced similar meal and rest break
17 violations.

18 116. The foregoing examples illustrate what Plaintiffs believe are numerous
19 instances in which Defendants prevented Plaintiffs and Aggrieved Employees from
20 taking their lawful breaks.

21 **Failure to Reimburse.**

22 117. During all times relevant, Plaintiffs are informed and believe and thereon
23 allege that pursuant to company policy and/or practice and/or direction, Defendants
24 required Plaintiffs and Aggrieved Employees to incur various work-related expenses
25 which were never reimbursed.

26 118. As alleged above, Plaintiffs and their coworkers were required to keep and
27 maintain a smartphone to receive messages from managers on and off the job.

28 119. Plaintiffs are informed and believe and thereon allege the unreimbursed

1 purchases the named Plaintiffs and Aggrieved Employees were required to make to
2 perform their work include, but are not limited to cell phone usage, among other
3 things. *See Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137 (2014)
4 (“We hold that when employees must use their personal cell phones for work-related
5 calls, Labor Code section 2802 requires the employer to reimburse them. Whether the
6 employees have cell phone plans with unlimited minutes or limited minutes, the
7 reimbursement owed is a reasonable percentage of their cell phone bills.”)

8 **Erroneous Wage Statements in Violation of Labor Code § 226.**

9 120. During all times relevant, and pursuant to company policy and/or practice
10 and/or direction and continuing to the present, and pursuant to company policy and/or
11 practice and/or direction, Plaintiffs are informed and believe and thereon allege that
12 Defendants issued confusing and inaccurate wage and earning statements to Plaintiffs
13 and Aggrieved Employees in violation of Labor Code § 226.

14 121. For example, Defendants issued wage statements that were inaccurate
15 because Defendants mislabeled retroactive “Rest Break Period Pay” when it should
16 have said it was for “Meal Pay,” as alleged above, supporting a standalone claim
17 under Labor Code § 226.

18 122. Defendants wage statements were also inaccurate because Defendants
19 failed to pay Plaintiffs and Aggrieved Employees all wages, as alleged above,
20 supporting a derivative claim under Labor Code § 226.

21 123. Plaintiffs are informed and believe and thereon allege that Defendants’
22 unlawful conduct is widespread, repeated, and consistent throughout Defendants’
23 operations in California.

24 **Facts Relating to Derivative Claims, such as Labor Code §§ 201, 202, 203, 204,**
25 **204b, 256, etc.**

26 124. During all times relevant and pursuant to the above-mentioned policies,
27 Plaintiffs are informed and believe and thereon allege that Defendants failed to pay all
28 wages to which Plaintiffs and Aggrieved Employees had the right to receive under the

1 law in a timely manner.

2 125. As to the named Plaintiffs specifically, as alleged above Defendants failed
3 to timely pay Plaintiffs wages in violation of the Labor Code including but not limited
4 to §§ 201-203, and 204.

5 126. By way of example, on or about August 21, 2025, the Defendants placed
6 Plaintiff PILKINGTON on administrative leave without pay (effectively, a
7 termination), yet Defendants failed to issue Plaintiff's final paycheck on her date of
8 termination in violation of the Labor Code.

9 **REPRESENTATIVE ACTION (PAGA) CLAIMS**

10 127. This representative action filed pursuant to PAGA, §§ 2698, 2699
11 generally consists of the following group:

12 **All current or former nonexempt employees Defendants**
13 **employed in California from April 28, 2020 to the present.**

14 128. All members of the represented group are referred to as the "Aggrieved
15 Employees."

16 129. The "Representative Period" means from **April 28, 2020 to the present.**

17 130. Plaintiffs further allege, on information and belief, that Aggrieved
18 Employees did not receive all wages due at the time their employment ended with
19 Defendants.

20 131. On information and belief, Defendants current and former employees
21 were subject to wage and hour violations by Defendants, including failing to be paid
22 for all wages due.

23 132. California law provides that an employee may file an action against an
24 employer for penalties in connection with violations of the Labor Code and Wage
25 Orders provided the aggrieved employee file an action on behalf of him or herself and
26 similarly situated current and former employees.

27 133. At all material times, Defendants and DOES 1 through 50 were and/or
28 are Aggrieved Employees' employers or persons acting on behalf of Aggrieved

1 Employees' employer, within the meaning of California Labor Code § 558, who
2 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
3 Labor Code or any provision regulating hours and days of work in any Order of the
4 Industrial Welfare Commission and, as such, are subject to penalties for each
5 underpaid employee as set for in Labor Code § 558.

6 134. As set forth in further detail below, because of the analysis and
7 investigation of the Plaintiffs' claims, Plaintiffs' attorneys sent the required
8 correspondence to the California Labor and Workforce Development Agency
9 (LWDA) and to Defendants informing Defendants of Plaintiffs' claims and Plaintiffs'
10 intent to pursue litigation.

11 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

12 135. Pursuant to the PAGA, on **August 21, 2025, September 12, 2025,**
13 **October 27, 2025, and October 28, 2025,** Plaintiffs, via counsel, sent correspondence
14 to the LWDA and Defendants via certified U.S. Mail indicating that Plaintiffs are
15 pursuing the claims alleged in this Complaint.

16 136. The statutory waiting period for the above referenced letters Plaintiffs
17 has expired and the LWDA did not serve Plaintiffs with notice of intent to assume
18 jurisdiction over the applicable penalty claims and did not provide notice as set forth
19 in Labor Code § 2699.3(a)(2)(A) within the statutory period.

20 137. Therefore, Plaintiffs have exhausted Plaintiffs' administrative remedies
21 to pursue claims and remedies as authorized by the PAGA.

22 138. The Causes of Action alleged herein are appropriately suited for a
23 representative action under the PAGA (Labor Code § 2698, *et seq.*) because:

- 24 a. This action involves allegations of violations of provisions of
- 25 the California Labor Code that provide for a civil penalty to be
- 26 assessed and collected by the LWDA or any departments,
- 27 divisions, commissions, boards, agencies, or employees;
- 28 b. Plaintiffs are "aggrieved employees" because Defendants

1 employed the named Plaintiff and Plaintiff is the victim of one
2 or more of the Labor Code violations alleged in this Complaint
3 committed by the Defendants; and

4 c. Plaintiffs have satisfied the procedural requirements of
5 Labor Code § 2699.3, as set forth above.

6 **FIRST CAUSE OF ACTION**

7 **Individual and Representative Claim via the PAGA for**
8 **Failure to Pay State Minimum/Regular/Local Wages**
9 **in Violation of California Labor Code §§ 200, 218, 218.5, 1182.12, 1194,**
10 **1197, 1197.1, 1811, 1815, and 1198 via the applicable Wage Order**

11 (Against all Defendants)

12 139. Plaintiffs reallege and incorporate by reference the foregoing allegations
13 as though set forth herein.

14 140. Pursuant to California law, including but not limited to Labor Code §§
15 200, 218, 218.5, 1194, 1197, 1197.1, 1811, 1815, 1198, and depending on the local
16 jurisdiction, such as the Cities of Los Angeles, San Diego, San Francisco, etc., it is
17 unlawful for a California employer to suffer or permit an employee to work without
18 paying wages for all hours worked, as required by the applicable Industrial Welfare
19 Commission (IWC) Wage Order and/or local law.

20 141. Plaintiffs are informed and believe and based thereupon allege that
21 during all times relevant, Plaintiffs were not paid minimum/regular/local jurisdiction
22 wages for all hours suffered or permitted to work in violation of California law.

23 142. During all times relevant, Defendants were required to pay Plaintiffs and
24 other members of the Aggrieved Employees their respective hourly rate for all hours
25 worked and/or minimum wages per state law or applicable local law.

26 143. During all times relevant, at least one of the IWC Wage Orders applied
27 to Plaintiffs' employment with Defendants.

28 144. Pursuant to the applicable Wage Order, "hours worked" include the time

1 during which an employee is “suffered or permitted to work, whether or not required
2 to do so.”

3 145. During the PAGA Period and based on the misconduct alleged above,
4 Defendants did not pay Plaintiffs and Aggrieved Employees minimum/regular/local
5 wages for all hours suffered or permitted to work in violation of state and/or local
6 law.

7 146. Labor Code § 1194 subdivision (a) permits an action to recover wages
8 because of the payment of a wage less than the minimum wage “applicable to the
9 employee” including attorneys’ fees, costs, and interest.

10 147. At all material times, Defendants were and/or are Aggrieved
11 Employees’ employers or persons acting on behalf of Aggrieved Employees’
12 employer, within the meaning of California Labor Code §§ 558 and 558.1, who
13 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
14 Labor Code or any provision regulating hours and days of work in any Order of the
15 Industrial Welfare Commission and, as such, are subject to civil penalties for each
16 underpaid employee as set for in Labor Code § 558.

17 148. In committing the violations of state law as herein alleged, Plaintiffs are
18 informed and believe based there upon allege that Defendants have knowingly and
19 willfully refused to perform their obligations to compensate Aggrieved Employees for
20 all wages earned and all hours worked.

21 149. As a direct result, Aggrieved Employees have suffered and continue to
22 suffer, substantial losses related to the use and enjoyment of such compensation,
23 wages, lost interest on such monies and expenses and attorneys’ fees in seeking to
24 compel Defendants to fully perform their obligations under state and/or local law.

25 150. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of
26 them, a penalty of one hundred dollars (\$100.00) for each aggrieved employee per
27 pay period for the initial violation and two hundred (\$200.00) for each aggrieved
28 employee per pay period for each subsequent violation in which Defendants violated

1 the minimum/regular/ and or local wage provisions of California law, including but
2 not limited to §§ 200, 216, 218, 218.5, 227.3, 558, 1194, 1197, 1197.1, 1811, 1815,
3 1182.12, 1194.2, 1197, and 1198 the exact amount of the applicable penalty is all in
4 an amount to be shown according to proof at trial.

5 151. Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of
6 California and Aggrieved Employees seek to recover from Defendants, and each of
7 them, penalties, attorneys' fees, and costs incurred herein in an amount to be
8 determined at trial.

9 **SECOND CAUSE OF ACTION**

10 **Individual and Representative Claim via the PAGA for** 11 **Failure to Pay State Overtime and/or Double-Time Compensation** 12 **in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, 510,** 13 **1182.12, 1194, 1194.2, 1197, 1197.1,** 14 **1811, 1815, and 1198 via the Applicable IWC Wage Order** 15 **(Against all Defendants)**

16 152. Plaintiffs reallege and incorporate by reference the foregoing allegations
17 as though set forth herein.

18 153. During all times relevant, one or more of the IWC Wage Orders applied
19 to Plaintiffs' employment with Defendants.

20 154. Pursuant to § 2(K) of the applicable Wage Order(s), including Wage
21 Order 4, "hours worked" include the time during which an employee is "suffered or
22 permitted to work, whether or not required to do so."

23 155. Pursuant to Labor Code §§ 510, 1194, 1194.2, and § 3 of the applicable
24 Wage Order(s), for each hour (or fraction thereof) an employee works up to forty (40)
25 hours in a week and eight (8) hours in a day, the employer must pay the employee's
26 regular hourly wage.

27 156. For each hour (or fraction thereof) an employee works over forty (40)
28 hours in a week or more than eight (8) hours in a workday the employer must pay the

1 rate of one and a half times the employee's regular hourly wage. (*Ibid.*)

2 157. For each hour (or fraction thereof) an employee works more than
3 twelve (12) hours in one day or more than eight (8) hours a day on the seventh
4 consecutive day of work, the employer must compensate the employee at the rate of
5 no less than twice the regular rate of pay for that employee. (*Ibid.*)

6 158. During all times relevant, and pursuant to company policy and/or
7 practice and/or direction, Defendants required Aggrieved Employees to work more
8 than 40 hours per week and/or eight hours in a workday to which they had the right to
9 receive wages and Defendants did not pay Plaintiffs and the Aggrieved Employees all
10 overtime compensation to which they should have received at the applicable wage
11 rate.

12 159. As alleged herein, Defendants failed to pay Aggrieved Employees all
13 overtime to which they had a right to receive.

14 160. In committing the violations of state law as herein alleged, Defendants
15 have knowingly and willfully refused to perform their obligations to compensate
16 Aggrieved Employees for all wages earned and all hours worked.

17 161. At all material times, Defendants were and/or are Aggrieved Employees'
18 employers or persons acting on behalf of Aggrieved Employees' employer, within the
19 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be
20 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
21 regulating hours and days of work in any Order of the Industrial Welfare Commission
22 and, as such, are subject to penalties for each underpaid employee as set for in Labor
23 Code § 558.

24 162. In committing the violations of state law as herein alleged, Defendants
25 have knowingly and willfully refused to perform their obligations to compensate
26 Aggrieved Employees for all wages earned and all hours worked.

27 163. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
28 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay

1 period for the initial violation and two hundred (\$200.00) for each aggrieved
2 employee per pay period for each subsequent violation in which Defendants violated
3 the overtime provisions of the Labor Code, including but not limited to §§ 510, 558
4 and 1194, the exact amount of the penalties sought is in an amount to be shown
5 according to proof at trial.

6 164. Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of
7 California and Aggrieved Employees seek to recover from Defendants, and each of
8 them, penalties, attorneys' fees, and costs incurred herein in an amount to be
9 determined at trial.

10 **THIRD CAUSE OF ACTION**

11 **Individual and Representative Claim via the PAGA for** 12 **Failure to Timely Pay Earned Wages Upon Separation of Employment in** 13 **Violation of California Labor Code §§ 201, 202, 203, 204, 204b, 204.2, 210,** 14 **218.5, 218.6, 256, and 1198 via the applicable Wage Order**

15 (Against all Defendants)

16 165. Plaintiffs reallege and incorporate by reference the foregoing allegations
17 as though set forth herein.

18 166. Pursuant to Labor Code § 201, "If an employer discharges an employee,
19 the wages earned and unpaid at the time of discharge are due and payable
20 immediately."

21 167. Pursuant to Labor Code § 202, "If an employee not having a written
22 contract for a definite period quits his or her employment, his or her wages shall
23 become due and payable not later than 72 hours thereafter, unless the employee has
24 given 72 hours previous notice of his or her intention to quit, in which case the
25 employee is entitled to his or her wages at the time of quitting."

26 168. Labor Code § 203 provides, in pertinent part: "If an employer willfully
27 fails to pay, without abatement or reduction, ... any wages of an employee who is
28 discharged or who quits, the wages of the employee shall continue as a penalty from

1 the due date thereof at the same rate until paid or until an action therefore is
2 commenced; but the wages shall not continue for more than 30 days. ..."

3 169. Pursuant to Labor Code § 204, "all wages ... earned by any person in
4 any employment are due and payable twice during each calendar month, on days
5 designated in advance by the employer as the regular paydays."

6 170. Pursuant to Labor Code § 204b, "Labor performed by a weekly-paid
7 employee during any calendar week and prior to or on the regular payday shall be
8 paid for not later than the regular payday of the employer for such weekly-paid
9 employee falling during the following calendar week."

10 171. Defendants did not properly pay Plaintiffs and Aggrieved Employees
11 pursuant to the requirements of Labor Code, including but not limited to §§ 201, 202,
12 203, 204, 204b, 204.2, 210, 218.5, 218.6, 256 and thereby Plaintiffs seek the unpaid
13 wages.

14 172. To date, Defendants have not paid terminated Aggrieved Employees all
15 earned wages as required by law and did not and continue to fails to pay current
16 employees in a timely manner as required by law.

17 173. At all material times, Defendants and DOES 1 through 50 were and/or
18 are Aggrieved Employees' employers or persons acting on behalf of Aggrieved
19 Employees' employer, within the meaning of California Labor Code § 558, who
20 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
21 Labor Code or any provision regulating hours and days of work in any Order of the
22 Industrial Welfare Commission and, as such, are subject to penalties for each
23 underpaid employee as set for in Labor Code § 558.

24 174. In committing the violations of state law as herein alleged, Defendants
25 have knowingly and willfully refused to perform their obligations to compensate
26 Aggrieved Employees for all wages earned and all hours worked.

27 175. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
28 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay

1 period for the initial violation and two hundred (\$200.00) for each aggrieved
2 employee per pay period for each subsequent violation in which Defendants violated
3 the Labor Code, including but not limited to §§ 201, 201.3, 202, 203, 204, 204b,
4 204.2, 210, 218.5, 218.6, 256.

5 176. As alleged above, Defendants have deprived Plaintiffs and Aggrieved
6 Employees of their rightfully earned wages as a direct and proximate result of
7 Defendants' failure and refusal to pay said compensation and for the reasons alleged
8 in this Complaint.

9 177. Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of
10 California and Aggrieved Employees seek to recover from Defendants, and each of
11 them, penalties, attorneys' fees, and costs incurred herein in an amount to be
12 determined at trial.

13 **FOURTH CAUSE OF ACTION**

14 **Individual and Representative Claim for Penalties via the PAGA for** 15 **Failure to Comply with the Meal and Rest Break Requirements Under Labor** 16 **Code §§ 226.7, 512, and 1198 via the applicable IWC Wage Order**

17 (Against all Defendants)

18 178. Plaintiffs reallege and incorporate by reference the foregoing allegations
19 as though set forth herein.

20 179. Based on the misconduct alleged in this Complaint, Defendants failed to
21 pay Plaintiffs and Aggrieved Employees premium pay for all their missed meal and
22 rest breaks and failed to comply with Labor Code §§ 226.7, 512, and 1198.

23 180. Because of Defendants' illegal pay practices, said Defendants failed to
24 pay Plaintiffs and Aggrieved Employees for all meal and rest breaks despite their
25 requirement under California law and, as such, all culpable Defendants are required to
26 pay Plaintiffs and Aggrieved Employees for rest break and/or meal break premium
27 wages.

28 181. Defendants also failed to provide Plaintiffs and Aggrieved Employees,

1 legally-compliant meal and rest periods, or compensation in lieu thereof, during their
2 employment by said Defendants.

3 182. At all material times, Defendants were and/or are Aggrieved Employees'
4 employers or persons acting on behalf of Aggrieved Employees' employer, within the
5 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be
6 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
7 regulating hours and days of work in any Order of the Industrial Welfare Commission
8 and, as such, are subject to penalties for each underpaid employee as set for in Labor
9 Code § 558.

10 183. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
11 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
12 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
13 pay period for each subsequent violation in which all culpable Defendants violated
14 Cal. Labor Code §§ 226.7 and 512, the exact amount of the applicable penalty is all in
15 an amount to be shown according to proof at trial.

16 184. Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of
17 California and Aggrieved Employees seek to recover from Defendants, and each of
18 them, penalties, attorneys' fees, and costs incurred herein in an amount to be
19 determined at trial.

20 **FIFTH CAUSE OF ACTION**

21 **Individual and Representative Claim for Penalties via the PAGA for** 22 **Violations of California Labor Code §§ 226, 226.3, 226.6,** 23 **and 1198 via the applicable IWC Wage Order**

24 (Against all Defendants)

25 185. Plaintiffs reallege and incorporate by reference the foregoing allegations
26 as though set forth herein.

27 186. Labor Code § 226 subdivision (a) requires, in pertinent part, that every
28 employer shall, "semimonthly or at the time of each payment of wages, shall furnish

1 to his or her employees, either as a detachable part of the check, draft, or voucher
2 paying the employee's wages, or separately if wages are paid by personal check or
3 cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)
4 total hours worked by the employee. . . (3) the number of piece-rate units earned and
5 any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
6 deductions, provided that all deductions made on written orders of the employee may
7 be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of
8 the period for which the employee is paid, (7) the name of the employee and only the
9 last four digits of his or her social security number..., (8) the name and address of the
10 legal entity that is the employer. . . , and (9) all applicable hourly rates in effect during
11 the pay period and the corresponding number of hours worked at each hourly rate by
12 the employee and, beginning July 1, 2013, if the employer is a temporary services
13 employer as defined in Section 201.3, the rate of pay and the total hours worked for
14 each temporary services assignment. . .” (Labor Code § 226 subdivision (a).)

15 187. Based on the foregoing allegations, Defendants did not provide accurate
16 wage statements to the Aggrieved Employees.

17 188. At all material times, Defendants were and/or are Aggrieved Employees’
18 employers or persons acting on behalf of Aggrieved Employees’ employer, within the
19 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be
20 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
21 regulating hours and days of work in any Order of the Industrial Welfare Commission
22 and, as such, are subject to penalties for each underpaid employee as set for in Labor
23 Code § 558.

24 189. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
25 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
26 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
27 pay period for each subsequent violation in which all culpable Defendants violated
28 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount

1 of the applicable penalty is all in an amount to be shown according to proof at trial.

2 190. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the
3 State of California and Aggrieved Employees seek to recover from Defendants, and
4 each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be
5 determined at trial.

6 **SIXTH CAUSE OF ACTION**

7 **Individual and Representative Claim for Penalties via the PAGA**
8 **For Failure to Maintain and Provide Required Records in Violation of**
9 **Labor Code 226, 247.5, 432, 1174, 1198.5, and**
10 **1198 via the Applicable Wage Order**

11 (Against All Defendants)

12 191. Plaintiffs reallege and incorporate by reference the foregoing allegations
13 as though set forth herein.

14 192. Section 7 of the applicable Wage Order requires every employer to
15 maintain time and payroll records.

16 193. Defendants failed to comply with § 7 of the applicable IWC Orders and
17 with Labor Code § 1174 by failing to maintain certain records which employers are
18 required to maintain, including but not limited to, all wage records.

19 194. California Labor Code § 226, subdivision (b), requires employers doing
20 business in California to "afford current and former employees the right to inspect or
21 copy records pertaining to their employment, upon a reasonable request to the
22 employer..." and subdivision (c), requires employers to produce such records within
23 "21 calendar days from the date of the request."

24 195. Plaintiffs maintain the records requested fall within the meaning of
25 Labor Code § 226 because, among other reasons, the requested documents are
26 "records pertaining to [his] employment."

27 196. Labor Code § 247.5, subdivision (a), requires employers doing business
28 in the State of California to make sick pay records "available to an employee in the

1 same manner as described in Section 226.”

2 197. California Labor Code § 432, subdivision (b), requires employers doing
3 business in California to provide current, former employees, and applicants copies of
4 all written instruments they sign upon request.

5 198. Plaintiffs maintain the records requested fall within the meaning of
6 Labor Code § 432 because some of the records requested constitute written
7 instruments the Plaintiffs signed.

8 199. California Labor Code § 1198.5, *et seq.*, similarly provides current and
9 former employees the right to inspect their employee personnel records and requires
10 the employer to provide the employee access to such records no later than 30 calendar
11 days from the date the employer receives a written request.

12 200. As it pertains to “records,” § 7 of Wage Order 5 provides:

13 (A) Every employer shall keep accurate information with
14 respect to each employee including the following:

15 (1) Full name, home address, occupation and social
16 security number.

17 (2) Birth date, if under 18 years, and designation as a
18 minor.

19 (3) Time records showing when the employee begins and
20 ends each work period. Meal periods, split shift intervals and
21 total daily hours worked shall also be recorded. Meal periods
22 during which operations cease and authorized rest periods need
23 not be recorded.

24 (4) Total wages paid each payroll period, including value
25 of board, lodging, or other compensation actually furnished to
26 the employee.

27 (5) Total hours worked in the payroll period and
28 applicable rates of pay. **This information shall be made
readily available to the employee upon reasonable request.**

(6) When a piece rate or incentive plan is in operation,
piece rates or an explanation of the incentive plan formula shall
be provided to employees. An accurate production record shall
be maintained by the employer.

(B) Every employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item.

(C) All required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. An employee's records shall be available for inspection by the employee upon reasonable request.

(D) Clocks shall be provided in all major work areas or within reasonable distance thereto insofar as practicable.

Wage Order 5, § 7 (emphasis added).

201. Plaintiffs maintain the records requested fall within the meaning of Labor Code § 1198.5, *et seq.* because they were part of and/or related to Plaintiffs' personnel file within the meaning of Labor Code § 1198.5.

202. As alleged in this Complaint, Defendants failed to comply with the foregoing.

203. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

204. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period

1 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
2 pay period for each subsequent violation in which all culpable Defendants violated
3 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
4 of the applicable penalty is all in an amount to be shown according to proof at trial.

5 205. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the
6 State of California and Aggrieved Employees seek to recover from Defendants, and
7 each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be
8 determined at trial.

9 **SEVENTH CAUSE OF ACTION**

10 **Individual and Representative Claim for Penalties via the PAGA Claim for**
11 **Failure to Reimburse Business Expenses**
12 **in Violation of Labor Code §§ 1198 and 2802**

13 (Against All Defendants)

14 206. Plaintiffs reallege and incorporate by reference the foregoing allegations
15 as though set forth herein.

16 207. Pursuant to California Labor Code § 2802, an employer must indemnify
17 its employees "for all necessary expenditures or losses incurred by the employee in
18 direct consequence of the discharge of his or her duties"

19 208. Plaintiffs made necessary expenditures and incurred losses as a direct
20 consequence of the discharge of their duties and in obedience to the directions of
21 Defendants including, but not limited to cell phone and data expenses.

22 209. On information and belief, Defendants knew Plaintiffs were incurring the
23 expenses and were responsible for reimbursing Aggrieved Employees for their
24 expenditures and losses as a direct consequence of the discharge of their duties, but
25 failed to do so.

26 210. At all material times, Defendants were and/or are Aggrieved Employees'
27 employers or persons acting on behalf of Aggrieved Employees' employer, within the
28 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be

1 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
2 regulating hours and days of work in any Order of the Industrial Welfare Commission
3 and, as such, are subject to penalties for each underpaid employee as set for in Labor
4 Code § 558.

5 211. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
6 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
7 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
8 pay period for each subsequent violation in which all culpable Defendants violated
9 the applicable Cal. Labor Code provisions alleged in this Complaint, including but not
10 limited to Labor Code §§ 2802 and 1198, the exact amount of the applicable penalty
11 is all in an amount to be shown according to proof at trial, which Plaintiffs seek.

12 212. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the
13 State of California and Aggrieved Employees seek to recover from Defendants, and
14 each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be
15 determined at trial.

16 **EIGHTH CAUSE OF ACTION**

17 **Individual and Representative Claim for Civil Penalties Under the PAGA for** 18 **Violations of Labor Code §§ 246-249 and** 19 **Municipal Paid Sick Leave Ordinances** 20 **(Against all Defendants)**

21 213. Plaintiffs reallege and incorporate by reference the foregoing allegations
22 as though set forth herein.

23 214. Under Labor Code §§ 246, 246(l), and in some jurisdictions local law,
24 employers in California must provide employees with paid sick leave to be paid at a
25 specified rate of pay which must factor in additional earnings during a given pay
26 period wherein such leave is used. *Wood v. Kaiser Foundation Hospitals*, 88 Cal.
27 App. 5th 742 (2023).

28 215. Defendants did not pay sick leave to Aggrieved Employees in violation

1 of California law.

2 216. Defendants have failed to (1) provide paid sick leave; (2) include
3 required information about paid sick leave in wage notices and/or wage statements,
4 including without limitation information on the amount of paid sick leave hours
5 accrued; (3) provide required information about paid sick leave to employees,
6 including without limitation at the time of hire; (4) at the time of hire, provide
7 employees with written notice of the employer's name, address, and telephone
8 number; (5) provide required information about paid sick leave in English, Spanish,
9 Chinese, and in all languages spoken by 5% or more of the employees; (6) post
10 required sick leave notices; (7) maintain payroll records; and/or (8) provide wage
11 statements, and therefore Defendants have violated one or more municipal sick leave
12 ordinances, including without limitation the sick leave ordinances of Berkeley,
13 Emeryville, Long Beach, Los Angeles, Oakland, San Diego, San Francisco, and Santa
14 Monica.

15 217. The PAGA imposes upon Defendants, and each of them, civil penalties
16 for violating Labor Code §§ 246 and 246(l).

17 218. Civil penalties under the PAGA are equitable in nature. *Nationwide*
18 *Biweekly Admin., Inc. v. Superior Ct. of Alameda Cty.*, 9 Cal. 5th 279 (2020).

19 219. At all material times, Defendants were and/or are Aggrieved Employees'
20 employers or persons acting on behalf of Aggrieved Employees' employer, within the
21 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be
22 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
23 regulating hours and days of work in any Order of the Industrial Welfare Commission
24 and, as such, are subject to penalties for each underpaid employee as set for in Labor
25 Code § 558.

26 220. Labor Code § 2699(f) imposes upon Defendants, and each of them, civil
27 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for
28 initial violations, and two hundred dollars (\$200) per pay period, per aggrieved

1 employee for subsequent violations for all Labor Code provisions for which a civil
2 penalty is not specifically provided.

3 221. Pursuant to the PAGA, Labor Code § 2699(f), and/or any other
4 applicable statute, Plaintiffs are seeking civil penalties against Defendants in an
5 amount to be shown according to proof.

6 222. Pursuant to Labor Code § 248.5, if applicable herein, Plaintiffs seek to
7 recover attorneys' fees, costs, equitable relief in the form of civil penalties, in an
8 amount to be shown according to proof.

9 223. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the
10 State of California and Aggrieved Employees seek to recover from Defendants, and
11 each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be
12 determined at trial.

13 **NINTH CAUSE OF ACTION**

14 **Individual and Representative Claim for Penalties via the PAGA**

15 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

16 **Violations of California Labor Code subdivision (k) of Section 96, Sections 98.6,**
17 **201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and**
18 **212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 226.7, 227,**
19 **227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of**
20 **Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353,**
21 **and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450,**
22 **511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921,**
23 **922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5,**
24 **1198 via the applicable Wage Order, subdivision (b) of Section 1198.3, Sections**
25 **1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301,**
26 **1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,**
27 **subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9,**
28 **1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47,**

1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2751, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7 and the Applicable Wage Order

(Against all Defendants)

224. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

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

226. Plaintiffs are informed and believe, and based thereon allege, that because of the acts alleged above and Defendants' violations of the Labor Code provisions alleged herein, Plaintiffs are entitled to penalties under Labor Code §§ 2698 and 2699.

227. Plaintiffs are "aggrieved employees" because Plaintiffs were employed by the alleged violator and had one or more of the alleged violations committed against Plaintiffs, and therefore are properly suited to represent the interests of other current and former Represented Employees.

228. Labor Code § 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

229. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, penalties for violating Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212,

subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7.

230. Labor Code § 558 establishes a civil penalty as follows: Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission (including the “Hours and Days of Work” section of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; and (3) wages recovered pursuant to this section shall be paid to the affected employee.

231. As to Plaintiff PILKINGTON’s claims that Defendants violated Labor Code §§ 98.6, 230-230.1, 1102.5, and 6310-6311, the named Plaintiff realleges and incorporate by reference the foregoing allegations as though set forth herein, to wit,

1 that she was discriminated and wrongfully terminated for reporting sexual assault in
2 the workplace.

3 232. As to Plaintiffs' claims that Defendants violated Labor Code 432.5 and
4 432.6, Defendants allegedly required Plaintiffs and Aggrieved Employees to enter
5 into invalid and unenforceable arbitration provisions as an express condition of
6 employment, requiring employees to waive their rights to "bring, maintain, participate
7 in, or receive money from any class, collective or representative proceeding."

8 233. As to Plaintiffs' claims that Defendants violated Labor Code 1198 and
9 IWC Wage Order No. 7-2001 § 14, as a matter of common policy and/or practice,
10 Defendants failed to provide Plaintiffs and Aggrieved Employees suitable seats and/or
11 an adequate number of suitable seats in reasonable proximity to the work area, and did
12 not permit Plaintiffs and Aggrieved Employees to use such seats even where it did not
13 interfere with the performance of their duties.

14 234. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the
15 State of California and Aggrieved Employees seek to recover from Defendants, and
16 each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be
17 determined at trial.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

20 1. That Defendants be found liable to the Plaintiffs on behalf of the State of
21 California and Aggrieved Employees;

22 2. For all remedies available to the Plaintiffs on behalf of the State of
23 California and Aggrieved Employees under the applicable provisions of the Labor
24 Code via the PAGA Labor Code § 2698, *et seq.* including an award of attorneys' fees,
25 costs, interest, injunctive relief, and penalties according to proof to the extent
26 permitted by law;

27 3. Penalties in excess of \$75,000 to each of the named Plaintiffs to be
28 proven at trial;

1 4. That Plaintiffs on behalf of the State of California and Aggrieved
2 Employees be awarded reasonable attorneys' fees where available by law, including
3 but not limited to pursuant to Labor Code § 2698, *et seq.*, Code of Civil Procedure §
4 1021.5, and/or other applicable laws; and

5 5. For any other relief the Court may deem just, proper, and equitable.

6 Dated: January 30, 2026

Law Office of Thomas D. Rutledge

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8 By: Thomas D. Rutledge
9 /s/Thomas D. Rutledge, Esq.
Attorneys for Plaintiffs
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COUNTY OF SAN DIEGO

I, Thomas D. Rutledge, the undersigned, am employed in the County of San Diego, State of California; I am over the age of 18 and not a party to the within action; my business address is 16956 Via de Santa Fe, Suite 1847, Rancho Santa Fe, California 92091-4606.

On January 30, 2026, I served the foregoing document(s) described as:

FIRST AMENDED COMPLAINT

on the interested parties to this action by placing a copy thereof enclosed in a sealed envelope addressed as follows: **See Attached List.**

☐ **(BY MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in San Diego County, California.

☒ (BY EMAIL) I served the foregoing document by email on the interested parties to this action as follows: **See Attached List.**

☐ (BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the offices of the above named addressee(s).

☐ (BY FACSIMILE) I caused such documents to be delivered via facsimile to the offices of the addressee(s) at the following facsimile number:

Executed January 30, 2026, at San Diego, California.

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

/s/Thomas D. Rutledge
Thomas D. Rutledge

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